

AMENDED
Moscow City Council



Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 20, 2019

7:00 PM

Council Chambers
206 E. Third St.

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

AMENDED AGENDA (ACTION ITEM) –Gary J. Riedner

Due to technical difficulties with the City's agenda management software, an incorrect agenda was published for the May 20, 2019 Regular City Council meeting. The published agenda failed to include the Proposed Lot Division at 1110 S. Main Street in the Consent Agenda. The Council/Committee staff report was included and attached to the published agenda. The Amended Agenda includes the lot division item.

Staff recommends the City Council approve the Amended Agenda and consider the revised Consent Agenda for the good faith reason that the technical issues with the agenda management system prevented the publication of the correct agenda and that the applicants for the lot division anticipated the item to be considered at the May 20, 2019 City Council meeting.

ACTION: Approve the Amended Agenda for the good faith reason that the technical issues with the City's agenda management system prevented the publication of the correct agenda and that the applicants for the lot division anticipated the item to be considered at the May 20, 2019 City Council meeting.

PLEDGE OF ALLEGIANCE

PROCLAMATION – MEMORIAL DAY

CONSENT AGENDA (ACTION ITEM)

1. All Consent Items

A. Approval of Moscow City Council May 6, 2019 Minutes - Laurie M. Hopkins

ACTION: Approve minutes.

B. Disbursement Report April 2019 - Sarah Banks

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

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

C. Proposed Lot Division at 1110 Main Street – 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. This was reviewed by the Public Works/Finance Committee on 5/13/2019 and recommended for approval.

ACTION: Approve the lot division request with no conditions.

D. Lola Clyde Park Playground Slab and Pathway Bid Results - 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 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. The Public Works / Finance Committee recommended approval on May 13, 2019.

ACTION: Approve 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.

E. Lena Whitmore Park ADA Pathway Bid Results - 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 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. The Public Works / Finance Committee recommended approval on May 13, 2019.

ACTION: Approve 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.

F. Moscow Charter School (MCS) Request for HIRC Rental Fee Waiver for the 2019-2020 school year - Dwight Curtis / Tony Bonuccelli

Moscow Charter School (MCS) is requesting a rental fee waiver for use of the HIRC facility for their physical education and movement classes for the 2019-2020 school year. The request is the same as last year, except fewer hours requested. The MCS would use one half-gym space, leaving the other half open for public use. The present school year's use alternates between 9-15 hours per week. The new request is for 8 hours per week. This has not negatively affected public use or City programs in the past and the MCS reciprocates with our use of their facilities for recreation programs during breaks and summer. The Parks and Recreation Commission reviewed the request on April 25, 2019. This item was reviewed by the Administrative Committee on May 13, 2019, recommending City Council Approval.

ACTION: Approve HIRC Rental fee waiver request by Moscow Charter School for the 2019-2020 School year.

G. Moscow City-Wide Sidewalk Replacement Project FY2019 Bid Results and Contract Award - 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. This was reviewed by the Public Works/Finance Committee on May 13, 2019 and recommended for approval.

ACTION: Accept 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.

**H. Pedestrian Curb Ramp Improvement Project FY2019 Bid Results and Contract Award
- 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. This was reviewed by the Public Works/Finance Committee on May 13, 2019 and recommended for approval.

ACTION: Accept 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.

I. Artwalk Beer and Wine Garden Resolution And Artwalk Sidewalk Cafe Temporary Expansion Resolution - Megan Cherry

Artwalk 2019 is scheduled for June 21, 2019. Since 2016, Council has permitted beer and wine gardens within City streets and rights-of-way in the Moscow Central Business District for select events by way of Council Resolution. The current proposal will allow appropriate City staff to issue permits for beer and wine gardens during Artwalk June 21st, 2019. An establishment interested in participating in Artwalk by hosting a beer/wine garden would contact the Community Events Manager to coordinate participation in accordance with this resolution and the authorized street closure permit process. Approved participating establishments are required to apply for a catering permit with the City of Moscow in accordance with Idaho state alcohol regulations. Additionally, the City limits sidewalk cafes in the downtown central business to the area immediately in front of an establishment. In an effort to add to the festive and enticing atmosphere of Artwalk businesses may opt to expand their currently permitted sidewalk cafe to the abutting neighboring business property lines with the neighboring business' permission. An establishment wishing to temporarily expand its sidewalk cafe for Artwalk, pursuant to Resolution, would be required to file an amended Sidewalk Cafe Licensed Area diagram to the City Clerk with written permission from the neighboring business allowing the extension of the area in front of the neighboring business. Those establishments permitted to serve alcohol would be required to apply for a catering permit with the City of Moscow in accordance with Idaho State alcohol regulations. This was reviewed by the Administrative Committee on May 13, 2019 and recommended for approval.

ACTION: 1 .Approve attached Resolution authorizing beer and wind gardens in the designated public right-of-way for Artwalk 2019. **2.** Approve the attached resolution allwing expansion of sidewalk cafes during Artwalk 2019.

J. Waiver of McConnell Mansion re-roof permit fees – Gary J. Riedner

The Latah County Historical Society is replacing the roof on the McConnell Mansion. The LCHS is proceeding with roof replacement this summer and is requesting the Council to waive the building permit fees for the project. The amount of the permit fee is \$675.50.

This was considered by Administrative Committee on May 13, 2019 and recommended for approval.

ACTION: Approve the waiver of McConnell Mansion re-roof permit fees.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

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

5. Consideration of City of Moscow Mayor and City Council Salary Adjustments (ACTION ITEM) - Gary J. Riedner

Moscow City Code 1-8-1 states that "the salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index as published by the United States Department of Labor. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments. Ref. Idaho Code, § 50-203." The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2017 to December 31 2018. The calendar year 2017 Consumer Price Index (CPI) was 0.12% while the calendar year 2018 CPI was 1.3%. In accordance with Moscow City Code 1-8-1 the salary adjustment would be appropriated during the budget considerations and final adoption and effective salary would begin January 1, 2020. This was considered by the Administrative Committee on May 13, 2019 and recommended for approval.

PROPOSED ACTIONS: Approve the attached Ordinance making salary adjustments for Mayor and City Council effective January 1, 2020 or take such other action deemed appropriate.

6. Authorization for Parks and Recreation Director to Administratively Approve Annual Moscow Charter School Request for HIRC Rental Fee Waiver (ACTION ITEM) - Dwight Curtis

Staff is seeking authorization for the Parks and Recreation Director to administratively approve the annual Moscow Charter School (MCS) request for HIRC rental fee waiver, provided the requests are for the same or less hours than the previous year's approved request. The MCS utilizes half of the gym for their physical education classes. The MCS requests have become routine through the years and unless there is an increase in the usage being sought, having the Parks and Recreation Director administratively approve the request is a more efficient use of

time and resources. Should there be an increase in time used request, it would simply be brought through for a City Council decision. The request for the 2019-2020 school year is for 8 hours per week. There has been no negative affect on public use or City programs in the past. This was reviewed by the Administrative Committee on May 13, 2019, and recommended for City Council approval. It was directed that the request be accompanied by the attached Resolution.

PROPOSED ACTIONS: Authorize the Parks and Recreation Director to administratively approve the annual Moscow Charter School requests for HIRC rental fee waiver, provided the requests are for the same or fewer hours than the previous year's approved request, or take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

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.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

REVIEWED BY

Administrative Committee or Public Works / Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Mayor's Memorial Day Proclamation.

DESCRIPTION

STAFF RECOMMENDATION

PROPOSED ACTIONS

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Memorial Day 2019

MEMORIAL DAY PROCLAMATION

- WHEREAS,** Memorial Day—originally called Decoration Day—is a day of remembrance for those who died in our Nation's service; and
- WHEREAS,** Memorial Day was initially proclaimed on May 5, 1868 by General John Logan, National Commander of the Grand Army of the Republic, in his General Order No. 11; and
- WHEREAS,** Memorial Day was first observed on May 30, 1868, when flowers were placed on the graves of Union and Confederate soldiers at Arlington National Cemetery; and
- WHEREAS,** Our predecessors fought in wars so that future generations would have freedom; and
- WHEREAS,** They helped shape the society that we know today, including our political, economic, military, and social systems; advancements in science and technology; and cultural traditions that enrich our heritage; and
- WHEREAS,** it is important on Memorial Day to reflect on whole-life memories of military personnel who fought and died for our country, to preserve the rights guaranteed under the U.S. Constitution and to keep our Nation strong; and
- WHEREAS,** Memorial Day gives us the opportunity to renew our patriotism, and to articulate our common desire to live in freedom and seek peace, so that our Nation's veterans will not have died in vain;

NOW, THEREFORE, I, Bill Lambert, Mayor for the City of Moscow, Idaho, do hereby recognize May 27, 2019, as

MEMORIAL DAY

in the city, and I urge all citizens to honor those who have died in service to our country.



DATED this 20th day of May, 2019

Bill Lambert

Bill Lambert, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 6, 2019

7:00 PM

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

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

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

ABSENT: Gina Taruscio

STAFF: Gary J. Riedner, Mia Vowels, Bill Belknap, Corey O'Brien, Tyler Palmer, Kelli Cooper, Mike Parker, Ty Thompson, Nichole Baker, David Schott, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Mayor Lambert led the Pledge of Allegiance.

PROCLAMATION - BIKE MONTH

Mayor Lambert read the Bike Month Proclamation and presented it to Jonathan Gradin, Margaret Dibble and other bike riders. Dibble reminded the public of Bike to School Day.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

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

Minutes presented for approval.

ACTION: Approve minutes.

B. A Street and Almon Street ROW Purchase Agreement - Bob Buvel

Noel Blum has purchased and is developing The Dumas Seed Site on the SW corner of "A" Street and Almon Street. To improve "A" Street traffic flow, the City of Moscow would like to add an eastbound left turn lane to that intersection. The existing "A" Street right-of-way width is not adequate to accommodate the left turn lane, but Mr. Blum has agreed to sell a 307 square foot parcel to the City for this purpose. Staff is seeking Council's approval to execute a purchase and sale agreement with Noel Blum in the amount of One Thousand Eight Hundred Forty-Two Dollars (\$1,842) to acquire the right-of-way necessary to construct this turn lane. The attached purchase and sale agreement has been approved by the City Attorney. This was reviewed by the Public Works/Finance Committee on April 8, 2019 and recommended for approval.

ACTION: Approve the purchase and sale agreement with Noel Blum in the amount of \$1,842 for the purpose of constructing a left turn lane for eastbound traffic at the intersection of A Street and Almon.

C. Fire Station #2 Re-Roof Bid Results - David Schott

The City published an advertisement for bids on March 16 and March 23 for the Fire Station #2 re-roof project. The work consists of all labor, materials, equipment and services necessary to install a new sealed seam metal, Garland R-Mer Lite, roof system over the existing built-up roof. The R Mer Lite roofing system is a robust metal roof with a 30 year warranty and similar roofs have been installed on the 1912 Center, Intermodal Transit Center, many of the University of Idaho buildings, and many of the Moscow School District buildings. Bids for the Fire Station #2 Re-Roof Project were opened on April 4, 2019. Three (3) responsive bid proposals were received with bids ranging from \$62,050 to \$77,236. The Parks and Recreation Department is requesting authorization to retain Renegade NW, Inc. for the Fire Station #2 Re-Roof Project in the amount of \$62,050 with a five percent contingency of \$3,102.50 for a total amount not to exceed \$65,152.50. The Public Works / Finance Committee considered and recommended approval on April 22, 2019.

PROPOSED ACTIONS: Approve authorization to accept the low bid from Renegade NW, Inc. for the Fire Station #2 Re-Roof Project in the amount of \$62,050 with a five percent contingency of \$3,102.50 for a total amount not to exceed \$65,152.50.

D. 2019 Pavement Management Program: Slurry Seal Bid Award - Steve Schulte / Scott Bontrager

The planned Pavement Management Program for FY2019 includes a Slurry Seal road treatment to address multiple locations throughout the City. A Slurry Seal is the application of a thin mixture of water, asphalt emulsion, aggregate (very small crushed rock), and additives to an existing asphalt surface. Slurry Seals are primarily applied on residential and collector streets with low to moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids on March 30, 2019 for the 2019 Slurry Seal road treatment project. The base bid for the project includes 149,500 square yards of Type II Slurry Seal. The Engineer's estimate for the project was \$284,050. Bids were opened on Tuesday, April 16, 2019. Two responsive bids were received, ranging from \$252,655 to \$361,192. Of those, the low bid was submitted by Blackline, Inc. of Vancouver, WA in the amount of \$252,655. A bid tabulation is attached. This was reviewed by the Public Works/Finance Committee April 22, 2019 and recommended for approval.

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

E. 2019 Pavement Management Program: Asphalt Rubber Chip Seal Bid Award - Steve Schulte / Scott Bontrager

The planned Pavement Management Program for FY2019 includes an Asphalt Rubber Chip Seal road treatment to address multiple locations throughout the City. An AR Chip Seal is a proven method of road preservation, which uses recycled tire crumb in the asphalt binder to make chip seals more effective and longer lasting on heavily cracked and deteriorated streets. AR Chip Seals are primarily applied on residential and collector streets with heavy cracking and moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids on March 30, 2019 for the 2019 Asphalt Rubber Chip Seal road treatment project. The base bid for the project includes 43,900 square yards of Type II Asphalt Rubber Chip Seal. The Engineer's estimate for the project was \$460,950. Bids were opened on Tuesday, April 16, 2019. One responsive bid was received by Intermountain

Slurry Seal of Salt Lake City in the amount of \$380,569.10. A bid tabulation is attached. This was reviewed by the Public Works/Finance Committee on April 22, 2019 and recommended for approval.

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

F. 2018 Water and Sewer Rate Study Contract - Gary J. Riedner

The Water and Sewer Departments conduct a rate study every five to six years in order to determine the utility rates that are necessary to meet the financial needs of the respective utilities. The attached agreement for professional services for water and sewer cost of services rate and connection fee study will review the revenue requirements of each utility on a stand-alone basis to evaluate the sufficiency of each utility's existing rates and fees. The resulting plan will serve to establish a blueprint for achieving revenue stability, sufficiency and equitable cost-based utility rates. FCS Group of Redmond Washington is proposed as the consultant to conduct the water and sewer cost of services rate and connection fee study. FCS Group also conducted the 2013 Sanitation, Water and Wastewater Rate Study, which has been the basis for utility rates since that time. Funding for the water and sewer cost of services rate and connection fee study was appropriated in the FY2019 budget, Water Fund line (\$50,000) and Sewer Fund line 230-230-60-642-10 (\$50,000). This was reviewed by the Public Works/Finance Committee on April 22, 2019 and recommended for approval.

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

Boland moved and Bonzo seconded approval of the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

Palmer said the Public Works Department has an annual employee of the year award and this year it went to Dan Taff, Water Operator. Palmer complimented Taff who was unable to attend the meeting.

3. Mayors Appointments (ACTION ITEM)

Mayor Lambert proposed the following appointments: Kelly Kingsland to the Farmers Market Commission produce vendor position; Manisha Corea Wilson and Steve Bonnar to the Fair & Affordable Housing Commission; and Sandra Stoops and Robert C. Caisley to the Moscow Arts Commission. Boland moved, Sullivan seconded approval of the commission appointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Wilson introduced herself.

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

None offered.

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

Gradin presented the annual Pathways Commission report going through the members and recent accomplishments including Blackbird Station and the Highway 8 underpass. Upcoming projects the Commission will work on is pathway lighting, pursuing an underpass at Highway 95 and safety improvements at road crossings. Sullivan asked if when the Commission begins data gathering, they could include the bridge and the information be shared with Transportation Commission.

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

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

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

Riedner introduced the item as written above.

Connie Salisbury, introduced Dr. _____, 1077 _____ Moscow, who is a board member for Happy Horizons. With the lack of open space adjacent to the building, they propose a plan for outdoor play space near the building. The City Council has set precedent approving daycares without adjacent play space in the past. Pictures of the space were presented including how the children will exit the mall building. The children will be accompanied by crossing guards wearing orange vests and include "child at play" signs for the drive way. Children will be taken to the playground in shifts to meet the requirement of 100 square feet per child. Age appropriate play equipment will be installed with a fence. Happy Horizons would like to request the license is issued and to use the indoor play space until the outdoor area is ready. The four foot fence will be placed on the grass around the age appropriate structure, not the sidewalk and the fence will work around the existing trees. The playground will be available to the public outside daycare use. Sullivan felt a playground with parking and traffic is a concern. Zabala said the grassy area is not well utilized and this would be a better use.

Boland moved to grant the license and Bettge seconded the motion. Sullivan is still concerned about the public use and safety. Zabala felt good signage or a taller fence could mitigate. Riedner reminded the Council whether the play space is open to the public or not is not what is being decided. The question is whether there is good cause shown because it meets the intent of the City Code. Boland amended his motion to grant the license to Happy Horizons Childcare upon finding good cause for issuance. Bettge seconded the amendment to the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

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

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

Riedner introduced the item as written above. Boland pointed out this change will save mobilization costs. Bettge moved ratification of rejection of the bids for the 6th Street Pedestrian Improvements and combining the project to be bid with the 3rd Street Safety Improvements Phases 1 and 2 in FY2020/2021. Seconded by Boland. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Sustainability Report – Tyler Palmer

Palmer said the Environmental Services Group was formed in 2014 and presented the report (see attached presentation). Greenhouse gas is calculated for electricity is based on EPA numbers issued every two years. Mayor Lambert said the City is making great strides. Sullivan feels this information is very helpful in moving toward goals for strategic planning.

REPORTS

City Council

Council Members provided updates for events.

Mayor

Mayor Lambert said he held a MYAC meeting, attended an Airport Board meeting

Staff

None offered.

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

Boland moved and Bettge seconded to adjourn to Executive Session at 8:34 p.m.

ATTEST:

Bill Lambert, Mayor

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

Leah Carlson, Planner I

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on 5/13/2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Proposed Lot Division at 1110 S Main Street - 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. This was reviewed by the Public Works/Finance Committee on 5/13/2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the lot division request with no conditions.

PROPOSED ACTIONS

ACTION: Approve the proposed lot division with no conditions.

FISCAL IMPACT

No fiscal impact.

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. Application Letter
2. Property Descriptions
3. Site Plan
4. Site Plan with Setbacks

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.



LUP2019-0011

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;

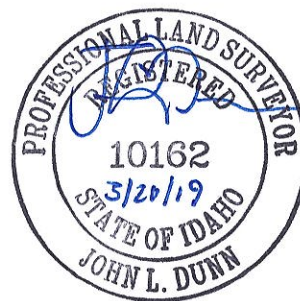
Thence N 89°33'48" W, 50.00 feet;

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

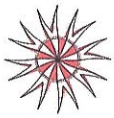
Containing 5000 square feet, more or less

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



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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;

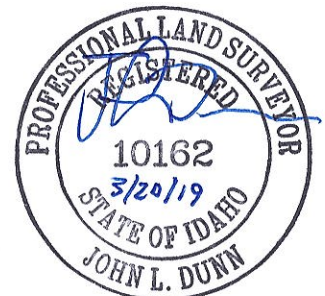
Thence along said right of way line, S 01°07'48" W, 70.92 feet to the **POINT OF BEGINNING**.

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

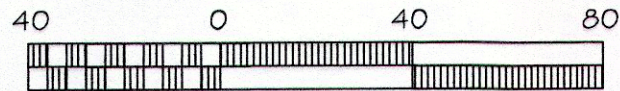
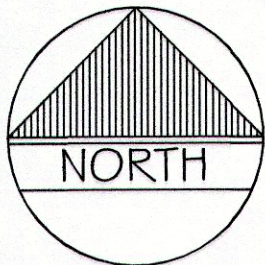


Received 4-8-19

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

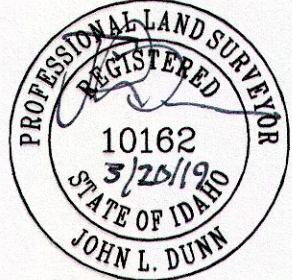
1. Warranty Deed, Inst. No. 596061
2. Warranty Deed, Inst. No. 585722
3. Warranty Deed, Inst. No. 441888
4. Warranty Deed, Inst. No. 577585
5. Quitclaim Deed, Inst. No. 450058
6. Record of Survey, Inst. No. 596458, PLS 10162, 2018
7. Record of Survey, Inst. No. 553744, PLS 12724, 2012
8. Record of Survey,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

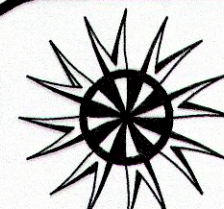
COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF John L. Dunn
AT 3:06 PM THIS 21 DAY OF 03, 2019

RECORDER

DEPUTY HENRIANNE K. WESTBERG

Handwritten signature and date



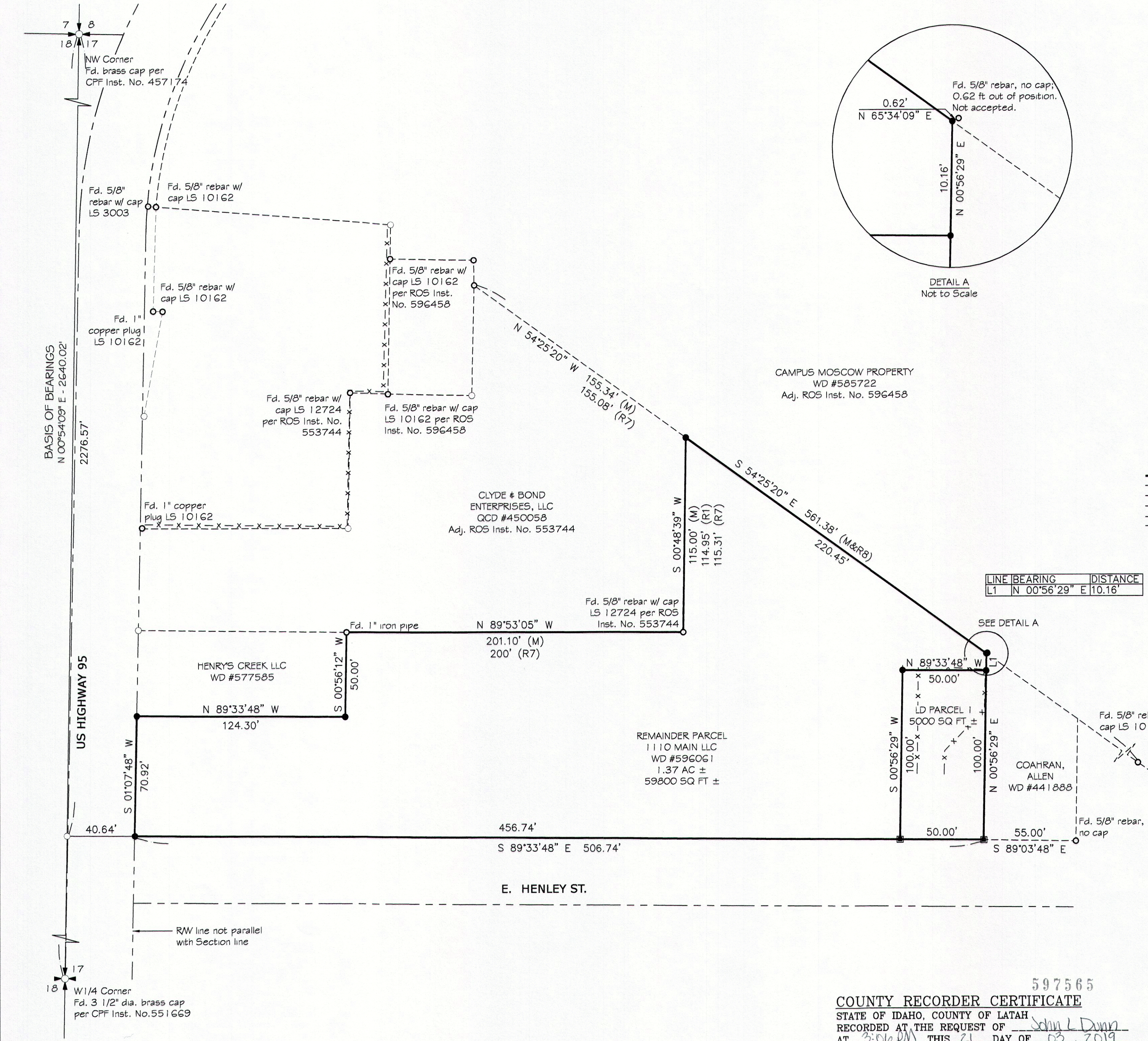
RIM ROCK CONSULTING, INC.

- Land Surveying
- Site Planning
- Mapping

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

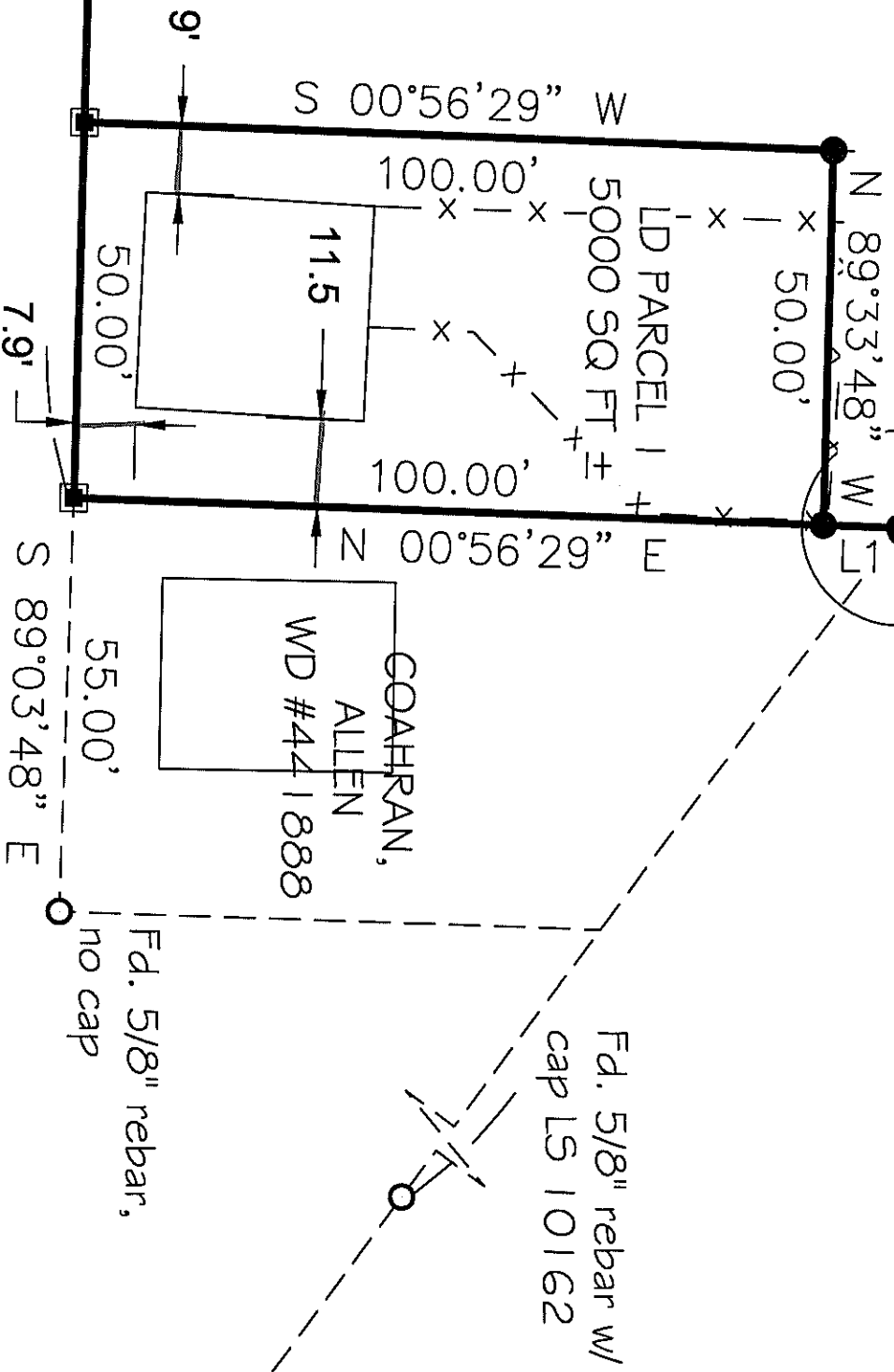
SHEET

1 OF 1



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

SEE DETAIL A



E. HENLEY ST.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on May 13, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lola Clyde Park Playground Slab and Pathway Bid Results - 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.

The Public Works / Finance Committee recommended approval on May 13, 2019.

STAFF RECOMMENDATION

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.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept 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.

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"):

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: 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, 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 – 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>
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

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.
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 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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on May 13, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lena Whitmore Park ADA Pathway Bid Results - 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.

The Public Works / Finance Committee recommended approval on May 13, 2019.

STAFF RECOMMENDATION

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.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept 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.

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"):

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: 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, 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 – 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

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

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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

Dwight Curtis, Parks & Recreation Director

REVIEWED BY

This was reviewed by the Administrative Committee on May 13, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Moscow Charter School (MCS) Request for HIRC Rental Fee Waiver for the 2019-2020 school year - Dwight Curtis / Tony Bonuccelli

DESCRIPTION

Moscow Charter School (MCS) is requesting a rental fee waiver for use of the HIRC facility for their physical education and movement classes for the 2019-2020 school year. The request is the same as last year, except fewer hours requested. The MCS would use one half-gym space, leaving the other half open for public use. The present school year's use alternates between 9-15 hours per week. The new request is for 8 hours per week. This has not negatively affected public use or City programs in the past and the MCS reciprocates with our use of their facilities for recreation programs during breaks and summer. The Parks and Recreation Commission reviewed the request on April 25, 2019.

This item was reviewed by the Administrative Committee on May 13, 2019, recommending City Council Approval.

STAFF RECOMMENDATION

Staff recommendation: Approve HIRC Rental fee waiver request by Moscow Charter School for the 2019-2020 School year.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve HIRC Rental fee waiver request by Moscow Charter School for the 2019-2020 School year.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2019-2020 School Year HIRC Request 4-18-19



MOSCOW CHARTER SCHOOL

Science • Technology • Engineering • Arts • Math

4/18/2019

Dear Moscow Parks and Recreation Commission,

The Moscow Charter School would like to request the fee waiver to use the Hamilton Indoor Recreation Center for the 2019-2020 school year. The times we would like to use are Wednesday from 8:30 am to 2:50 pm, Monday, Tuesday from 2:00 to 2:50 pm. These times are less than with our current school year. We have a qualified PE teacher to make sure the facility is well maintained, with respectful and appreciative students to use the facility.

In return the Parks and Recreation Department can use our facility for any future needs. We have a large multipurpose room that is generally available in the evenings and Summer, additional playfield space, classrooms, and a portable that can be used for seminars and workshops. Our portable and staff members have been used in the past to provide Summer and other Spring Break classes for Parks and Recreation.

We really appreciate your time and consideration in this process and we are happy to reciprocate the use of our facilities to help the Parks and Recreation Department.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Bonuccelli'.

Tony Bonuccelli

Administrator, Moscow Charter School

W 208-883-3195

C 509-336-9307

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

REVIEWED BY

Public Works/Finance Committee on May 13, 2019.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Moscow City-Wide Sidewalk Replacement Project FY2019 Bid Results and Contract Award - Scott Bontrager

DESCRIPTION

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.

This was reviewed by the Public Works/Finance Committee on May 13, 2019 and recommended for approval.

STAFF RECOMMENDATION

Staff Recommendation: Accept 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.

PROPOSED ACTIONS

ACTION: Accept 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.

FISCAL IMPACT

Funding for the project will be expended from Capital Projects - Sidewalk Program (350.150.40.770.73)

PERSONNEL IMPACT

ATTACHMENTS

1. 2019 Sidewalk Program Bid Tabulation
2. ConstructionAgreement-McCallsClassic;Sidewalk Program(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 repairs, including blind crossing, walls, sidewalks, concrete slabs, 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 accepted 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 this \$50k, the selected contractor will be required to remain as Idaho Public Works Liaison.

The maximum and proposed limit in the amount of Fifty Thousand Dollars (\$50,000) will be required of the relevant contractor, to remain in effect for the duration of the project. There shall also be required 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 installation and construction 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 part of the contract and shall have the same force and effect as if attached hereto. This offer is conditioned on the City's acceptance of the bid, and the undersigned and the agreement of the CITY in the terms and prices herein submitted.

1. All parties, qualifications and drawings submitted by the undersigned are true and correct as they appear in.
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.
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 City of Moscow, Idaho, is a public body and that the undersigned has been selected as part of the public accountants.
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 this proposal for the price 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 SF	\$ 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 SF	\$ 27.00	\$ 405.00
3e.	Remove and Dispose of Concrete Pedestrian Ramp	90 SF	\$ 27.00	\$ 2,430.00
4a.	Construct Reinforced Concrete Sidewalk	25 SF	\$ 54.00	\$ 1,350.00
4b.	Construct Standard Concrete Sidewalk	250 SF	\$ 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 SF	\$ 55.50	\$ 832.50
7.	Construct Concrete Pedestrian Ramp	115 SF	\$ 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 3 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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

REVIEWED BY

Public Works/Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Pedestrian Curb Ramp Improvement Project Project FY2019 Bid Results and Contract Award - Scott Bontrager

DESCRIPTION

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.

This was reviewed by the Public Works/Finance Committee on May 13, 2019 and recommended for approval.

STAFF RECOMMENDATION

Accept 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.

PROPOSED ACTIONS

ACTION: Accept 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.

FISCAL IMPACT

Funding for the project will be expended from Capital Projects - ITD FY19 ADA Ramps (350.150.40.770.74)

PERSONNEL IMPACT

ATTACHMENTS

1. 2019 Ped Curb Ramp Bid Tabulation
2. ConstructionAgreement-McCallsClassic;PedestrianCurbRampImprovementProject(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.

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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.

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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.

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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.

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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.

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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.

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City of Moscow
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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, 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 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 by 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 Submittal Number NA through NA have been delivered to the City 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 152197-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 CHICKSEEN 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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

REVIEWED BY

Reviewed by Administrative Committee on Monday, May 13.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Artwalk Beer and Wine Garden Resolution And Artwalk Sidewalk Cafe Temporary Expansion Resolution - Megan Cherry

DESCRIPTION

Artwalk 2019 is scheduled for June 21, 2019. Since 2016, Council has permitted beer and wine gardens within the City streets and rights-of-way in the Moscow Central Business District for select events by way of Council Resolution. The current proposal will allow appropriate City staff to issue permits for beer and wine gardens during Artwalk June 21st, 2019. An establishment interested in participating in Artwalk by hosting a beer/wine garden would contact the Community Events Manager to coordinate participation in accordance with this resolution and the authorized street closure permit process. Approved participating establishments are required to apply for a catering permit with the City of Moscow in accordance with State Liquor regulations. Additionally, the City regulates sidewalk cafes in the downtown central business to the area immediately in front of an establishment. In an effort to add to the festive and enticing atmosphere of Artwalk businesses may opt to expand their currently permitted sidewalk cafe to the abutting neighboring business property lines with the neighboring business' permission. An establishment wishing to temporarily expand its sidewalk cafe for Artwalk, pursuant to Resolution, would be required to file an amended Sidewalk Cafe Licensed Area diagram to the City Clerk with written permission from the neighboring business allowing the extension of the area in front of the neighboring business. Those establishments permitted to serve alcohol would be required to apply for a catering permit with the City of Moscow in accordance with State alcohol regulations. This was reviewed by the Administrative Committee on May 13, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the beer garden and sidewalk temporary expansion resolutions for Artwalk 2019.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Resolution related to beer and wine gardens and the Resolution related to temporary expansion of sidewalk cafes, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. ArtWalk;Beer-Wine(2019)pm3(002);mv
2. Beer-Wine-SidewalkCafeExpansionResolution(2019)pm1;mv(final)

RESOLUTION NO. 2019 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN MOSCOW DOWNTOWN CENTRAL BUSINESS ZONING DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE SECTION 10-1-12.

WHEREAS, Moscow City Code Section 10-1-12 prohibits the possession of alcoholic beverages while present in a public place or a place where the public has permitted access, including public streets and/or public rights-of-way in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, the City of Moscow and the Moscow Chamber of Commerce are sponsoring Artwalk (hereinafter the “Event”), June 21, 2019 in downtown Moscow; and

WHEREAS, Artwalk is an Event promoting the close connections between the Moscow Chamber of Commerce, the City of Moscow, and local artists; and

WHEREAS, Council wishes to encourage and promote downtown businesses during the Event; and

WHEREAS, Moscow Main Street between 6th and “A” Streets in Moscow is a City street (hereinafter “the Event Location”); and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions, contained herein and during limited hours during the Event; and

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during the Event; and

WHEREAS, Council wishes to grant authority to appropriate City staff to approve catering permits for Beer and/or Wine Gardens for the Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes the specific regulations herein balance the health and safety concerns of citizens with the desire to promote downtown businesses; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens, with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits; and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of any Beer and Wine Garden Sponsor permitted at the Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho as follows:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING ARTWALK 2019:

Intent:

This Resolution is intended to allow appropriate City staff to approve catering permits for Beer and/or Wine Gardens in City streets or rights-of-way in Moscow's downtown central business zoning district in appropriate locations approved by City staff for the sale and consumption of beer and/or wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Event. Other than as specifically provided herein, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution shall not establish precedent nor shall it apply to any event other than the Event held on the 21st day of June, 2019 from 4:00 p.m. to 9:00 p.m. Set-up may begin at 2:30 p.m.; tear-down and clean-up may continue until 10:30 p.m.

Liability, Insurance and Safety:

1. No less than five (5) days prior to the Event at which the licensed vendor will sell beer and/or wine, the Beer and/or Wine Garden Sponsor shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. City shall be named as an additional insured on the insurance policy of the licensed vendor.
3. No less than five (5) days prior to the Event, the Beer and/or Wine Garden Sponsor shall deliver to the City Clerk the signed original of an agreement with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Beer and/or Wine Garden Sponsor's use of the Event Location premises.
4. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of a Beer and/or Wine Garden Sponsor's activities allowed under this Resolution at any time he reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his designee to terminate all or part of any Beer and/or Wine Garden permitted for the Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine in the Beer and/or Wine Garden Sponsor's permitted area;
2. All beer and/or wine shall be sold only by a licensed vendor;
3. Every licensed vendor shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a catering permit;
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than five (5) days prior to the Event at which such licensed vendor shall sell beer and/or wine;
5. The City shall play no role in determining which vendor shall be selected to sell beer and/or wine in the Permitted Area during the Event described herein;
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Event. These persons shall be clearly identified and shall be stationed within ten feet (10') of the sales and/or dispensing counter between 4:00 p.m. and 9:00 p.m. while alcoholic beverages are being sold and/or consumed;

Sales and Consumption:

1. No less than five (5) days prior to the Event at which the licensed vendor will sell beer and/or wine, the Beer and/or Wine Garden Sponsor shall deliver to the City Clerk one (1) copy of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Street; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and, if any, (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by the Moscow City Supervisor or designee, and by the Moscow Chief of Police or designee prior to the Event;
2. All beer and/or wine sales and consumption shall take place within the area designated by the Beer and/or Wine Garden Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area(s) shall be physically separated from the rest of the Event Location by a barricade which is no less than forty four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade area;
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area;
5. No person shall be allowed to transport, purchase, consume or possess alcohol in the Permitted Area other than within the area designated for alcohol sales and consumption as shown on the map required by this Resolution;
6. There shall be no more than one (1) entrance and one (1) exit to the area designated for alcohol consumption, as shown on the map required by this Resolution;
7. All beer and/or wine shall be dispensed in and consumed from its original container or a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage;
8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it;

9. A sign shall be prominently posted at or near all entrances and exits to any area designated for beer and/or wine sales and/or consumption stating to the effect that no alcohol can be consumed within the Permitted Area unless it is purchased within such Permitted Area and that no person under twenty one (21) years of age may purchase, carry, or consume alcohol within the Permitted Area;
10. Beer and/or wine shall be sold only within the designated Beer and/or Wine Garden Sponsor's Permitted Area only between the hours of 4:00 p.m. and 9:00 p.m. on the 21st day of June, 2019;
11. Beer and/or wine shall be consumed only within the designated Beer and/or Wine Garden Sponsor's Permitted Area only between the hours of 4:00 p.m. and 9:00 p.m. on the 21st day of June, 2019, during the Event;
12. No person shall carry or consume an alcoholic beverage within the Beer and/or Wine Garden Sponsor's Permitted Area which is not purchased or dispensed from a licensed vendor at the Event and consumed within the approved consumption area. Consumption of alcohol not purchased within the Beer and/or Wine Garden Sponsor's Permitted Area and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee

The Beer and/or Wine Garden Sponsor shall submit to the City Clerk, within five (5) days of the Event, the required fee established by Council that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits within Moscow for a period of no less than five (5) years.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this _____ day of _____, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

RESOLUTION NO. 2019 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO GRANT AUTHORITY TO THE CITY SUPERVISOR OR DESIGNEE TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE AND THE TEMPORARY EXPANSION OF SIDEWALK CAFÉS IN MOSCOW DOWNTOWN CENTRAL BUSINESS ZONING DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE SECTION 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, Moscow City Code Section 10-1-12 prohibits the possession of alcoholic beverages in an open container while present in a public place or a place where the public has permitted access, including public streets and/or public rights-of-way in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by Council by Resolution; and

WHEREAS, Council wishes to encourage and promote downtown businesses during downtown events; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions; and

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during downtown events; and

WHEREAS, Council wishes to grant authority to the City Supervisor or Designee to allow for the temporary vending of beer and/or wine and the temporary expansion of sidewalk cafés during events (hereinafter the “Permitted Events”) in Moscow downtown Central Business Zoning District under specific regulations; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes the specific regulations herein balance the health and safety concerns of citizens with the desire to promote downtown businesses; and

WHEREAS, nothing contained within this Resolution is intended to waive other laws and regulations applicable to Alcoholic Beverages or Sidewalk Cafés; and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of any Beer and Wine Garden Sponsor or of the Permitted Events, and/or its affiliates, associations, contributors, supporters, participants, etc.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE AND THE EXPANSION OF SIDEWALK CAFES DURING PERMITTED EVENTS IN THE MOSCOW DOWNTOWN CENTRAL BUSINESS ZONING DISTRICT:

Intent:

This Resolution is intended to grant authority to the City Supervisor or Designee, to approve the temporary vending of Beer and/or Wine in Sidewalk Cafes and for the temporary expansion of Sidewalk Café's in City streets or rights-of-way in Moscow's downtown Central Business Zoning District in appropriate locations approved by City staff, for the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations, and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Event. Other than as specifically provided herein, sanitary, health, litter, police, fire, sidewalk cafe, alcohol vending, and other laws and regulations, shall be unaffected by this Resolution. This Resolution, is not a waiver of any State, County or local requirement of a permit of licensure related to sales and/or distribution of alcohol, including a requirement for a catering permit.

Liability, Insurance and Safety:

1. No less than five (5) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Beer and/or Wine Garden Sponsor shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. City shall be named as an additional insured on the insurance policy of the licensed vendor.
3. No less than five (5) days prior to the Permitted Event, the Beer and/or Wine Garden Sponsor shall deliver to the City Clerk the signed original of an agreement with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages, which may arise from the Beer and/or Wine Garden Sponsor's use of the Event Location premises.
4. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of a Beer and/or Wine Garden Sponsor's activities allowed under this Resolution at any time he reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or designee to terminate all or part of any Beer and/or Wine Garden permitted for the Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine in the Beer and/or Wine Garden Sponsor's permitted area;
2. All beer and/or wine shall be sold only by a licensed vendor;
3. Every licensed vendor shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a catering permit;
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than five (5) days prior to the Event at which such licensed vendor shall sell beer and/or wine;
5. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Event. These persons shall be clearly identified and

shall be stationed with ten feet (10') of the sales and/or dispensing counter while alcoholic beverages are being sold and/or consumed during the hours of the event.

Sales and Consumption

1. No less than five (5) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Beer and/or Wine Garden Sponsor shall deliver to the City Clerk one (1) copy of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Street; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and, if any, (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by the Moscow City Supervisor or designee, and by the Moscow Chief of Police or designee prior to the Event;
2. All beer and/or wine sales and consumption shall take place within the area designated by the Beer and/or Wine Garden Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area(s) shall be physically separated from the rest of the Permitted Event Location by a barricade which is no less than forty four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade area;
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area;
5. No person shall be allowed to transport, purchase, consume or possess alcohol in the Permitted Area other than within the area designated for alcohol sales and consumption, as shown on the map required by this Resolution;
6. There shall be no more than one (1) entrance and one (1) exit to the area designated for alcohol consumption, as shown on the map required by this Resolution;
7. All beer and/or wine shall be dispensed in and consumed from its original container or a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage;
8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it;
9. A sign shall be prominently posted at or near all entrances and exits to any area designated for beer and/or wine sales and/or consumption stating to the effect that no alcohol can be consumed within the Permitted Area unless it is purchased within such Permitted Area and that no person under twenty one (21) years of age may purchase, carry, or consume alcohol within the Permitted Area;
10. Beer and/or wine shall be sold only within the designated Beer and/or Wine Garden Sponsor's Permitted Area only between the hours specified on the Catering Permit and only during the Permitted Event;
11. Beer and/or wine shall be consumed only within the designated Beer and/or Wine Garden Sponsor's Permitted Area only between the hours specified on the Catering Permit and only during the Permitted Event; and

12. No person shall carry or consume an alcoholic beverage within the Beer and/or Wine Garden Sponsor's Permitted Area which is not purchased or dispensed from a licensed vendor at the Event and consumed within the approved consumption area. Consumption of alcohol not purchased within the Beer and/or Wine Garden Sponsor's Permitted Area and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Conditions of Sidewalk Cafe License:

1. A licensed Sidewalk Cafe operator, with written permission from an abutting business operator, and, if said establishment serving alcohol obtains a proper catering permit, may expand the Sidewalk Cafe operation to include the unobstructed portion of the abutting sidewalk in front of the neighboring business up to, but not including, the doorway to the neighboring business;
2. Any Sidewalk Cafe wishing to expand its Sidewalk Cafe business during the event shall be required to file an amended Sidewalk Cafe Licensed Area Diagram to the City Clerk along with the written permission from the neighboring business allowing the extension of the area in front of the neighboring business;
3. Any Sidewalk Cafe establishment permitted to serve alcohol shall apply for and pay for a catering permit with the City of Moscow in accordance with state Alcohol Regulations;
4. Any Sidewalk Cafe establishment permitted to serve alcohol shall provide delineation of the Licensed Area, consisting of a non-permanent physical barrier such as a railing, potted plants, decorative chain, fence, rope or other physical barrier, as required and approved by the City; and
5. Any Sidewalk Café's expanded Licensed Area shall be returned to the condition it was prior to the approved amended Sidewalk Café Licensed Area for the Permitted Event.

Fee:

The Beer and/or Wine Garden Sponsor shall submit to the City Clerk, within five (5) days of the Event, the required fee established by Council.

Failure to Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits or catering permits within Moscow for a period of not less than five (5) years.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on May 13, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report April 2019 - 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 disbursement report.

PROPOSED ACTIONS

ACTION: Approve 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 ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		4/4/2019	4/11/2019	4/18/2019	4/25/2019	4/15/2019 4/29/2019	4/4/2019	4/12/2019	4/26/2019	
BATCH #		00001.04.2019	00003.04.2019	00004.04.2019	00006.04.2019	00005.04.2019 00007.04.2019	00001.04.2019 00004.04.2019	00100.04.2019	00200.04.2019	
CHECK #'s		90760-90843	90844-90912	90913-90978	90979-91035	Apr. CC ACHs	90832,90833,90949	20951-20959	20960-20969	
Fund #										0.00
101	ACH for Wells Fargo to be Imported									821,358.16
105	GENERAL	43,812.22	34,038.61	80,455.63	42,324.91	21,840.86		289,321.76	309,564.17	116,360.44
120	STREETS	42,206.32	1,273.58	19,389.03		742.07		25,049.25	27,700.19	173,020.15
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	23,604.16
123	MSD COMM. PLAY FIELDS	59.55	542.11	17,210.32	2,253.00	108.00		1,618.70	1,812.48	9,077.04
128	1912 CENTER			9,077.04						2,640.57
220	TRANSIT CENTER	331.76	1,036.15	1,272.66						193,853.06
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	184,783.28
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	279,369.71
290	SANITATION		267,544.21	781.30		228.49		5,360.80	5,454.91	91,854.86
295	FLEET	51,744.10	3,447.90	9,624.36		1,709.54		13,309.87	12,019.09	80,592.28
320	INFORMATION SYSTEMS	246.61		32,496.02	4,573.49	6,047.16		18,626.01	18,602.99	81,299.65
330	WATER CAPITAL PROJECTS	61,928.00	12,495.85	3,690.00	3,185.80					0.00
340	SEWER CAPITAL PROJECTS									0.00
350	SANITATION CAPITAL PROJ									62,648.62
355	CAPITAL PROJECTS	231.27	16.44	31,717.02	30,683.89					0.00
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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

REVIEWED BY

This was reviewed by the Administrative Committee on May 13, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Waiver of McConnell Mansion re-roof permit fees – Gary J. Riedner

DESCRIPTION

The Latah County Historical Society is replacing the roof on the McConnell Mansion. The LCHS is proceeding with roof replacement this summer and is requesting the Council to waive the building permit fees for the project. The amount of the permit fee is \$675.50.

This was considered by Administrative Committee on May 13, 2019 and recommended for approval.

STAFF RECOMMENDATION

Staff Recommendation: Approve the waiver of McConnell Mansion re-roof permit fees.

PROPOSED ACTIONS

PROPOSED ACTIONS: Waive permit fees in the amount of \$675.50 for McConnell Mansion roof replacement project.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. LCHS Request for Waiver

Gary Riedner

From: Corey O'Brien
Sent: Wednesday, May 8, 2019 4:06 PM
To: Gary Riedner
Subject: FW: Permit Fees Waiver

Gary,

Below is the request from Dulce to waive the permit fee of \$675.50 for the re-roof of the McConnell Mansion. Let me know if anything else is needed.

Thank you,

Corey O'Brien

Permit Coordinator
221 E. Second St/ PO Box 9203
Moscow, ID 83843
E | cobrien@ci.moscow.id.us
P | 208-883-7009
O | 208-883-7022
F | 208-883-7033



From: Dulce Kersting-Lark [mailto:dkersting@latah.id.us]
Sent: Wednesday, May 08, 2019 3:46 PM
To: Corey O'Brien <cobrien@ci.moscow.id.us>
Subject: Permit Fees Waiver

Good afternoon Corey,

As we discussed on the phone today, the Latah County Historical Society and Latah County are preparing to commence the roof replacement project at the McConnell Mansion museum (110 S. Adams Street). We have submitted the paperwork required to secure all proper permits from the City of Moscow to proceed, but are hopeful that the associated fees might be waived. The McConnell Mansion is a museum open to all residents of and visitors to Moscow, free of charge. Our nonprofit organization would be grateful for the fee waiver.

Thank you for your consideration,

Dulce Kersting-Lark
Executive Director
Latah County Historical Society
208-882-1004
dkersting@latah.id.us

COMMITTEE STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Consideration of City of Moscow Mayor and City Council Salary Adjustments (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

Moscow City Code 1-8-1 states that "the salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index as published by the United States Department of Labor. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments. Ref. Idaho Code, § 50-203." The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2017 to December 31 2018. The calendar year 2017 Consumer Price Index (CPI) was 0.12% while the calendar year 2018 CPI was 1.3%. In accordance with Moscow City Code 1-8-1 the salary adjustment would be appropriated during the budget considerations and final adoption and effective salary would begin January 1, 2020.

This was considered by the Administrative Committee on May 13, 2019 and recommended for approval.

STAFF RECOMMENDATION

Recommend approval of the attached Ordinance making salary adjustments for Mayor and City Council effective January 1, 2020.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the attached Ordinance making salary adjustments for Mayor and City Council effective January 1, 2020 or take such other actions deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. AdjustingCouncilMayor2020Salary(pm3)(gjr1)

ORDINANCE NO. 2019 –

AN ORDINANCE AMENDING TITLE 1, CHAPTER 8 OF THE MOSCOW CITY CODE; PROVIDING FOR INCREASES IN THE SALARIES OF CITY ELECTIVE OFFICERS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, City Council deems it appropriate to increase the salaries of the Mayor and City Council in accordance with the Consumer Price Index based upon January to January Index for the past twenty four (24) months (point one two percent [0.12%] for 2017 and one point three percent [1.3%] for 2018), pursuant to Moscow City Code § 1-8-1 and Idaho Code § 50-203; and

WHEREAS, utilizing such Index, the appropriate salary for the office of Mayor shall be two thousand twenty eight dollars and fifty cents (\$2,028.50) per month and the salary for members of the City Council shall be seven hundred three dollars and twenty eight cents (\$703.28) per month; and

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MOSCOW AS FOLLOWS:

SECTION 1. That Title 1, Chapter 8, Section 2 of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 8-2. Salaries of Elective Officers.

The salary for elective officers shall be as follows:

Effective January 01, ~~2018~~2020:

Mayor	\$2,007.24 <u>2028.50</u>	per month
Council	\$695.84 <u>703.28</u>	per month

SECTION 3. SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 1 shall be in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the date of its passage, approval and the publication thereof as aforesaid.

PASSED by the Council and APPROVED by the Mayor this ____ day of _____, 2019.

Bill Lambert, Mayor

ATTEST:

Caylee Birge, Deputy City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, May 20, 2019



RESPONSIBLE STAFF

Dwight Curtis, Parks & Recreation Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Authorization for Parks and Recreation Director to Administratively Approve Annual Moscow Charter School Request for HIRC Rental Fee Waiver (ACTION ITEM) - Dwight Curtis

DESCRIPTION

Staff is seeking authorization for the Parks and Recreation Director to administratively approve the annual Moscow Charter School (MCS) request for HIRC rental fee waiver, provided the requests are for the same or less hours than the previous year's approved request. The MCS utilizes half of the gym for their physical education classes.

The MCS requests have become routine through the years and unless there is an increase in the usage being sought, having the Parks and Recreation Director administratively approve the request is a more efficient use of time and resources. Should there be an increase in time used request, it would simply be brought through for a City Council decision.

The request for the 2019-2020 school year is for 8 hours per week.

There has been no negative affect on public use or City programs in the past.

STAFF RECOMMENDATION

Staff recommendation: Authorize the Parks and Recreation Director to administratively approve the annual Moscow Charter School requests for HIRC rental fee waiver, provided the requests are for the same or less hours than the previous year's approved request.

PROPOSED ACTIONS

PROPOSED ACTIONS: Authorize the Parks and Recreation Director to administratively approve the annual Moscow Charter School requests for HIRC rental fee waiver, provided the requests are for the same or less hours than the previous year's approved request.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. FeeWaiver;MoscowCharterSchool(2019)pm2

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO WAIVE RENTAL FEES FOR THE HAMILTON INDOOR RECREATION CENTER (HIRC); PROVIDING THAT SUCH AUTHORIZATION PERTAINS ONLY TO THE MOSCOW CHARTER SCHOOL; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, City was recipient of funds from the estate of Bobby C. Hamilton for the purpose of providing recreational opportunities for the City of Moscow's children; and

WHEREAS, the Hamilton Indoor Recreation Center (HIRC) was built with funds from the bequest of Bobby Hamilton for the benefit of young children; and

WHEREAS, Moscow Charter School is in close proximity to the HIRC and provides educational opportunities to children who have a need for an indoor recreation area;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

1. The Parks and Recreation Director shall have authorization to administratively approve future Hamilton Indoor Recreation Center (HIRC) rental fee waiver requests by Moscow Charter School, as long as the requested number of hours is equal to or less than the eight (8) previously approved use hours.
2. The annual requests from Moscow Charter School must be recommended for approval by the Parks and Recreation Commission prior to the Parks and Recreation Director's approval.
3. City programs will continue to have priority.
4. That this Resolution shall become effective as of the ____ day of _____, 2019.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk