



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday, January 2, 2019
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

Call-to-order, roll call, Pledge of Allegiance, Invocation

Action Items

1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Council's December 19, 2018 meeting.
 - b) Consider ratifying December 21, 2018 payroll amount of \$84,082.25, and approving accounts payable thru January 1, 2019 in the amount of \$41,255.44.
2. Elect council president for 2019
3. Consider designating council's liaisons to the following local-government districts:

Greater Middleton Parks and Recreation District	School District
Middleton Library	Middleton Rural Fire District
4. Consider confirming Mayor's appointment of city officials:

Administrator – Becky Crofts
Attorney – Chris Yorgason, Yorgason & Associates
Building Official – <u>(vacant)</u>
Clerk – Becky Crofts
Engineer – Amy Woodruff, Civil Dynamics
Litigation Attorney – Joe Borton, Borton-Lahey Law
Planning and Zoning Official – Randall Falkner
Police Chief – Alan Takeuchi
Treasurer – Ed Karass
Note: Library Director – Kate Lohan, is appointed by Library Board
5. Consider confirming Mayor's appointment of Planning and Zoning Commissioners:

Janet Gregory	Jackie Hutchison
Ray Waltemate	Whitney Springston
Kent Brough	
6. Consider confirming Mayor's appointment of Library Board of Directors:

Jeni Fried	Kassie Knapp
Don Watts	Randy Smith
Brady Fuller	
7. Consider confirming Mayor's appointment of Urban Renewal Agency Board of Directors:

Carrie Huggins	Carl Lohrengel
Brett Bishop	Ray Waltemate
Rob Kiser	
8. Consider confirming Mayor's appointment of Impact Fee Committee members:

Chris Yorgason	Paul Watson (developer)
Alan Mills (Realtor)	Tyler Ashton (builder)
Jennifer Barr	Pam Wagoner
Doug Critchfield	


9. Consider confirming Mayor's appointment of Building Board of Appeals members:
Jon Yorgason (builder)
Tyler Ashton (builder)
Chaney Stotts (builder)
10. Consider awarding a bid to Warrington Construction Corporation of Oregon for the N. Middleton Rd. Culvert Replacement project in an amount not to exceed \$57,970.00.
11. Consider approving Resolution 418-18 that adopts and establishes the Boise River high water mark for the real property the city purchased from Barclay Associates.
12. Consider waiving city water, sewer and garbage utility fees for The American Legion Middleton Post 39 at 12 E. Main Street, Middleton Idaho.

Information Items

Council Discussion about any subject

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Dawn Dalton, Deputy Clerk



Date: December 31, 2018 3:45 p.m.

Please contact the City Clerk at (208) 585-3133 if you have special needs or require assistance.

**MIDDLETON CITY COUNCIL
DECEMBER 19, 2018**

The Middleton City Council meeting on December 19, 2018 was called-to-order at 6:30 p.m. by Mayor Darin Taylor, who then introduced City Treasure Ed Karass, Deputy Clerk Dawn Dalton and Planning and Zoning Official Randall Falkner.

Roll Call: Council Members Carrie Huggins, Jeff Garner, Beverly Furner and Council President Rob Kiser were present.

Action Items:

Consent Agenda (items of routine administrative business)

- a) **Consider approving minutes for Council's November 7, 2018 and December 5, 2018 meetings.**
- b) **Consider ratifying December 7, 2018 payroll amount of \$70,441.83, and approving accounts payable thru December 18, 2018 in the amount of \$147,614.67.**

Motion: Motion by Council President Kiser to approve consent agenda items a and b was seconded by Council Member Furner and carried unanimously.

- 2. **Consider approving Ordinance 617, rezoning the Elizabeth Robles residential real property vacant lot from R-3 (Single Family Residential) to M-F (Multiple Family Residential).**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to read Ordinance 617 by title only was seconded by Council Member Huggins and carried unanimously. Mayor asked President Kiser to read the title, which he did.

Motion: Motion by Council President Kiser to waive the three-reading rule and approve Ordinance 617 was seconded Council Member Huggins and carried unanimously by roll call vote.

- 3. **Consider approving the purchase of a diesel generator, as back-up power supply to Well 4, from AME Electric in an amount not to exceed \$55,500.00.**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve the purchase was seconded by Council Member Huggins and carried unanimously.

- 4. **Consider purchasing brass parts for water system from Consolidated Supply Company in an amount not to exceed \$9,829.19.**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve the purchase was seconded by Council Member Furner and carried unanimously.

- 5. Consider purchasing and installing a precast concrete restroom for Piccadilly Park from CXT, Inc. in an amount not to exceed \$160,000.00.**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none.

Council Member Huggins asked if the city had placed this item out for a bid that of building. Mayor Taylor conferenced called City Administrator Becky Crofts to answer these questions. Mrs. Crofts stated that with the new Idaho Legislation, the city was bidding this project off of the GSA Scheduled Contract GS-07F-0602N. Mrs. Crofts also stated that if the city chose to look for other companies outside of CXT, that Council should keep in mind that the city still has to pay freight costs to get the building to Middleton so the further from Idaho the more the cost of freight and the overall costs increases.

Motion: Motion by Council President Kiser to approve the purchase was seconded by Council Member Furner and carried unanimously by roll call vote.

- 6. Consider approving a quote to purchase sampling equipment for the wastewater treatment for process optimization from HACH company in an amount not to exceed \$5,402.35.**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve the purchase was seconded by Council Member Furner and carried unanimously.

- 7. Consider approving a proposal from RM Mechanical to install an air conditioning system in the Powder River booster station in an amount not to exceed \$8,494.00.**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none

Motion: Motion by Council President Kiser to approve the proposal was seconded by Council Member Furner and carried unanimously.

- 8. Consider approving a proposal from RM Mechanical to install a heating and air conditioning system in the Middleton Police Department evidence lock-up in an amount not to exceed \$5,707.00.**

Mayor Taylor called the agenda item and asked Carl Lohrengel from RM Mechanical to explain the proposal and answer Council questions, which Mr. Lohrengel did. Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve a proposal was seconded by Council Member Huggins and carried unanimously.

9. Consider approving a preliminary plat for Blue Meadows Subdivision.

Mayor Taylor called the agenda item, and Planning and Zoning Official Randall Falkner gave an administrative report.

Spencer Kofoed, the owner of the property, explained that after many productive talks with the city over the course of the last year he had decided to purchase the 80 acres that has significant wetlands. Mr. Kofoed stated that with this development he tried to make the lots fit in harmony with the lots in adjacent subdivisions and then as the property expands towards Foothill, they transitioned the lots to larger sizes to fit the more rural area. Mr. Kofoed further explained that that development would have a bike path according to Middleton's comprehensive plan and transportation map, private drives accessing larger lots from Foothill Rd., water mainline extension along E. 9th Street from Duff Ln. to the southeast corner of Blue Meadows Subdivision, and dedication to the city of right-of-way for E. 9th Street.

Motion: Motion by Council President Kiser to approve the preliminary plat for Blue Meadows Subdivision subject to the plat complying with the City Engineer comments and the city approval of requested exceptions was seconded by Council Member Furner and carried unanimously.

Mayor Taylor recessed the meeting at 7:42 p.m. for council to sign student agendas verifying their attendance as a high school government class requirement, and he resumed the meeting at 7:45 p.m.

10. Consider approving Task Order with SPF Water Engineering for 2017-2018 NPDES Stormwater Permit Engineering Support in an amount not to exceed \$15,500.00.

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve a task order with SPF Water Engineering was seconded by Council Member Garner and carried unanimously by roll call vote.

12. Consider entering into a grant agreement with Community Planning Association of Southwest Idaho to design a sidewalk connection along W. 9th Street between West Highlands Subdivision and Heights Elementary School in the amount of \$8,000.00.

Mayor Taylor stepped out of the room to answer questions for an individual, and Council President Kiser called the agenda item 12 before item 11 because he was more familiar with it. He introduced the item and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to enter into the grant agreement was seconded by Council Member Furner and carried unanimously by roll call vote. Mayor Taylor returned to the room.

-
11. **Consider entering into a grant agreement with Community Planning Association of Southwest Idaho to design a sidewalk connection between the Estates Subdivision Phase 2 land and Elementary School #4 site (Meadow Park Elementary) in the amount of \$16,667.00.**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to enter into the grant agreement was seconded by Council Member Garner and carried unanimously by roll call vote.

13. **Consider approving Resolution 418-18 that adopts and establishes the Boise River high water mark for the real property the city purchased from Barclay Associates.**

Mayor Taylor called the agenda item and requested it be tabled so the resolution could be prepared.

Motion: Motion by Council President Kiser to table the agenda item to the next regularly-scheduled council meeting on January 2, 2019 at 6:30 p.m. was seconded by Council Member Furner and carried unanimously.

14. **Consider entering into a lease-purchase agreement Western States CAT and Summit Bank for a 2018 Caterpillar 420F2 industrial backhoe loader with seven annual payments not to exceed \$18,609 and a total purchase price amount not to exceed \$103,900.00.**

Mayor Taylor called the agenda item, and City Treasure Ed Karass introduced the item, lease-purchase agreement, and purchase price. Mayor Taylor asked if anyone in the audience would like to speak to the agenda item: none.

Motion: Motion by Council President Kiser to enter into a lease-purchase agreement with Western CAT and Summit Bank for a 2018 Caterpillar 420F2 industrial backhoe loader contingent on City Attorney approval of the contract, including a maintenance package with five annual payments not to exceed \$23,309.50 and a total purchase price amount not to exceed \$103,900.00 was seconded by Council Member Furner and carried unanimously roll call vote.

Information Items

1. **Treasurer's comments – 2019 fiscal year-to-date:** City Treasure made comments.
2. **Council Discussion:** Council discussed annexing subdivisions contiguous to city limits the county is approving.

Public, Department and Council Comments: none.

Adjourn: Mayor Taylor adjourned the meeting at 9:40 p.m.

ATTEST:

Mayor Darin Taylor

Dawn M. Dalton, Deputy Clerk
Minutes Approved: January 2, 2019



101 Goldstrike Ct. • Caldwell, Idaho 83607 • 208.453.2028

December 20, 2018

Mayor Darin Taylor and City Council Members
1103 W Main Street
PO Box 487
Middleton ID 83644

**RE: CITY OF MIDDLETON – N MIDDLETON ROAD/CANYON CANAL CULVERT
PROJECT**

Dear Mayor Taylor and City Council,

The City of Middleton received three (3) bids at the bid opening held on December 20, 2018 for the above captioned project. As City Engineer, I recommend the contract for the CITY OF MIDDLETON – N Middleton Road/Canyon Canal Culvert be awarded to **Warrington Construction**, for the contract bid amount of \$57,970.00.

If you have any questions, or need additional information, I can be reached at 453.2028.

Respectfully submitted,
Civil Dynamics, PC


By: Amy Woodruff, PE
City Engineer

**CITY OF MIDDLETON – N MIDDLETON ROAD/CANYON
CANAL CULVERT PROJECT
BID OPENING 12.20.2018**

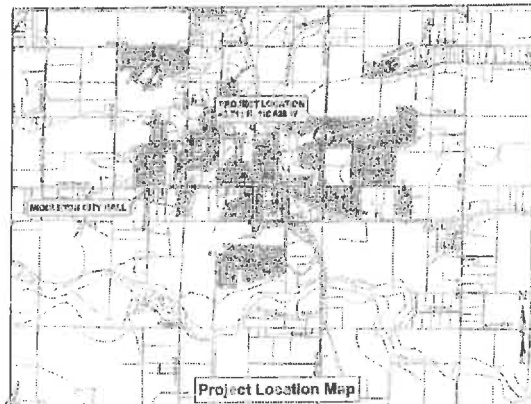
[illegible]

GENERAL NOTES

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE WORKER IS TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY HIS FAILURE TO EXCAVATE DEEPLY AND PREPARE ANY AND ALL UNDERGROUND UTILITIES.
2. CONTRACTOR SHALL CERTAIN CONSTRUCTION PERMITS FROM CITY PUBLIC WORKS DEPARTMENT 24 HOURS BEFORE COMMENCING CONSTRUCTION. NO CONSTRUCTION SHALL BEGIN BEFORE PRECONSTRUCTION MEETING IS HELD. THE CONTRACTOR IS REQUIRED TO ATTEND THE PRECONSTRUCTION MEETING.
3. ALL CONSTRUCTION SHALL COMPLY WITH THE LATEST EDITION OF THE SDMS STANDARDS FOR PUBLIC WORKS CONSTRUCTION (SDMS) AND CITY OF MIDDLETOWN SUPPLEMENTAL SPECIFICATION. NO EXCEPTIONS WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DESIGN ENGINEER.
4. ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVED AGENCIES OR AS SET FORTH HEREIN. WHICHEVER IS MORE RESTRICTIVE. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THE REQUIREMENTS OF THIS ITEM. AT THE REQUEST OF THE APPROVING AGENCY, PROVIDE THE DESIGN ENGINEER.
5. ALL CONTRACTORS, SUBCONTRACTORS AND/OR UTILITY CONTRACTORS SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO START OF WORK.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA AND THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
7. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRIERS, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
8. THE CONTRACTOR SHALL KEEP ON SITE AT ALL TIMES A COPY OF THE APPROVED CONSTRUCTION PLANS IN WHICH IS RECORDED THE ACTUAL LOCATION OF THE UNDERGROUND IMPROVEMENTS AND ALL OTHER UTILITIES ENCOUNTERED. THE CONTRACTOR SHALL PROVIDE THESE PLANS SHOWING THE LOCATION OF IMPROVEMENTS TO THE DESIGN ENGINEER FOR PRODUCTION OF RECORD DRAWINGS PRIOR TO REQUESTING FINAL APPROVAL OF IMPROVEMENTS AND UTILITY RELOCATION.
9. THE PROJECT ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR AND UNANTICIPATED CHANGES TO THE PLANS. ANY DESIGN CHANGE OR MODIFICATION OF THESE PLANS MUST BE SPECIFICALLY AND PREVIOUSLY APPROVED BY THE PROJECT ENGINEER.
10. THE CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PLAN TO THE CITY, MAINTENANCE DEPARTMENT, FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

NOTICE TO CONTRACTOR

IN LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY HIS FAILURE TO EXCAVATE DEEPLY AND PREPARE ANY AND ALL UNDERGROUND UTILITIES. IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN ANY EXISTING UTILITIES WITHIN THE RIGHT OF WAY. THE APPLICANT ALSO AGREES TO THE CITY ENGINEERING DEPARTMENT'S DRAWINGS SHOWN BY THE APPLICANT. THE APPLICANT SHALL BE REQUIRED TO CALL BEFORE 1-800-242-1583, AT LEAST 48 HOURS, BEFORE ANY WORK TO BEGINS DRIVING.



ENVIRONMENTAL NOTES

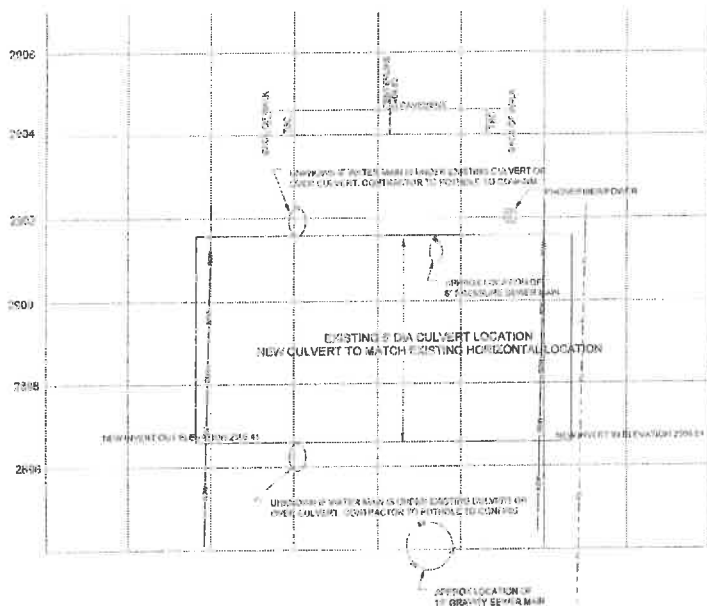
1. POLLUTION: COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT. PROTECT AGAINST THE CONTAMINATION OF SOIL, WATER, OR AIR BY OIL, FUEL, OIL-SPILLS, CHEMICALS, GARBAGE, DEBRIS, OR OTHER WASTES AT ALL TIMES.
2. EROSION: EQUIPMENT IS TO BE SERVED ONLY IN SERVICE AREAS. TAKE MEASURES TO PREVENT SPILLS BY OR ON OTHER FLUIDS.
3. DIRT: PROVIDE FENCED ENCLOSURES FOR ALL WORKERS.
4. DUST CONTROL: THIS APPLICABLE AT ALL TIMES AROUND THE PROJECT TO AVOID ANY DUST RELEASE. ON AIR POLLUTION THAT MAY ARISE DUE TO CONSTRUCTION OPERATIONS. NO DUST RELEASE WILL BE MADE FOR EXISTING OPERATIONS. TAKING TO CONTROL DUST MAY RESULT IN TEMPORARY SHUT-DOWN OF THE PROJECT AND NO ADDITIONAL FINE WILL BE ASSESSED. PROVIDE WATER NECESSARY FOR DUST SUPPRESSION OPERATIONS.
5. VEGETATION PROTECTION: LIST WORK TO SHOW THOSE AREAS AS LISTED ON THE PLANS AND FINE AS NECESSARY. PROTECT EXISTING VEGETATION AT ALL TIMES TO ELIMINATE DAMAGE TO EXISTING TREES, GRASSES, BUSH, OR OTHER WOOD PLANTS OR TROPIC.

N MIDDLETON RD/CANYON CANAL
CULVERT REPLACEMENT

1/2



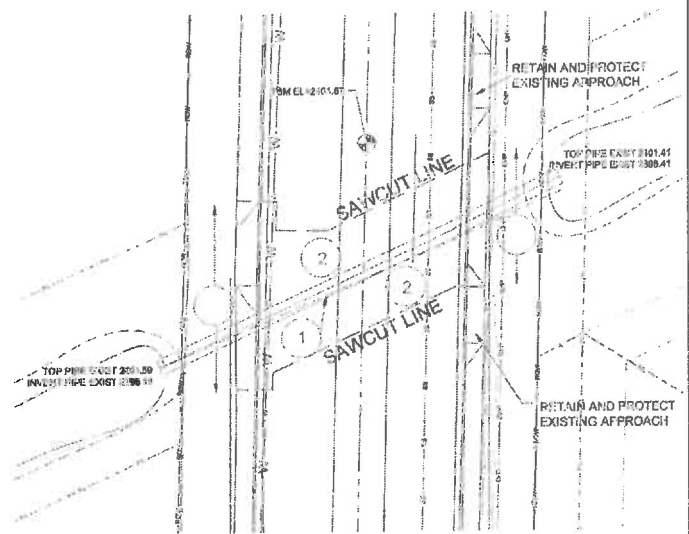
200 CAPITAL
ROAD, SUITE 100
MIDDLETON, NJ 08846
(609) 426-1583



CONTRACTOR IS RESPONSIBLE TO POTHOLE AND LOCATE FULLY ALL EXISTING UTILITIES PRIOR TO BEGINNING PROJECT. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES.



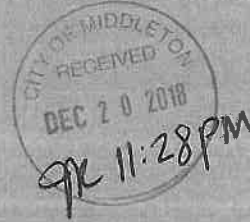
20150000
MIDDLETON RD CANAL
CULVERT REPLACEMENT
20150000



1. INSTALL 100 LF OF 12 GAUGE CORRUGATED METAL PIPE, 60" DIAMETER MIN. NEW PIPE TO MEET HS 25 LOADING AND BE INSTALLED IN SUBSTANTIAL CONFORMANCE WITH EXISTING PIPE INVERTS, GRADE AND ALIGNMENT.
2. TRENCH REPAIR, LIMITS DETERMINED BY CONTRACTOR. PAVEMENT THICKNESS 4" MIN, GRAVEL SECTION MATCH EXISTING. CONFIRM WITH ENGINEER. SHOULDER REPAIR INCIDENTAL.
3. CURB/GUTTER/SIDEWALK REPAIR INCLUDING REINSTALLING EXISTING APPROACH PER ISPGC SHOULDER REPAIR INCIDENTAL.



N MIDDLETON RD/CANYON CANAL
CULVERT REPLACEMENT



City of Middleton
1103 W Main Street Po Box 487
Middleton, ID 83644

**** SEALED BID ****

Project: N Middleton Rd
Canyon Canal Replacement
Project No.: N/A
Date: 12/20/18
Time: 12:00PM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF MIDDLETON IDAHO

1103 W Main St., PO Box 487

Middleton, ID 83644

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>12/12/18</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) as identified, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained

from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
2010.4.1.A.1	MOBILIZATION	1	JOB	LUMP SUM	\$11,500.00
1103.4.1.A.1	TRAFFIC CONTROL	1	JOB	LUMP SUM	\$8,700.00
706.4.1.E.1	4 INCH THICK CONCRETE SIDEWALK	7.5	SY	\$160.00	\$1,200.00
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	6.5	SY	\$210.00	\$1,365.00
706.4.1.A.5	STANDARD 6" VERTICAL CURB	45	LF	\$35.00	\$1,575.00
307.4.1.H.1	FULL WIDTH SURFACE RESTORATION	45	SY	\$230.00	\$10,350.00
	5 FT (60 IN) 12 GAUGE CMP	100	LF	\$620.00	\$62,000.00
SP 1000	REMOVE AND RESET SIGN	2	EA	\$150.00	\$300.00
SP 6013	SWPPP	1	JOB	LUMP SUM	\$2,900.00
TOTAL OF ALL BID PRICES				\$ 99,890.00	

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of Surety Bond;
- B. List of Proposed Subcontractors, as required by Idaho Code;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- D. Public Works License No.: 16433-AAA-1,2,3 [or] Evidence of Bidder's ability to obtain necessary License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)


Name (typed or printed): _____

A Corporation

Corporation Name: Diamond Contractors, LLC (SEAL)

State of Incorporation: ID

Type (General Business, Professional, Service, Limited Liability): Limited Liability

By:  _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jeff Arant

Title: Manager
(CORPORATE SEAL)

Attest  _____

Date of Qualification to do business in [State where Project is located] is
01 / 23 / 2006.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address PO Box 2658 Eagle, ID 83616

Phone No. 208.898.4330 Fax No. 208.898.4331

E-mail jeff@diamondidaho.com

SUBMITTED on December 19th, 2018.

Public Works License No. 16433-AAA-1,2,3.



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED EFFECTIVE

01/23/2006 05:00

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Diamond Contractors LLC.

2. The street address of the initial registered office is:

9660N Broadwood LN Eagle, ID 83616

and the name of the initial registered agent at the above address is:

Jeff Arant

3. The mailing address for future correspondence is:

9660 N. Broadwood LN Eagle, ID 83616

4. Management of the limited liability company will be vested in:

Manager(s) ☒ or Member(s) ☐ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name

Address

Jeff Arant

9660 N Broadwood LN Eagle, ID 83616

Evidence to Sign

6. Signature of at least one person responsible for forming the limited liability company:

Signature: [Signature]

Typed Name: Jeff Arant

Capacity: Manager

Signature: _____

Typed Name: _____

Capacity: _____

Secretary of State use only

IDAHO SECRETARY OF STATE
01/23/2006 05:00
CK: 784582496 CT: 151612 DH: 933475
1 @ 100.00 = 100.00 ORGAN LLC # 2

W46677

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Diamond Contractors, LLC.

PO Box 2658

Eagle ID 83616

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)

P.O. Box 14498

Des Moines IA

50306 - 3498

Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

City of Middleton

1103 W Min St. , PO Box 487

Middleton ID 83644

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

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

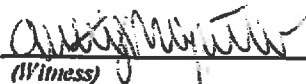
N Middleton Rd/Canyon Canal Culvert Replacement

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 20th day of December, 2018.


(Witness)

Diamond Contractors, LLC.

(Principal)

(Seal)

By: 

(Title) Jeff Arant / Manager

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By: 

(Title) Elizabeth Schneider, Attorney-in-Fact


(Witness) Sheila Cook

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Colleen Thompson; Elizabeth Schneider; Tina Coleman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of October, 2018.



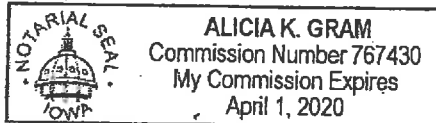
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of October, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20 day of December 2018



William Warner Jr.
Secretary

UNION CONSTRUCTION
PO. BOX 910
ONTARIO OREGON
97914

BID:
City of Middleton
culvert replacement



ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF MIDDLETON IDAHO

1103 W Main St., PO Box 487

Middleton, ID 83644

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

1

12/12/18

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) as identified, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained

from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
2010.4.1.A.1	MOBILIZATION	1	JOB	LUMP SUM	10,000 ⁰⁰
1103.4.1.A.1	TRAFFIC CONTROL	1	JOB	LUMP SUM	3,800 ⁰⁰
706.4.1.E.1	4 INCH THICK CONCRETE SIDEWALK	7.5	SY	160	1,200 ⁰⁰
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	6.5	SY	180	1,170 ⁰⁰
706.4.1.A.5	STANDARD 6" VERTICAL CURB	45	LF	60	2,700 ⁰⁰
307.4.1.H.1	FULL WIDTH SURFACE RESTORATION	45	SY	180	8,100 ⁰⁰
SP 100	5 FT (60 IN) 12 GAUGE CMP	100	LF	300	30,000 ⁰⁰
SP 6013	SWPPP	1	JOB	LUMP SUM	1,000 ⁰⁰
TOTAL OF ALL BID PRICES				\$	57,970 ⁰⁰

(TOTAL IN WORDS) \$ FIFTY SEVEN THOUSAND NINE HUNDRED SEVENTY

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of Bind;
- B. List of Proposed Subcontractors, as required by Idaho Code;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- D. Public Works License No.: 11590 Unlimited 1-4 [or] Evidence of Bidder's ability to obtain necessary License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Warrington Construction Corp of Oregon (SEAL)

State of Incorporation: OREGON

Type (General Business, Professional, Service, Limited Liability): Gen Bus.

By: Chelsey Warrington
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Chelsey WARRINGTON

Title: President
(CORPORATE SEAL)

Attest Andrea Warrington

Date of Qualification to do business in [State where Project is located] is
1/7/94.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address P.O. Box 916
Ontario Oregon 9714

Phone No. 208-452-2556 Fax No. 208-452-2557

E-mail brooks.warrington@hotmail.com

SUBMITTED on Dec 20, 2018.

Public Works License No. 11590 Unlimited 1-4.

BID FORM

CITY OF MIDDLETON

**N. MIDDLETON ROAD/CANYON CANAL CULVERT
PROJECT**

SUBCONTRACTORS

~~AN ONE~~

BID BOND

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

BIDDER (Name and Address):

Warrington Construction Corporation of Oregon
P.O. Box 910, Ontario, OR 97914

SURETY (Name, and Address of Principal Place of Business):

Liberty Mutual Insurance Company
1001 4th Ave., Suite 1700, Seattle, WA 98154

OWNER (Name and Address):

City of Middleton
1103 W. Main Street, Middleton, ID 83619

BID

Bid Due Date: December 20, 2018

Description (Project Name— Include Location): N. Middleton Road/Canyon Canal Culvert Replacement Project

BOND

Bond Number: Bid Bond

Date: December 7, 2018

Penal sum Five Percent of Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER


Warrington Construction Corporation of Oregon (Seal)

Bidder's Name and Corporate Seal

By: 
Signature

Chelsey Warrington
Print Name

President
Title

Attest: 
Signature

Title

SURETY

Liberty Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Brenda J. Smith
Print Name

Attorney-in-Fact
Title

Attest: 
Signature Linda Miner

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda J. Smith of the city of Boise, state of ID its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Warrington Construction Corporation of Oregon

Obligee Name: City of Middleton

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 6th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of December, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



STAR CONSTRUCTION, L.L.C.

P.O. Box 157, Star, ID 83669

Office 208-286-9198, Fax 208-286-7947, starconstructionllc@gmail.com



City of Middleton

1103 W. Main St., P.O. Box 487

Middleton, ID 83644

*Did Enclosed: N. Middleton Rd / Canyon Canal
Culvert Replacement*

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF MIDDLETON IDAHO

1103 W Main St., PO Box 487

Middleton, ID 83644

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>12/12/18</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) as identified, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained

from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	BID ITEM TOTAL
2010.4.1.A.1	MOBILIZATION	1	JOB	LUMP SUM	2500 ⁰⁰
1103.4.1.A.1	TRAFFIC CONTROL	1	JOB	LUMP SUM	9900 ⁰⁰
706.4.1.E.1	4 INCH THICK CONCRETE SIDEWALK	7.5	SY	575 ⁰⁰	4312 ⁵⁰
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	6.5	SY	400 ⁰⁰	2600 ⁰⁰
706.4.1.A.5	STANDARD 6" VERTICAL CURB	45	LF	78 ⁰⁰	3510 ⁰⁰
307.4.1.H.1	FULL WIDTH SURFACE RESTORATION	45	SY	115 ⁰⁰	5175 ⁰⁰
SP 100	5 FT (60 IN) 12 GAUGE CMP	100	LF	430 ⁰⁰	43,000 ⁰⁰
SP 6013	SWPPP	1	JOB	LUMP SUM	2500 ⁰⁰
TOTAL OF ALL BID PRICES				\$	73,497 ⁵⁰

(TOTAL IN WORDS) \$ SEVENTY THREE THOUSAND FOUR HUNDRED
NINETY SEVEN DOLLARS AND FIFTY CENTS

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.
- 6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond;
 - B. List of Proposed Subcontractors, as required by Idaho Code;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Public Works License No.: 14428-AAA-4/br Evidence of Bidder's ability to obtain necessary License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Star Construction, LLC (SEAL)

State of Incorporation: ID.
Type (General Business, Professional, Service, Limited Liability): _____

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): ANCIL A. IRMINSTER

Title: Manager
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in [State where Project is located] is 07/26/99.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address Star Construction, LLC

P.O. Box 157, Star, ID 83669

Phone No. 208-286-9198 Fax No. 208-286-7947

E-mail Starconstructionllc@gmail.com

SUBMITTED on 12/20, 2018.

Public Works License No. 14428-AAA-4



ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

2005 JUL 22 AM 11:12

SECRETARY OF STATE
STATE OF IDAHO

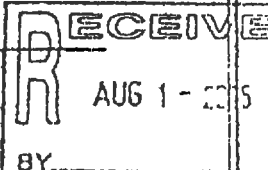
1. The name of the limited liability company is.

STAR CONSTRUCTION, LLC

If the LLC has been administratively dissolved and the name is no longer available for use, #3 below must include an amendment of name.

2. The date the articles of organization were filed was.

07/26/99



COMPLETE ONLY THE APPLICABLE ITEMS

3. The name of the limited liability company is amended to read:

4. The management of the limited liability company shall henceforth be vested in:

☐

Manager(s)

☐

Members

5. The information on the managers/members shall be amended as follows:

Name	Address	Add	Delete	Other
WENDY L. IRMINGER	270 E. JAMES CT, MERIDIAN, ID 83642	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

6. Signature of at least one manager, if any, or at least one member.

Signature:

Typed Name: ANCIL A. IRMINGER

Capacity: MANAGER

Signature:

Typed Name:

Capacity:

Secretary of State use only

IDAHO SECRETARY OF STATE
07/22/2005 05:00
CK: 3874 CT: 185969 BH: 822747
1 E 38.88 38.88 ORGAM AMEX 1 ?

W9.387

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Star Construction, LLC
P.O. Box 157
Star, ID 83669

as Principal, hereinafter called the Principal, and
Western Surety Company
P.O. Box 5077
Sioux Falls, SD 57117-5077


a corporation duly organized under the laws of the State of South Dakota
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Middleton
1103 W. Main Street
Middleton, ID. 83644

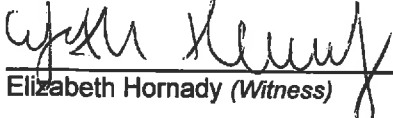
as Oblige, hereinafter called the Oblige, in the sum of ***5% of the total amount of the bid attached hereto******* Dollars (\$*****),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

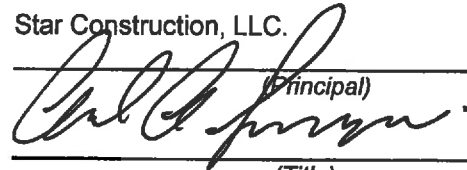
WHEREAS, the Principal has submitted a bond for
Canyon Canal Culvert Replacement Project

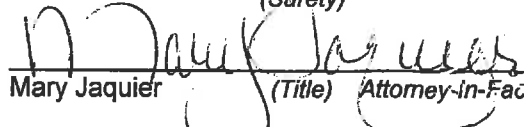
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 20th day of December, 2018.


(Witness)


Elizabeth Hornady (Witness)

{ Star Construction, LLC.

(Principal) (Seal)
MANAGER
(Title)

{ Western Surety Company

(Surety) (Seal)
Mary Jaquier (Title) Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William F Post, Mary Jaquier, Terry S Robb, Individually

of Boise, ID, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of November, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 30th day of November, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20 day of December, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



Middleton Post 39

The American Legion
2 West Main St.
PO Box 257
Middleton, ID 83644
(208) 585-2408



<https://idlegion39.com> idlegion39-family@yahoo.com

December 21, 2018

Mayor Taylor:

Post 39 is a non-profit Veterans Service Organization. The Post was founded in 2008 and observes the Four Pillars of Service: Fostering a strong national security, Taking care of veterans, Mentoring the youth of our nation and Promoting patriotism and honor.

Our net receipts for this year are approximately \$1200 with 30% from member dues and the balance from donations. Our major operations are to support 2 American Legion Baseball teams, provide an Honor Guard as memorial to deceased veterans as well as provide Flag services for various assemblies and lead parades, assist veterans with their claims for medical and financial help, and recruit students for our annual Oratorical Contest and Boys State.

After 10 years of existence, we finally have a Post Home where we welcome veterans to relax, converse and get the help that they need.

We, therefore, humbly request that the fees for water, sewage and garbage be waived.

For the Commander

Bruce Irving
Adjutant

eaglebruce2003@yahoo.com

(208) 713-6101