



## Public Works / Finance Committee

### Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

[www.ci.moscow.id.us](http://www.ci.moscow.id.us)

208.883.7015

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**Monday**

**Council Chambers**

**4:30 PM**

**March 26, 2018**

**206 E. Third St.**

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### Action Items

**1. Approval Of Public Works/Finance Committee March 12, 2018 Minutes – Laurie M. Hopkins**

Documents:

[PWF COMMITTEE MINUTES OF 3-12-18.PDF](#)

**2. Public Meeting - 710 Pullman Road Lot Division - Ryan Cash**

Whipple Consulting Engineers have requested a lot division of a 62,714 sf parcel of land legally addressed as 710 Pullman Road within the City of Moscow. The applicant proposes to establish two parcels of approximately 21,506 sf and 41,208 sf from the original 62,714 sf parcel. The subject property is located within the Motor Business (MB) Zone where there is no minimum lot area or width for commercial uses. The two proposed parcels will meet all minimum lot requirements for the MB Zone. There are currently two vehicular approaches that provide access to the subject property from Pullman Road and one approach from 'A' Street. The two easterly approaches are shared with the Renaissance Mall development adjacent to the east and have shared access easements across both properties. The applicant is proposing to establish an access easement across the newly created Lot 1 two allow cross access through the site. In accordance with City of Moscow requirements, property owners within 600 ft of the property have been notified of the proposed division and the site had been posted seven (7) days prior to the meeting date.

**PROPOSED ACTIONS:**

Recommend approval of the lot division request; recommend approval of the lot division request with conditions; or deny the lot division request; or provide staff further direction.

Documents:

[PUBLIC MEETING FOR 710 PULLMAN RD LOT DIVISION.PDF](#)

### **3. FY18 Children Pedestrian Safety - Grant Award - LHTAC/Local Agreement - Alisa Anderson**

The funding for a state grant opportunity called Children Pedestrian Safety (CPS) program was established in 2017 as part of the Idaho State Surplus Eliminator Program. The program is designed to fund “shovel ready” projects that can be ready for bid within 90 days of the grant award acceptance. This program will only fund maintenance projects which include pathways and sidewalks along an existing roadway, ADA ramps, and other pedestrian facilities. City staff submitted a grant request for the CPS program in December 2017 requesting \$250,000 to fund pedestrian safety improvements to Third Street from Washington Street to Mountain View Road with the intent of creating a continuous pedestrian and bicycle friendly corridor. On February 27, 2018, the City received a letter of award detailing project implementation instructions and a Local Agreement with the Local Highway Technical Assistance Council (LHTAC), Program Administrator. The award is for the full amount requested of \$250,000 with no match requirements.

**PROPOSED ACTIONS:** Recommend City Council accept the Children Pedestrian Safety program grant award and the LHTAC/Local Agreement for \$250,000 for the Third Street Pedestrian Safety Improvements; or provide staff further direction.

Documents:

[FY18 CHILDREN PEDESTRIAN SAFETY GRANT AWARD.PDF](#)

### **4. 1912 Center Roof Replacement Project Re-Bid Results - David Schott**

Bids for the 1912 Center Re-roofing Project opened on February 22, 2018 with two responsive bidders. The 1912 Center Facility Development Committee recommended the base bid of \$178,432 and alternate #1 (seven lower roofs) of \$11,300 for a total bid amount of \$189,732 from Darden Enterprises. Alternate #2 was not recommended by the 1912 Center Facility Development Committee due to cost. A bid tabulation is attached. Jenny Kostroff, with Heart of the Arts, has pledged to fund alternate #1 (\$11,300) from Heart of the Arts. The Parks and Recreation Department is requesting to proceed with Darden Enterprises for the project. The 1912 Center roofing project was scheduled for FY17, but could not be completed as all bids were rejected by City Council on July 17, 2017; therefore, the appropriated funds were not expensed and the project was delayed until FY18.

The Parks and Recreation Department is requesting to open the FY18 budget to account for the unanticipated revenue and expense associated with this project. The revenue, \$11,300 from the Heart of the Arts, will be receipted into 350-000-00-476-21, Capital Projects Donations - Parks & Recreation. The expense, \$213,560 will be expensed from 350-165-30-770-72, Capital Projects Building Improvements - Parks & Recreation. The Parks & Recreation Department is further requesting that the appropriation fund for this expense be determined by administration.

**PROPOSED ACTIONS:** Recommend City Council accept the low bid from Darden Enterprises, or provide staff further direction.

Documents:

[1912 CENTER ROOF REPLACEMENT PROJECT RE-BID  
RESULTS.PDF](#)

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



## Public Works/Finance Committee

### Regular Meeting ~Minutes~

Laurie M. Hopkins  
City Clerk

[www.ci.moscow.id.us](http://www.ci.moscow.id.us)

208.883.7015

**Monday  
March 12, 2018**

**4:00 PM**

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

**The meeting was called to order at 4:00 PM**

**PRESENT:** Kathryn Bonzo Chair, Jim Boland Councilmember, Anne Zabala Councilmember

**ABSENT:** Brandy Sullivan Councilmember

**OTHERS:** Councilmember Art Bettge

**STAFF:** Les MacDonald, Alisa Anderson, Sarah Banks, Laurie M. Hopkins

**1. Approval of Public Works/Finance Committee February 26, 2018 Minutes – Laurie M. Hopkins**

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>ACCEPTED [UNANIMOUS]</b>            |
| <b>AYES:</b>   | Kathryn Bonzo, Jim Boland, Anne Zabala |
| <b>ABSENT:</b> | Brandy Sullivan                        |

**2. Disbursement Report for February 2018 - Sarah Banks**

Staff will present the Accounts Payable Report for the month ending February 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on March 12, 2018.

**ACTION:** Approve the Disbursements Report for the month of February 2018.

Banks went through the major expenditures. The Committee approved and signed the Disbursements Report.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>APPROVED [UNANIMOUS]</b>            |
| <b>AYES:</b>   | Kathryn Bonzo, Jim Boland, Anne Zabala |
| <b>ABSENT:</b> | Brandy Sullivan                        |

**3. Fourth Quarter Financial Report July 1, 2017 to September 30, 2017 for FY2017 - Sarah Banks**

Staff will present the financial report for the fourth quarter of fiscal year 2017 (July 1, 2017 to September 30, 2017). This was reviewed and recommended for approval by the Public Works/Finance Committee on March 12, 2018.

**ACTION:** Approve the FY2017 Fourth Quarter report.

Banks presented the report. The Committee recommended approval and that it be placed on the Council consent agenda.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>APPROVED [UNANIMOUS]</b>            |
| <b>AYES:</b>   | Kathryn Bonzo, Jim Boland, Anne Zabala |
| <b>ABSENT:</b> | Brandy Sullivan                        |

Minutes Acceptance: Minutes of Mar 12, 2018 4:00 PM (Regular Items)

#### 4. FY18 Local Strategic Initiatives Program - Grant Award - LHTAC/Local Agreement - Les MacDonald

The funding for a state grant opportunity called Local Strategic Initiative (LSI) was established in 2017 as part of the Idaho State Surplus Eliminator Program. The program is designed to fund “shovel ready” maintenance projects that address safety and mobility and can be ready for bid within 90 days of the grant award acceptance. City staff submitted a grant request for the LSI program in December 2017 requesting \$477,450 to fund the 2018 Pavement Preservation Project. The proposed project included the application of approximately 269,200 square yards of slurry seal on city streets at various locations throughout Moscow. On February 21, 2018, the City received a letter of award detailing project implementation instructions and a Local Agreement with the Local Highway Technical Assistance Council (LHTAC), Program Administrator. The award is for the full amount requested of \$477,450 with no match requirements. This was reviewed and recommended for approval by the Public Works/Finance Committee on March 12, 2018.

**PROPOSED ACTIONS:** Accept the Local Strategic Initiatives grant award and execute the LHTAC/Local Agreement for \$477,450 for the 2018 Pavement Preservation Program or take other action deemed appropriate.

MacDonald presented the item explaining the funding and the shovel ready 90 day project requirement. The City Council previously approved this application to be applied for and this contract is based on the award letter. The project will include three areas of Moscow and MacDonald described the areas. The Committee recommended approval and that it be placed on the Council regular agenda.

|                |                                                   |
|----------------|---------------------------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED TO COUNCIL REGULAR [UNANIMOUS]</b> |
| <b>AYES:</b>   | Kathryn Bonzo, Jim Boland, Anne Zabala            |
| <b>ABSENT:</b> | Brandy Sullivan                                   |

#### 5. FTA Master Agreement and FY2018 Certifications and Assurances - Alisa Anderson

In order to receive grant funding from the Federal Transit Administration (FTA) as a direct recipient or a sub-recipient through the Idaho Transportation Department (ITD), the City must review, acknowledge, and approve the FTA Master Agreement and the affirm and execute the FY2018 Certifications and Assurances on an annual basis. This was reviewed and recommended for approval by the Public Works/Finance Committee on March 12, 2018.

**ACTION:** Approve the FTA Master Agreement and affirm and execute the FY2018 Certifications and Assurances.

**This item was heard as Item #2.**

Anderson introduced the item and described the changes in the agreement. MacDonald suggested a memo to include in the Council packet to explain what has changed. The Committee recommended approval and that it be placed on the Council consent agenda.

Anderson also informed the Committee that Moscow was not selected for the Tiger Grant. Most of the projects approved were highway projects. The Mayor and Riedner are in Washington DC and have a meeting Tuesday with the Department of Transportation and Anderson has informed them so that they can discuss.

|                |                                                   |
|----------------|---------------------------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]</b> |
| <b>AYES:</b>   | Kathryn Bonzo, Jim Boland, Anne Zabala            |
| <b>ABSENT:</b> | Brandy Sullivan                                   |

#### 6. 6th and Mountain View Stop Sign Warrant Study - Les MacDonald

There has been discussion of the possible installation of a 4-Way stop at the intersection of 6th Street and Mountain View Road for some time. In 2017, the Public Works Department conducted a traffic warrant analysis in accordance with the City's adopted Policy and Procedure for Stop Sign Installation and Removal Requests and the Manual on Uniform Traffic Control Devices (MUTCD). Of the six criteria listed in the MUTCD, only one was met, and the analysis concluded that the installation of a four-way stop was not warranted under MUTCD guidelines or the adopted City Stop Sign Policy.

This item was presented to the Public Works/Finance Committee on February 26, 2018. The Committee requested additional information regarding a longer history of vehicular accidents at the intersection, bicycle and pedestrian counts, the option to include turn lanes on Sixth Street, and details about the warrant analysis. Additional information pertaining to these items was presented to the Committee at their meeting on March 12, 2018. At that meeting, the Committee agreed with the recommendation of Staff based on the traffic warrant analysis that no changes to traffic control be made at the intersection at this time.

**PROPOSED ACTIONS:** Receive the report and provide staff with further direction.

MacDonald presented a brief history of the intersection and policies as written above and as discussed at the last meeting. Staff reviewed the Manual on Uniform Traffic Control Devices (MUTCD) for specific details on requirements for hours and it was vague. Staff used 11:00 a.m. to 6:00 p.m. in this specific assessment. There was no data available on bicycle pedestrian counts. There is a turn lane on the west side of the intersection but there is not enough width for a turn lane on the east side. In a 10 year period, there were 17 accidents at this intersection. For the intersection to warrant a four-way stop, the MUTCD looks for five or more accidents within 12 months. The largest accident per 12 month period was 3 accidents in 2012. The Mountain View and D Street intersection did not warrant a four-way stop but City Council decided to have it installed due to Moscow School District urging and high pedestrian and busses.

The Committee is recommending no stop sign be installed as the intersection because it doesn't meet warrants, an additional east-west connector is scheduled to be built this year and a round-about at this intersection is scheduled to be built in the next five years.

#### Adjourn

The meeting was closed at 4:47 PM

**MOSCOW CITY COUNCIL AGENDA****Meeting Date:** 03/26/2018**Title:** Public Meeting - 710 Pullman Road Lot Division**Responsible Staff:** Ryan Cash

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***Information***

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**DESCRIPTION:** Whipple Consulting Engineers have requested a lot division of a 62,714 sf parcel of land legally addressed as 710 Pullman Road within the City of Moscow. The applicant proposes to establish two parcels of approximately 21,506 sf and 41,208 sf from the original 62,714 sf parcel. The subject property is located within the Motor Business (MB) Zone where there is no minimum lot area or width for commercial uses. The two proposed parcels will meet all minimum lot requirements for the MB Zone. There are currently two vehicular approaches that provide access to the subject property from Pullman Road and one approach from 'A' Street. The two easterly approaches are shared with the Renaissance Mall development adjacent to the east and have shared access easements across both properties. The applicant is proposing to establish an access easement across the newly created Lot 1 two allow cross access through the site. In accordance with City of Moscow requirements, property owners within 600 ft of the property have been notified of the proposed division and the site had been posted seven (7) days prior to the meeting date.

**STAFF RECOMMENDATION:** Recommend approval of the lot division request.

**PROPOSED ACTION:** Recommend approval of the lot division request; recommend approval of the lot division request with conditions; or deny the lot division request; or take such other action deemed appropriate.

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***Necessary Resources/Impacts***

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<Type your fiscal/personnel/miscellaneous impacts here or N/A>

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***Attachments***

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710 Pullman Road Request Letter  
 710 Pullman Road Site Plans and Legal Descriptions  
 710 W Pullman Rd Zoning Image  
 710 W Pullman Rd Lot Div Public Hearing Notice



Whipple Consulting Engineers, Inc.

February 12<sup>th</sup>, 2018  
WCE W.O. No. 17-1938

City of Moscow  
206 E. Third Street  
Moscow, ID, 83843

Attn: Mayor Bill Lambert and Council Members

**Re: The proposed Vandel Row lot split**

Dear Mayor Bill Lambert and Council Members,

As a representative of the owner of the current parcel referred to in the enclosed document, we are requesting a lot division pertaining to our recent lot split as noted herein. The southerly half of the lot, as outlined, is proposed to become a commercial strip center which will take the place of the current vacant Jack and the Box building. The proposed lot will feature new landscaping and a parking arrangement that will compliment the adjacent Pullman Road and A Street frontage. The proposed building will be constructed per the standards of the City of Moscow. The proposed building will showcase a modern architectural design that will match the spirit and ambition of the City of Moscow. The proposed use will be pedestrian and cyclist friendly, as well as providing an ADA accessible route to and from the public right of-way.

The northerly lot will be provided sewer, water, and dry utilities for future development to be determined. There will be an access easement between the two proposed lots allowing people to access both sites from the south and north.

Respectfully Submitted,

A handwritten signature in blue ink, reading "Elliott Whipple".

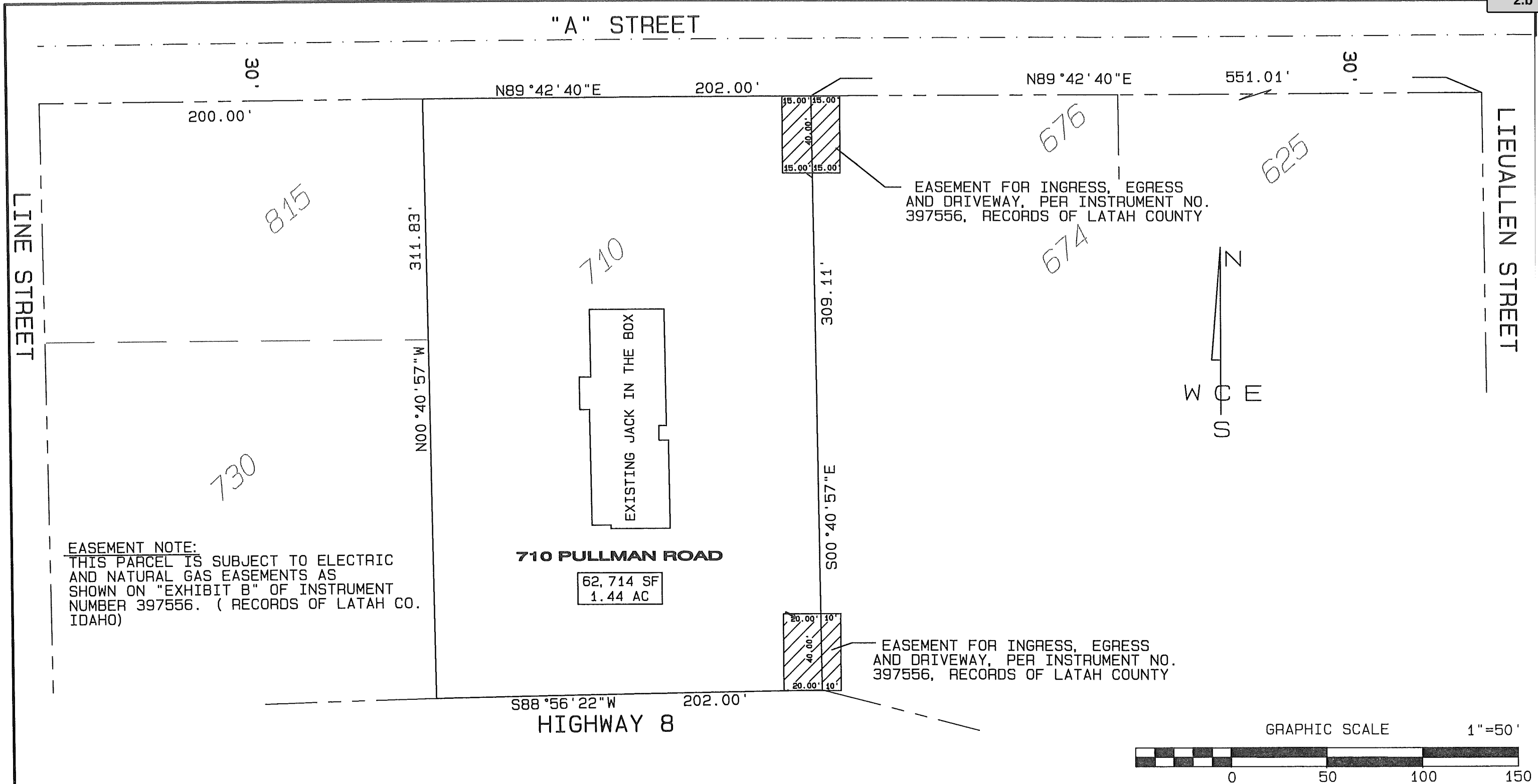
Elliott Whipple  
Design Engineer

Enc: Complete description of the property, Community Development Application fee for Lot Division, Engineering Review fee

CC: File

LINE STREET

LIEUALLEN STREET



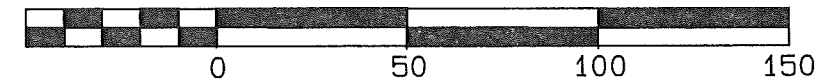
EASEMENT NOTE:  
THIS PARCEL IS SUBJECT TO ELECTRIC  
AND NATURAL GAS EASEMENTS AS  
SHOWN ON "EXHIBIT B" OF INSTRUMENT  
NUMBER 397556. ( RECORDS OF LATAH CO.  
IDAHO)

710 PULLMAN ROAD

62,714 SF  
1.44 AC

EASEMENT FOR INGRESS, EGRESS  
AND DRIVEWAY, PER INSTRUMENT NO.  
397556, RECORDS OF LATAH COUNTY

GRAPHIC SCALE 1"=50'



|                                                                                                              |             |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                        |                         |                                 |
|--------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------|
| <b>PROJ#:</b> 17-1938<br><b>DATE:</b> 2/21/2018<br><b>DRAWN:</b> TPI<br><b>APPROVED:</b> TPI<br><b>F. B.</b> | CIVIL       | <br><b>WHIPPLE CONSULTING ENGINEERS, INC.</b><br>CIVIL AND TRANSPORTATION ENGINEERING<br>21 SOUTH PINES ROAD<br>SPOKANE VALLEY, WA 99206<br>PH: 509-893-2617 FAX 509-926-0227 | <b>EXHIBIT MAP<br/>EXISTING LAYOUT</b><br><br>710 PULLMAN ROAD<br><br>LOCATED WITHIN<br>NW 1/4, SE 1/4, SEC 7, T.39 N., R.5 W. B.M.,<br>CITY OF MOSCOW, LATAH COUNTY<br>STATE OF IDAHO | <b>SHEET<br/>1 OF 1</b> | <b>JOB NUMBER<br/>2017-1938</b> |
|                                                                                                              | STRUCTURAL  |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                        |                         |                                 |
|                                                                                                              | X SURVEYING |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                        |                         |                                 |
|                                                                                                              | TRAFFIC     |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                        |                         |                                 |
|                                                                                                              | PLANNING    |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                        |                         |                                 |
|                                                                                                              | LANDSCAPE   |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                        |                         |                                 |
|                                                                                                              | OTHER       |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                        |                         |                                 |

Attachment: 710 Pullman Road Site Plans and Legal Descriptions (1682 : Public Meeting - 710 Pullman Road Lot Division)

## EXHIBIT A

## LEGAL DESCRIPTION OF THE LAND

The land referred to in this policy is situated in the State of Idaho, County of Latah and is described as follows:

The portion of the NW1/4SE1/4, Section 7, Township 39 North, Range 5, W.B.M., described as follows:

Commencing at the intersection of the South right of way line of "A" Street and the West right of way of Lieuallen Street; thence West along said South right of way a distance of 391.45 feet to the TRUE POINT OF BEGINNING; thence Southerly S. 00° 11' 00" E. 362 feet, more or less, to the point of intersection with the Northerly right of way of State Highway No. 8 as now located and constructed; thence Westerly along said North right of way line to the point of intersection with a line drawn parallel with and 200 feet Easterly of the East right of way line of Line Street; thence Northerly along said parallel line a distance of 311 feet, more or less, to the point of intersection with the South right of way line of "A" Street; thence Easterly along said South line a distance of 362 feet, more or less, to the POINT OF BEGINNING.

LESS AND EXCEPT Commencing at the intersection of the South right of way line of "A" Street and the West right of way of Lieuallen Street; thence West along said South right of way line a distance of 391.45 feet to the TRUE POINT OF BEGINNING; thence Southerly S. 00° 11' 00" E. 362 feet, more or less, to the point of intersection with the Northerly right of way of State Highway No. 8 as now located and constructed; thence Westerly along said North right of way line to the point of intersection with a line drawn parallel with, and 402 feet Easterly of the East right of way line of Line Street; thence Northerly along the common boundary a distance of 311 feet, more or less, to the point of intersection with the South right of way line of "A" Street; thence Easterly along said South line a distance of 160 feet, more or less, to the POINT OF BEGINNING.

SAME BEING DESCRIBED IN SURVEY PREPARED BY J-U-B ENGINEERS, INC. DATED JANUARY 7, 1997, JOB NO. 20202 AS FOLLOWS:

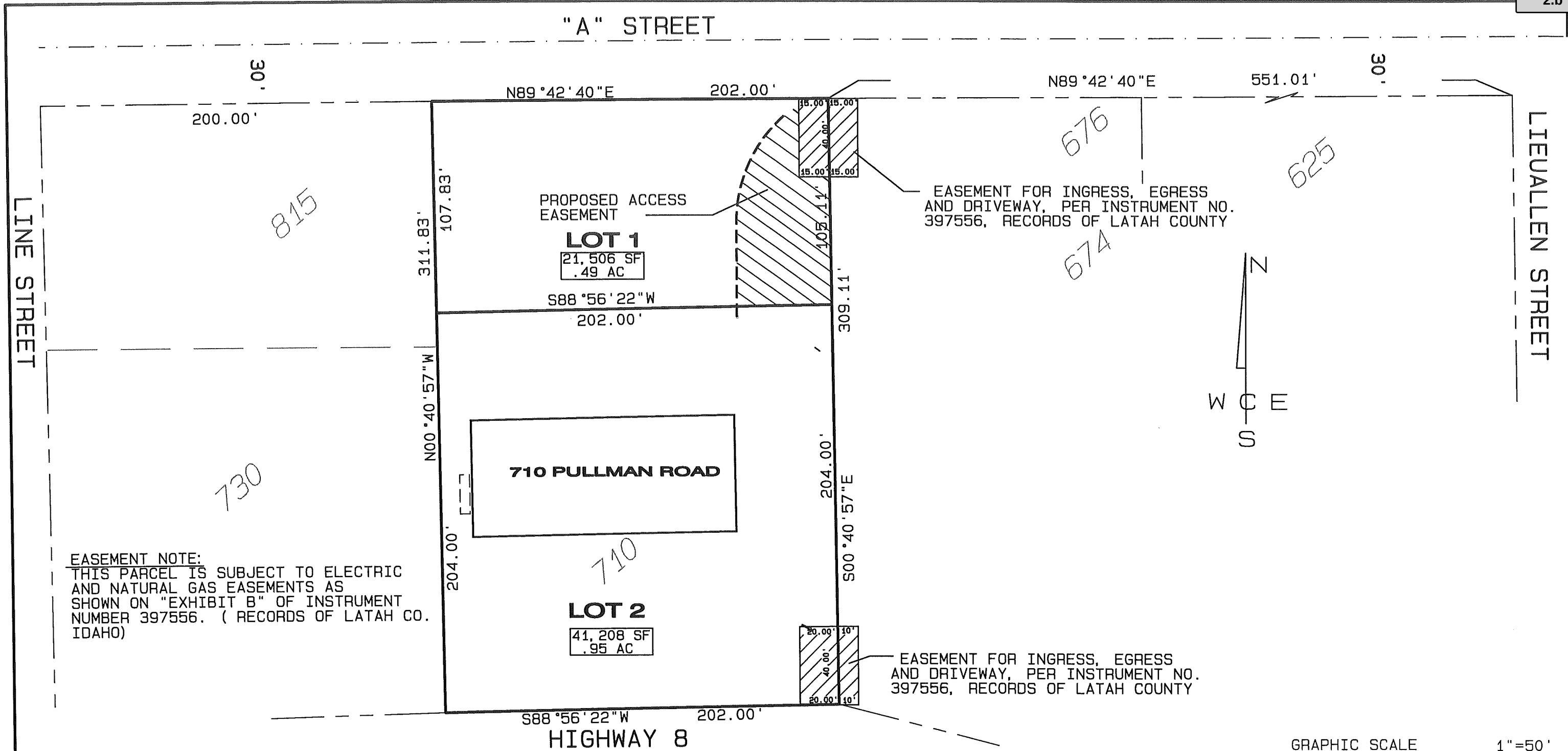
That portion of the NW1/4SE1/4, Section 7, Township 39 North, Range 5, W.B.M., described as follows:

Commencing at the intersection of the Southerly right of way of "A" Street with the Westerly right of way of Lieuallen Street; thence along said Southerly right of way S. 89° 42' 40" W. 551.01 feet to a point on a line that is 402 feet Easterly of (at right angles to) and parallel with the Easterly right of way of Line Street, said point being the REAL POINT OF BEGINNING; thence leaving said Southerly right of way S. 00° 40' 57" E. 309.11 feet to a point on the Northerly right of way of State Highway 8; thence along said Northerly right of way S. 88° 56' 22" W. 202 feet; thence leaving said Northerly right of way N. 00° 40' 57" W. 311.83 feet to said Southerly right of way of "A" Street; thence along said Southerly right of way N. 89° 42' 40" E. 202 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH easements as set out in that certain Warranty Deed recorded under Recorder's Fee No. 397556, records of Latah County, Idaho.

LINE STREET

LIEUALLEN STREET



EASEMENT NOTE:  
THIS PARCEL IS SUBJECT TO ELECTRIC  
AND NATURAL GAS EASEMENTS AS  
SHOWN ON "EXHIBIT B" OF INSTRUMENT  
NUMBER 397556. ( RECORDS OF LATAH CO.  
IDAHO)

|                                                                           |             |
|---------------------------------------------------------------------------|-------------|
| PROJ#: 17-1938<br>DATE: 2/21/2018<br>DRAWN: TPI<br>APPROVED: TPI<br>F. B. | CIVIL       |
|                                                                           | STRUCTURAL  |
|                                                                           | X SURVEYING |
|                                                                           | TRAFFIC     |
|                                                                           | PLANNING    |
|                                                                           | LANDSCAPE   |
|                                                                           | OTHER       |



**WCE**  
WHIPPLE CONSULTING ENGINEERS, INC.  
CIVIL AND TRANSPORTATION ENGINEERING  
21 SOUTH PINES ROAD  
SPOKANE VALLEY, WA 99206  
PH: 509-893-2617 FAX 509-926-0227

**EXHIBIT MAP  
PROPOSED LAYOUT**

**710 PULLMAN ROAD**

LOCATED WITHIN  
NW 1/4, SE 1/4, SEC 7, T.39 N., R.5 W. B.M.,  
CITY OF MOSCOW, LATAH COUNTY  
STATE OF IDAHO

|                                 |
|---------------------------------|
| <b>SHEET<br/>1 OF 1</b>         |
| <b>JOB NUMBER<br/>2017-1938</b> |

Attachment: 710 Pullman Road Site Plans and Legal Descriptions (1682 : Public Meeting - 710 Pullman Road Lot Division)

## LEGAL DESCRIPTION AFTER ADJUSTMENT

### NEW LOT 1

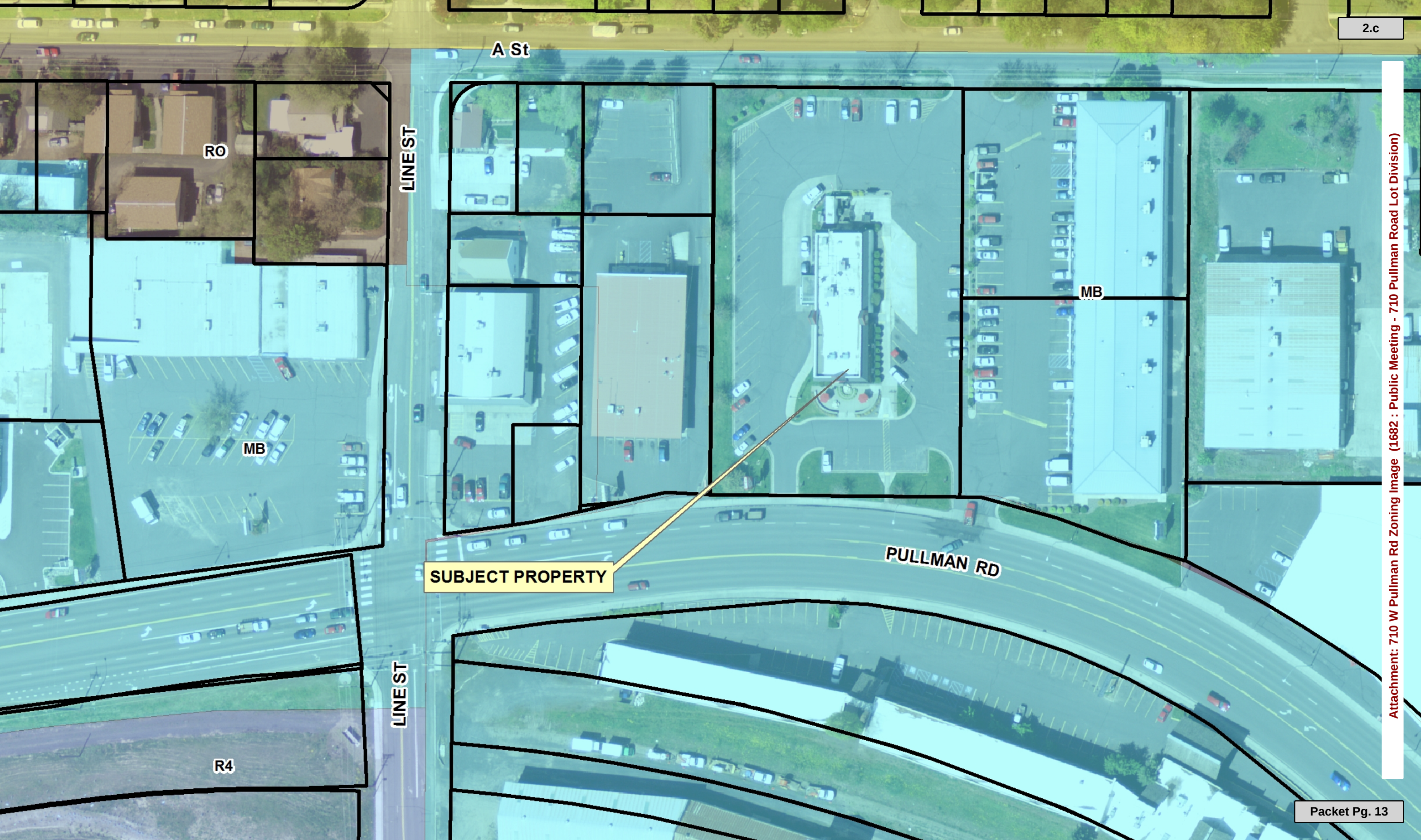
THAT PORTION OF THE NW14 SE1/4, SECTION 7, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., DESCRIBED AS FOLLOWS:  
COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF "A" STREET WITH THE WESTERLY RIGHT OF WAY OF LIEUALLEN STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89° 42' 40" WEST, A DISTANCE OF 551.01 FEET TO A POINT ON A LINE THAT IS 402 FEET EASTERLY OF (AT RIGHT ANGLES TO) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY OF LINE STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 00° 40' 57" EAST, A DISTANCE OF 105.11 FEET; THENCE SOUTH 88° 56' 22" WEST, A DISTANCE OF 202.00 FEET; THENCE NORTH 00° 40' 57" WEST, A DISTANCE OF 107.83 FEET MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY OF "A" STREET; THENCE ON AND ALONG SAID RIGHT OF WAY, NORTH 89° 42' 40" EAST, A DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 21,506 SF (0.49 ACRES), MORE OR LESS.

## LEGAL DESCRIPTION AFTER ADJUSTMENT

### NEW LOT 2

THAT PORTION OF THE NW14 SE1/4, SECTION 7, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., DESCRIBED AS FOLLOWS:  
COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF "A" STREET WITH THE WESTERLY RIGHT OF WAY OF LIEUALLEN STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89° 42' 40" WEST, A DISTANCE OF 551.01 FEET TO A POINT ON A LINE THAT IS 402 FEET EASTERLY OF (AT RIGHT ANGLES TO) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY OF LINE STREET, ; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 00°40'57" EAST, A DISTANCE OF 105.11 FEET; SAID POINT, BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00°40'57" EAST, A DISTANCE OF 204.00 FEET; MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT OF WAY OF STATE HIGHWAY NO. 8; THENCE ALONG SAID NORTHERLY RIGHT OF WAY SOUTH 88°56'22" WEST, A DISTANCE OF 202.00 FEET; THENCE NORTH 00°40'57" WEST, A DISTANCE OF 204.00 FEET; THENCE NORTH 88°56'22" EAST, A DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,208 SF (0.95 ACRES), MORE OR LESS.



# NOTICE OF PUBLIC MEETING

Proposed Lot Division at 710 W Pullman Road in the City of Moscow, Idaho  
(LUP2018-0005)

A public meeting before the Public Works/Finance Committee of the City Council will be conducted during which the following proposal will be considered:

A lot division proposal to divide one 62,714 sf parcel into two parcels of approximately 21,405 sf, and 41,210 sf in size. The property is currently addressed as 710 W Pullman Road in the City of Moscow, as shown on the vicinity map below.

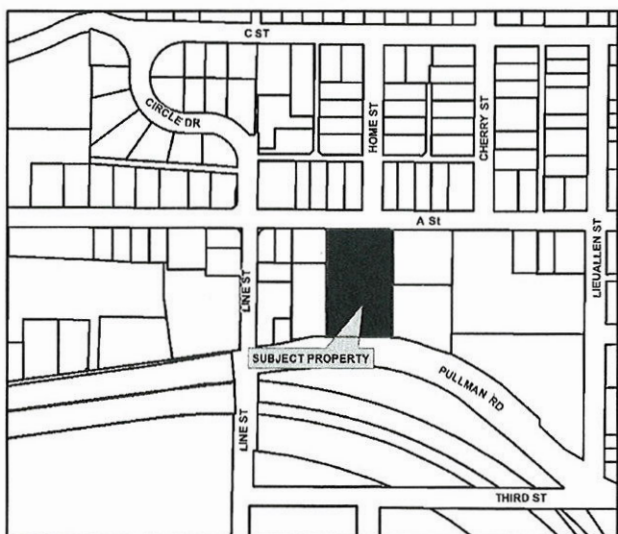
**MEETING DATE AND TIME:** Monday, March 26<sup>th</sup>, 2018

**LOCATION OF MEETING:** Council Chambers, Second Floor, Moscow City Hall  
206 East Third Street, Moscow, Idaho

**MEETING TIME:** 4:30 p.m.

*Note:* Meeting start time is not necessarily indicative of discussion start time for the application advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting.

The file containing information on this matter is available for public review (an appointment may be necessary) at the Community Development Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. You may also call 883-7035 to get meeting agenda, further information on the application, the public hearing process and/or to request a meeting with City Staff.



Laurie Hopkins, Moscow City Clerk

*Anne Peterson*

Anne Peterson, Deputy City Clerk

**MOSCOW CITY COUNCIL AGENDA****Meeting Date:** 03/26/2018**Title:** FY18 Children Pedestrian Safety - Grant Award - LHTAC/Local Agreement**Responsible Staff:** Alisa Anderson

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***Information***

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**DESCRIPTION:** The funding for a state grant opportunity called Children Pedestrian Safety (CPS) program was established in 2017 as part of the Idaho State Surplus Eliminator Program. The program is designed to fund “shovel ready” projects that can be ready for bid within 90 days of the grant award acceptance. This program will only fund maintenance projects which include pathways and sidewalks along an existing roadway, ADA ramps, and other pedestrian facilities. City staff submitted a grant request for the CPS program in December 2017 requesting \$250,000 to fund pedestrian safety improvements to Third Street from Washington Street to Mountain View Road with the intent of creating a continuous pedestrian and bicycle friendly corridor. The improvements include the installation of approximately 1,000 feet of new sidewalk, up to three raised crosswalks, center median refuges, and pedestrian curb extensions (bulb outs), where permitted by road width, at multiple intersections. The project is also planned to reconfigure the Third Street intersections at Hayes and Blaine Streets into four way stop control in order to further enhance crossing route safety for children walking to and from school. A subcommittee of the Transportation Commission worked with staff to develop the final project concept. On February 27, 2018, the City received a letter of award detailing project implementation instructions and a Local Agreement with the Local Highway Technical Assistance Council (LHTAC), Program Administrator. The award is for the full amount requested of \$250,000 with no match requirements.

**STAFF RECOMMENDATION:** Recommend acceptance of the Children Pedestrian Safety program grant award and the LHTAC/Local Agreement for \$250,000 for the Third Street Pedestrian Safety Improvements.

**ACTION:** Recommend acceptance of the Children Pedestrian Safety program grant award and the LHTAC/Local Agreement for \$250,000 for the Third Street Pedestrian Safety Improvements; or provide Staff further direction.

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***Necessary Resources/Impacts***

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Administration - Grants Manager; Public Works - Engineering - Design, Bidding, Construcion Management

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***Attachments***

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FY18 CPS# 18-201 LHTAC.Local Agreement

# Local Highway Technical Assistance Council

3330 Grace Street  
Boise, Idaho 83703

Phone 208.344.0565  
Fax 208.344.0789  
Toll Free 1.800.259.6841

[www.lhtac.org](http://www.lhtac.org)



Mark Rekow  
Chairman

Diana Thomas  
Vice Chair

Gilbert Hofmeister  
Secretary/Treasurer

Jeff R. Miles  
Administrator

February 27, 2018

City of Moscow  
PO Box 9203  
Moscow, ID 83843-1703

RE: Children Pedestrian Safety Program FY 2018 Grant

Dear Sir or Madam,

Congratulations! Your application for a FY 2018 Children Pedestrian Safety (CPS) Program grant has been approved for funding by the Local Highway Technical Assistance Council (LHTAC) and the Idaho Transportation Board.

Complete the enclosed attached agreement and return to LHTAC at your earliest convenience. Once the agreement has been returned, funds will be issued to your Jurisdiction.

Any funds used for contracting out to private enterprise for the work or project to be accomplished must comply with Idaho Code Sec. 67-2309, 67-2320, 67-2803 to 67-2808 and Title 54, Chapter 19. Funds cannot be used for wages, work completed prior to award or equipment purchases/reimbursement.

Recipients will be required to notify LHTAC in the event that project expenditures require modification and/or differ from that shown on the approved application. The Project Closeout Form (PCF), available at [www.lhtac.org](http://www.lhtac.org) including before/after photos are due at the end of the project by **December 3, 2018**. Jurisdictions who do not submit PCF documents or have an extension granted by LHTAC, will be required to repay funds. They will also be ineligible to apply for future funds until all documentation has been submitted.

LHTAC has a responsibility to report to the Legislature and evaluate the LSI program. The local jurisdiction must adhere to the following requirements:

- 1) Recipients will be required to provide documents on project expenditures.
- 2) Recipients will be required to provide before and after digital photos.
- 3) Recipients may be requested to provide on-site project review with LHTAC staff.

Any excess funds that cannot be used on eligible expenses must be returned to LHTAC for the LSI program.

If you have any questions, please contact Amanda LaMott ([alamott@lhtac.org](mailto:alamott@lhtac.org)).

Sincerely,

Jeff Miles, PE  
LHTAC Administrator

## Council Members

Association of Idaho Cities  
Mayor Mac Pooler  
City of Kellogg

Mayor Robert Berlin  
City of Roberts

Mayor Diana Thomas  
City of Weiser

Idaho Association of Highway Districts  
Commissioner Neal Gier  
Buhl Highway District

Commissioner Terry Werner  
Post Falls Highway District

Commissioner Gilbert Hofmeister  
Power County Highway District

Idaho Association of Counties  
Commissioner Don Ebert  
Clearwater County

Commissioner Mark Rekow  
Gem County

Commissioner Todd Smith  
Madison County

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

Nick Veldhouse, Executive Director  
Idaho Association of Highway Districts

Seth Grigg, Executive Director  
Idaho Association of Counties

**LHTAC/LOCAL AGREEMENT  
2018 LOCAL CHILDREN PEDESTRIAN SAFETY (CPS) PROGRAM  
THIRD STREET CORRIDOR MULTIMODAL IMPROVEMENTS, CITY OF MOSCOW  
CPS# 18-201 (PROJECT)**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and **City of Moscow**, acting by and through its Board or Council (Sponsor).

**PURPOSE**

LHTAC is administering the Children Pedestrian Safety (CPS) Program on behalf of both LHTAC and the Idaho Transportation Department (ITD) with state funds obligated from the Idaho Legislature. This program is intended to serve the cities, counties and highway districts. The Sponsor has requested to receive a grant award to complete construction of its sidewalk/pathway project. The purpose of this Agreement is to set out the terms and conditions to accomplish this Project.

Authority for this Agreement is established by Senate Bill 1206 and House Bill 334 of the 2017 legislative session.

The Parties agree as follows:

**SECTION I. GENERAL**

1. It is necessary for Sponsor to construct the project as part of this Agreement.
2. State participation in the project is in the form of a grant for the amount of \$250,000. No match is required. Scheduled funding for this project is listed in the approved CPS Program rankings, and subsequent revisions.
3. If the project is terminated prior to completion, Sponsor shall repay to LHTAC all state funds received for the project.
4. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

**SECTION II. LHTAC shall:**

1. Provide the following services incidental to Project

development:

- a. Provide support to the Sponsor on project bidding, procurement processes, general questions, and other technical assistance.
  - b. Provide approved funding to Sponsor upon receipt of agreement.
  - a. Complete final acceptance of each Project based on Sponsor documentation and physical observation.
2. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
3. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated prior to completion.
4. Cancel the Agreement should Sponsor not be able to provide an acceptable mid project update by **July 2, 2018** and request Sponsor to return the funds, unless a written extension has been granted by LHTAC.

**SECTION III.** Sponsor shall:

1. Sponsor warrants that it will repay any state funds on this project if Project is terminated prior to completion. The Sponsor also warrants that it will repay all state funds if an acceptable mid project update is not provided to LHTAC by **July 2, 2018**, unless an extension has been granted by LHTAC.
2. Provide LHTAC with a mid-project report by **July 2, 2018**.
3. Provide LHTAC with before and after pictures upon completion of the project.
4. Bid and award the project following state procurement rules if applicable.
5. Complete Project and provide Project Closeout Form and financial records to LHTAC by **December 3, 2018**.
6. Comply with all other applicable Federal and State statutes and regulations.
7. Sponsor agrees that failure to deliver any of the

specified items listed above may result in the program award being rescinded.

8. Any excess funds that cannot be used on eligible expenses shall be returned to LHTAC for the CPS Program.

#### **EXECUTION**

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed representative, attested to by its Clerk.

**LHTAC**

\_\_\_\_\_  
Administrator

**ATTEST:**

**City of Moscow**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Representative

**MOSCOW CITY COUNCIL AGENDA****Meeting Date:** 03/26/2018**Title:** 1912 Center Roof Replacement Project Re-Bid Results**Responsible Staff:** David Schott

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**Information**

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**DESCRIPTION:** Bids for the 1912 Center Re-roofing Project opened on February 22, 2018 with two responsive bidders. The 1912 Center Facility Development Committee recommended the base bid of \$178,432 and alternate #1 (seven lower roofs) of \$11,300 for a total bid amount of \$189,732 from Darden Enterprises. Alternate #2 was not recommended by the 1912 Center Facility Development Committee due to cost. A bid tabulation is attached.

Jenny Kostroff, with Heart of the Arts, has pledged to fund alternate #1 (\$11,300) from Heart of the Arts. The Parks and Recreation Department is requesting to proceed with Darden Enterprises for the project.

The 1912 Center roofing project was scheduled for FY17, but could not be completed as all bids were rejected by City Council on July 17, 2017; therefore, the appropriated funds were not expensed and the project was delayed until FY18.

The R-Mer Lite roofing comes with a 30-year warranty. Both the University of Idaho and the Moscow School District have replaced almost all of their low slope roofs with the R-Mer Lite roof system.

The Parks and Recreation Department is requesting to open the FY18 budget to account for the unanticipated revenue and expense associated with this project. The revenue, \$11,300 from the Heart of the Arts, will be receipted into 350-000-00-476-21, Capital Projects Donations - Parks & Recreation. The expense, \$213,560 will be expensed from 350-165-30-770-72, Capital Projects Building Improvements - Parks & Recreation. The Parks & Recreation Department is further requesting that the appropriation fund for this expense be determined by administration.

**FY18 1912 Center Roof Replacement Expense**

|                                                                                 |                       |
|---------------------------------------------------------------------------------|-----------------------|
| Associated Architects Professional Service Agreement and Amendment Outstanding: | (\$2,475.37)          |
| Base Bid Darden Enterprises:                                                    | (\$178,432)           |
| Alternate #1 (Seven Lower Roofs):                                               | (\$11,300)            |
| Contingency 10%:                                                                | (\$18,974)            |
| Legal Advertising (2):                                                          | (\$204.75)            |
| Permit Fees (Waived):                                                           | \$0                   |
| Arts 1%:                                                                        | (\$2,173)             |
| <b>Total Expense:</b>                                                           | <b>(\$213,559.12)</b> |

**STAFF RECOMMENDATION:** Recommend City Council accept the low bid from Darden Enterprises.

**PROPOSED ACTIONS:** Recommend City Council accept the low bid from Darden Enterprises, or provide staff further direction.

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**Necessary Resources/Impacts**

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<Type your fiscal/personnel/miscellaneous impacts here or N/A>

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**Attachments**

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Professional Services-  
Construction; Darden Enterprises; Rebid 1912 Center Roofing System Replacement (2018) pm2clean  
01.10.18 Advertisement for Bids - Rebid 1912 Center Roofing System Replacement  
Addendum 1 w Attachments  
02.22.18 Bid Tally

Bid Dardan Enterprises  
Bid RMR Construction  
03.05.18 1912 Center Roof Rebid Memo

## CONSTRUCTION AGREEMENT REBID 1912 CENTER ROOFING SYSTEM REPLACEMENT

This Construction Agreement entitled REBID 1912 CENTER ROOFING SYSTEM REPLACEMENT BETWEEN CITY OF MOSCOW, IDAHO AND DARDAN ENTERPRISES, INC. (hereinafter "Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 Dardan Enterprises, Inc., 23567 West Highway 53, Post Falls, Idaho, 83854 (hereinafter "Contractor");

WITNESSETH:

WHEREAS, pursuant to the invitation of City through an "Advertisement 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 five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: **Rebid 1912 Center Roofing System Replacement**
3. Bid/Proposal of Contractor, dated **February 22, 2018**, physically attached to this Agreement;
4. The Architectural Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. **One (1) 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 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:

### **"Rebid 1912 Center Roofing System Replacement"**

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

Contractor shall begin work in conformance with the Contract Documents. The work to be performed pursuant to this Agreement shall be substantially completed on or before sixty five (65) calendar days from Notice to Proceed. All work shall be completed within this described time frame unless adjustment of the contract time is made in accordance with the provisions of the Contract Documents.

## **ARTICLE 4. CONTRACT SUM**

City shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds in an amount not to exceed One Hundred Eighty Nine Thousand Seven Hundred Thirty Two Dollars (\$189,732) for Base Bid and Alternate Number One (the Contract Sum), as submitted by Contractor. In no event shall payment exceed the Contract Sum unless additional work is otherwise authorized by City. Any such additional work authorized by City shall be compensated in accordance with pricing terms specified in the Contract 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 it nor its 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 the Project. Contractor shall comply with the warranties contained in the Contract Documents, including, but not limited to, the Special Roofing Warranty.

## **ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION**

In addition to other rights granted City by the Contract Documents, Contractor shall defend, hold harmless, and indemnify City, its officers, employees, agents, engineers, and representatives from all suits, actions, or claims of any kind, including, but not limited to, those brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of Contractor 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 act or omission, neglect, or misconduct of Contractor or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under applicable Workmen's Compensation laws, 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 its services in performing the work hereunder. Contractor further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, Contractor shall immediately disclose such conflict to the Project Architect and City.

## **ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY**

This Agreement and the exhibits hereto (if any) 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 by the Contract Documents, without the prior written consent and express authorization of City.

## **ARTICLE 10. ADHERENCE TO LAW REQUIRED**

All applicable local, state and federal statutes and regulations 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 defend, hold harmless, and indemnify City and its officers, 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. 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 suit.

## **ARTICLE 12. JURISDICTION AND VENUE**

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

## **ARTICLE 13. SPECIAL WARRANTY**

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.

## **ARTICLE 14. 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: Dardan Enterprises, Inc.  
23567 West Highway 53  
Post Falls, Idaho 83854

City: David Schott, Assistant Director  
Parks and Recreation  
City of Moscow  
206 East Third Street  
P O Box 9203  
Moscow, Idaho 83843

## **ARTICLE 15. EXECUTION**

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

Contractor: Dardan Enterprises, Inc.

City: City of Moscow, Idaho

\_\_\_\_\_  
By: Darin Meeks, Field Operations Manager

\_\_\_\_\_  
Bill Lambert, Mayor

ATTEST:

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

Approved As To Form:

\_\_\_\_\_  
Gary J. Riedner, Acting City Attorney

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) :ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary in and for said State, personally appeared Darin Meeks, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that he executed the same in his capacity as Field Operations Manager for Dardan Enterprises, Inc.

\_\_\_\_\_  
Notary Public residing at: \_\_\_\_\_  
My commission expires \_\_\_\_\_

ADVERTISEMENT FOR BIDS

Rebid 1912 Center  
Roofing System Replacement

Moscow, Idaho

OWNER: City of Moscow  
Moscow, Idaho

ISSUED BY: City of Moscow, Idaho  
206 East Third Street  
Moscow, Idaho 83843

PROJECT MANAGER: David Schott,  
Assistant Parks & Recreation Director  
City of Moscow  
Moscow, Idaho 83843

Sealed bids will be received by Laurie Hopkins, Moscow City Clerk until 2:00 p.m. prevailing local time on February 22, 2017. Proposals will subsequently be opened and publicly read at:

Moscow City Council Chambers  
206 East Third Street  
Moscow, Idaho 83843  
(208) 883-7015

Plans, specifications, bid proposal forms and other information are available for examination at:

Associated Architects, LLP  
129 W. Third Street  
Moscow, ID 83843  
(208) 882-5051/FAX: (208) 882-8543  
[assocarch@moscow.com](mailto:assocarch@moscow.com)

Tri-City Plan Center  
20 E. Kennewick Ave.  
Kennewick, WA 99336  
(509) 582-7424  
[bidinfo@tcplancenter.com](mailto:bidinfo@tcplancenter.com)

Moscow Parks and Recreation  
1724 East F Street  
Moscow, ID 83843  
(208)883-7084

Lewiston / Clarkston Plan Service  
2117 12<sup>th</sup> Ave.  
Lewiston, ID 83501  
(208) 746-3591  
[lclplancenter@gmail.com](mailto:lclplancenter@gmail.com)

Spokane Regional Plan Center  
P.O. Box 2968 / 209 N. Havana  
Spokane, WA 99202  
(509) 328-9600/FAX: 328-7279  
[projectinfo@plancenter.net](mailto:projectinfo@plancenter.net)

Missoula Plans Exchange  
201 N. Russell  
Missoula, MT 59801  
(406) 549-5002/FAX: 721-2941  
[mpe@vemcoinc.com](mailto:mpe@vemcoinc.com)

ADVERTISEMENT FOR BIDS

Plans, specifications and bidding materials may be obtained at

Associated Architects, LLP  
129 W. Third Street, Suite 29  
P.O. Box 9432  
Moscow, ID 83843  
(208) 882-5051

for a refundable bid deposit of \$50.00 on or after February 10, 2018.

**DESCRIPTION OF WORK:** The work for the 1912 Center Roofing System Replacement consists of all labor, materials, equipment and services necessary to install a new sealed seam metal roof system over the existing single ply membrane roof all in accordance with the plans and specifications.

**BID BOND:** A bid bond equal to 5% of the amount bid must accompany the bid proposal. (See instructions to bidders.)

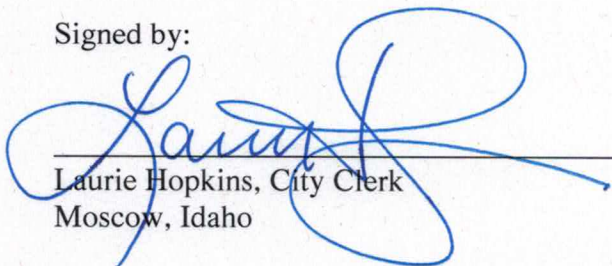
**PUBLIC WORKS CONTRACTOR'S LICENSE:** Public Works Contractor's License for the State of Idaho is required to bid on this project. (See instructions to bidders and general conditions for further bidder qualifications.)

**ESTIMATED COST:** \$135,000

**CONTRACT TIME:** Sixty (65) calendar days (see instructions to bidders, bid proposal and agreement.)

**PRE-BID CONFERENCE:** A pre-bid conference and job site tour will be held at 10:00 a.m., February 14, 2018. Parties interested in attending will meet at the entry at the 1912 Center, located at 412 East Third Street, Moscow, Idaho 83843.

Signed by:



Laurie Hopkins, City Clerk  
Moscow, Idaho

END OF ADVERTISEMENT FOR BIDS

Publish Dates:

February 10, 2018  
February 17, 2018

**Associated Architects, LLP**

129 West Third Street - P.O. Box 9432

Moscow, ID 83843

Ph: (208) 882-5051 Fx: (208) 882-8543

assocarch@moscow.com

February 14, 2018

**Addendum #1**

Rebid 1912 Center Roofing System Replacement  
412 East Third Street  
Moscow, Idaho 83843

A pre-bid conference and walk through was held on February 14, 2018.

See Attachment No. 1: Prebid Conference Minutes.

See Attachment No. 2: Prebid Conference Attendance.

This addendum is hereby made a part of the contract documents to the same extent as though it was originally included therein:

Addendum to the Specifications and Drawings by Manual and Drawing Changes.

DRAWINGS:

No Changes

SPECIFICATIONS:

Supplementary Conditions:

Delete Article 9.3.1.3 in its entirety.

SUBSTITUTION REQUESTS:

None

End of Addendum No. 1

LICENSED  
ARCHITECT  
AR-1517

*Charles E. Mabbutt*

CHARLES E. MABBUTT  
STATE OF IDAHO

Attachment: Addendum 1 w Attachments (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

PRE-BID WALK THROUGH MINUTES  
February 14, 2018

INTRODUCTIONS: Associated Architects, LLP  
City of Moscow

Chick Mabbutt, Architect  
David Schott, Moscow Parks & Rec.

PROJECT: Rebid 1912 Center Roofing System Replacement  
412 East Third St.  
Moscow, Idaho

The Base Bid includes the installation of approximately 10,200 sq. ft. of new sealed seam metal roof system mechanically fastened over the existing single-ply roof system at the three main upper roofs of the 1912 Center. The work also includes patching and painting the existing terne metal parapet caps.

The cost estimate for the project is \$135,000.00.

Alternate No. 1: Install new sealed seam metal roof system over existing single-ply roof systems at 7 lower roofs.

Alternate No. 2: Replace 5 existing skylights with Kalwall Skylights.

The bid opening will be held on February 22, 2018, @ 2:00 PM @ the City Hall Council Chambers, located at 206 East Third Street, Moscow, Idaho

PUBLIC WORKS LICENSE: Contractors shall have an Idaho Public Works license.

BID SECURITY: Five percent (5%) bid bond or certified cashiers check shall accompany bid.

PERFORMANCE & PAYMENT BONDS: Each in the amount of 100% of Contract Price.

BUILDING PERMIT: A building permit will be required on this project. The building permit fee will be waived.

DRUG-FREE WORKPLACE: Affidavit concerning drug-free work place shall accompany bid.

BIDDERS ACKNOWLEDGMENT STATEMENT: Shall accompany bid.

NOTE: Due to incimate weather and hazardous road conditions, several potential bidders were unable to attend this meeting and walk-through. By calling the Architect and scheduling a time, the Architect will be available to accompany other potential bidders to tour the roof prior to the bid date.

End of Pre-Bid Conference. A roof-top walk-through followed the meeting.

REBID 1912 CENTER ROOFING SYSTEM REPLACEMENT  
412 E. Third Street  
Moscow, Idaho

**PREBID CONFERENCE & WALK THROUGH 1**  
*February 14, 2018*

## ATTENDANCE

| NAME          | FIRM                  | PHONE        | FAX          | CELL         | Email                   |
|---------------|-----------------------|--------------|--------------|--------------|-------------------------|
| Chick Mabbutt | Associated Architects | 208-882-5051 | 208-882-8543 | 509-336-3738 | assocarch@moscow.com    |
| Russ Davis    | Arrow Roofing         | 503-460-2767 | 503-460-2768 | 503-939-7246 | russ.darrow-roofing.com |
| Stacy Smisek  | RMA Cowi LLC          | 582 0775     | —            | 208 859 4941 | smisek@Moscow.          |
| David Schott  | City of Moscow        | 208 883-7098 |              | 208 310 6409 | dbschott@ci.moscow.wi.  |

**Project:** Rebid 1912 Center Roofing Center Replacement  
**Bid Opening Date & Time:** February 22, 2018, 2:00 PM PST  
**Location:** City Hall Council Chambers, Moscow, Idaho

Recorder's Name

David Schott

# Hick Mulbutt, Associated Architects

Attachment: 02.22.18 Bid Tally (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

**BID PROPOSAL**

PROJECT:  
Rebid 1912 Center  
Roofing System Replacement

BID OPENING DATE: February 22, 2018  
BID OPENING TIME: 2:00 PM

City of Moscow  
Moscow, Idaho

BID ADVERTISEMENT DATES:  
February 10, 2018, February 17, 2018

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

BIDDER'S NAME AND ADDRESS:

Dardan Enterprises, Inc.  
23567 W Hwy 53  
Post Falls, ID 83854

CONTACT PERSON: Darin Meeks

TO: Laurie Hopkins, Moscow City Clerk

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

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

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

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

one hundred twenty eight four hundred thirty two Dollars (\$ 178,432 ).  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

**ALTERNATES:**

Alternate No. 1: At lower roofs, remove existing termination bars and install new prefinished, sealed seam metal roofs. (Typ. of 7 lower roofs.)

eleven thousand three hundred Dollars (\$ 11,300 ).  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

**BID PROPOSAL**

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Page 1 of 3

Attachment: Bid Dardan Enterprises (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

Alternate No. 2: Remove existing skylights and install new Kalwall skylights. (Typ. of 5.)

fifty three thousand Dollars (\$ 53,000 ).  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

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

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

Upon receipt of written notice of the Owner's Intent to Award the contract, the bidder shall execute, within ten (10) days, the attached formal contract and deliver to the Owner a Performance Bond and Labor and Materials Payment Bond in the amounts of 100% of the bid amount by the surety company authorized to do business in the State of Idaho, a Certificate of Insurance issued by a surety company authorized to do business in the State of Idaho and accompanied by Power of Attorney, a Contractor's Affidavit Concerning Taxes, and the Public Works Contract Report on Subcontractors.

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

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

#### IDAHO NAMING LAW

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

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

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

Division 15:

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

No ☒ Yes ☐

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

No ☒ Yes ☐

Division 16:

BID PROPOSAL

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Page 2 of 3

Attachment: Bid Dardan Enterprises (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

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

No ☒ Yes ☐

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

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

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

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

The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses Idaho State Public Works Contractor's License No. PWC-C-16871-AAA-3-4, and is domiciled in the State of Idaho.

Dated at 23567 W Hwy 53 Post Falls, ID 83854 this 22nd day of February, 2018.

Respectfully submitted,

Dardan Enterprises, Inc.

Name of Bidder (Company)

23567 W Hwy 53

Post Falls, ID 83854

Business Address

Signature of authorized representative

PM/SEC

Title

208-773-5418

Telephone Number

(Seal, if bid is by a corporation)

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

STATE OF Idaho

COUNTY OF Kootenai

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

Dardan Enterprises, Inc.  
Name of Contractor

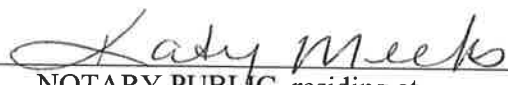
23567 W Hwy 53  
Address

Post Falls, ID 83854  
City and State

By:   
(Signature)

Subscribed and sworn to before me this 22nd day of February 2018.

Commission expires: 6/18/20

  
NOTARY PUBLIC, residing at

15446 W Hwy 53  
Hauser, ID 83854

KATY M MEEKS  
Notary Public  
State of Idaho

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**AIA® Document A310™ – 2010**
**BID BOND**
**CONTRACTOR:**

Dardan Enterprises, Inc.  
23567 W Highway 53  
Post Falls ID 83854

**SURETY:**

Developers Surety and Indemnity Company  
17771 Cowan, Suite 100  
Irvine CA 92614

**OWNER:**

City of Moscow  
206 E. 3rd Street  
Moscow ID 83843

**BOND AMOUNT:**

Five Percent of the Total Amount Bid------(5%)-----

**PROJECT:**

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

1912 Center Roofing System Replacement, Moscow ID

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

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

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

Signed and sealed this 22nd day of February, 2018

Katy Meeks  
(Witness)

[Signature]  
(Witness)

Dardan Enterprises, Inc.

[Signature] (Principal) [Seal]  
(Title) Darin Meeks, Secretary

Developers Surety and Indemnity Company

[Signature] (Surety) [Seal]  
(Title) Charla M. Boadle, Attorney-In-Fact

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA**  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Charla M. Boadle, Penny Silvey, John L. Green, Jim Dinneen, LouAnn Jensen, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



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

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 22nd day of February, 2018

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

ATS-1002 (02/17)



**BID PROPOSAL**

PROJECT:  
Rebid 1912 Center  
Roofing System Replacement

BID OPENING DATE: February 22, 2018  
BID OPENING TIME: 2:00 PM

City of Moscow  
Moscow, Idaho

BID ADVERTISEMENT DATES:  
February 10, 2018, February 17, 2018

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

BIDDER'S NAME AND ADDRESS:

RMR Construction LLC  
100 Box 10001  
Moscow, ID 83843

CONTACT PERSON: STACY Smisek

TO: Laurie Hopkins, Moscow City Clerk

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

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

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

NA

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

One Hundred Seventy one Thousand Dollars (\$ 171,000 ).  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

**ALTERNATES:**

Alternate No. 1: At lower roofs, remove existing termination bars and install new prefinished, sealed seam metal roofs. (Typ. of 7 lower roofs.)

Twenty-nine thousand five Hundred Dollars (\$ 29,500 ).  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

**BID PROPOSAL**

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Page 1 of 3

Attachment: Bid RMR Construction (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

Alternate No. 2: Remove existing skylights and install new Kalwall skylights. (Typ. of 5.)  
fifty thousand five hundred Dollars (\$ 50,500 ).  
 (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

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

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

Upon receipt of written notice of the Owner's Intent to Award the contract, the bidder shall execute, within ten (10) days, the attached formal contract and deliver to the Owner a Performance Bond and Labor and Materials Payment Bond in the amounts of 100% of the bid amount by the surety company authorized to do business in the State of Idaho, a Certificate of Insurance issued by a surety company authorized to do business in the State of Idaho and accompanied by Power of Attorney, a Contractor's Affidavit Concerning Taxes, and the Public Works Contract Report on Subcontractors.

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

Enclosed is bid guarantee consisting of: "Bid Bond" in the amount of five percent (5%) of the bid amount.

#### IDAHO NAMING LAW

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

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

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

Division 15:

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

No ☒ Yes ☐

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

No ☒ Yes ☐

Division 16:

BID PROPOSAL

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Page 2 of 3

Attachment: Bid RMR Construction (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

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

No X Yes \_\_\_\_\_

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

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

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

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

The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses Idaho State Public Works Contractor's License No. PWC-C-14325-A3, and is domiciled in the State of Idaho.

Dated at Moscow, Idaho this 22nd day of February, 2018.

Respectfully submitted,

RMR Construction, LLC

Name of Bidder (Company)

PO Box 10001

Moscow, ID 83843

Business Address

Lacy D. Smisek

Signature of authorized representative

member

(Seal, if bid is by a corporation)

Title

208-882-0775

Telephone Number

Attachment: Bid RMR Construction (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

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

STATE OF ID

COUNTY OF LATAH

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

RMR Construction, LLC

Name of Contractor

PO Box 10001

Address

MOSCOW, ID 83843

City and State

By: Mary D. Smisek  
(Signature)

Subscribed and sworn to before me this 21<sup>ST</sup> day of February, 2018.

Commission expires: 6-8-2021

[Signature]  
NOTARY PUBLIC, residing at

**ALEXANDER A. NAVARRO  
NOTARY PUBLIC  
STATE OF IDAHO**

MOSCOW, ID

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Contractors Bonding and Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

## BID BOND

Bond No. LSM0892338

KNOW ALL MEN BY THESE PRESENTS,

That We, RMR Construction, LLC  
of PO Box 10001  
Moscow, ID 83843  
as Principal, and Contractors Bonding and Insurance Company, of Peoria  
Illinois, as Surety, an Illinois corporation duly licensed to  
do business in the State of Idaho, are held and firmly bound unto  
City of Moscow, as Oblige, in the penal sum of  
5% of Total Amount Bid  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a  
proposal or a bid to the Oblige on a contract for Rebid 1912 Center Roofing System Replacement

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified  
therefor, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for  
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will  
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the  
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event  
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to  
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety  
(90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 16th day of February, 2018.



RMR Construction, LLC  
Principal  
By: Marcy D. Smisek  
Contractors Bonding and Insurance Company  
By: Lenore E. Furman Attorney In Fact

C0038015-50,0

Attachment: Bid RMR Construction (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

# POWER OF ATTORNEY

## Contractors Bonding and Insurance Company

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

Bond No. LSM0892338

### Know All Men by These Presents:

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

Principal: RMR Construction, LLC

Obligee: City of Moscow

Bond Amount: 5% of Total Amount Bid

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

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

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 16th day of February, 2018.

### Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President



State of Illinois

County of Peoria

} SS

On this 16th day of February, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk Notary Public



### CERTIFICATE

I, the undersigned officer of Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the Contractors Bonding and Insurance Company this 16th day of February, 2018.

### Contractors Bonding and Insurance Company

By: Jean M. Stephenson Corporate Secretary

A0006817 SUBS\_BID



## City of Moscow Parks and Recreation

# Memo

**To:** Gary Riedner, City Supervisor

**Through:** Dwight Curtis, Parks and Recreation Director

**CC:** Sarah Banks, Assistant Finance Director

**From:** David Schott, Assistant Parks and Recreation Director

**Date:** March 5, 2018

**Re:** 1912 Center Roof Replacement Bid Results and Open Budget Request

Bids for the 1912 Center Re-roofing Project opened on February 22, 2018 with two responsive bidders. The 1912 Center Facility Development Committee recommended the base bid of \$178,432 and alternate #1 (seven lower roofs) of \$11,300 for a total bid amount of \$189,732 from Darden Enterprises. Alternate #2 was not recommended by the 1912 Center Facility Development Committee due to cost. Jenny Kostroff, with Heart of the Arts, has pledged to fund alternate #1 (\$11,300) from Heart of the Arts. The Parks and Recreation Department is requesting to proceed with Darden Enterprises for the project.

The 1912 Center Re-roofing project was scheduled for FY17, but could not be completed, therefore the appropriated funds were not expensed and the project was delayed until FY18. The Parks and Recreation Department is requesting to open the FY18 budget to account for the unanticipated revenue and expense associated with this project. The revenue, \$11,300 from the Heart of the Arts, will be receipted into 350-000-00-476-21, Capital Projects Donations – Parks & Recreation. The expense, \$213,560 will be expensed from 350-165-30-770-72, Capital Projects Building Improvements – Parks & Recreation. The Parks & Recreation Department is further requesting that the appropriation fund for this expense be determined by administration.

### **FY18 1912 Center Roof Replacement Expense**

|                                                                                 |                       |
|---------------------------------------------------------------------------------|-----------------------|
| Associated Architects Professional Service Agreement and Amendment Outstanding: | (\$2,475.37)          |
| Base Bid Dardan Enterprises                                                     | (\$178,432)           |
| Alternate #1 (Seven Lower Roofs):                                               | (\$11,300)            |
| Contingency 10%:                                                                | (\$18,974)            |
| Legal Advertising (2):                                                          | (\$204.75)            |
| Permit Fees (Waived):                                                           | \$0                   |
| Arts 1%:                                                                        | (\$2,173)             |
| <b>Total Expense:</b>                                                           | <b>(\$213,559.12)</b> |