Moscow City Council

Regular Meeting

~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins

City Clerk

208.883.7015

Monday		**Council Chambers**
	7:00 PM	
May 7, 2018		**206 E. Third St.**

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

Pledge Of Allegiance

Bike Month Proclamation

Documents:

BIKE MONTH 2018.PDF

1. **Consent Agenda**

A. **Approval Of Moscow City Council April 16, 2018 Minutes – Laurie M. Hopkins**

Documents:

CITY COUNCIL MINUTES OF 04-16-18.PDF

B. **Lola Clyde Park Sign Design - David Schott**

The Parks and Recreation Department is requesting Council approval of the proposed Lola Clyde Park sign design. The proposed sign design varies from the standard park sign with the inclusion of a plaque. The plaque will consist of a picture of Lola Clyde from the 1982 National Geographic Magazine. Moreover, the plaque will include the copyright permission from the photographer with the website inscribed into the plaque.

The estimated cost for the project is $2,000 for a standard park sign, plaque, Plexiglas, and copyright permission. The project is included in the FY18 Budget under Parks and Recreation - Parks, 120-165-30-690-10, in the amount of $2,125. The Clyde family has pledged to donate $1,775 toward the Lola Clyde Park sign. The Parks and Recreation Commission considered and recommended approval of the Lola Clyde Park sign at their March 22, 2018 meeting.

The Administrative Committee considered and recommended approval of the Lola Clyde Park sign design on April 23, 2018.

ACTION: Approve the Lola Clyde Park sign design.

Documents:

LOLA CLYDE PARK SIGN DESIGN.PDF

C. **Request Authorization For Beer Garden For Rendezvous In The Park 2018 - Dwight Curtis**

In accordance with Moscow City Code 5-13-4(B), Rendezvous in the Park is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park on July 19, 20 and 21, 2018, from 4:00 p.m. to 10:00 p.m. There will be food vendors, live music, and other activities at the event. As has been approved in the past, the entire fenced off area will be designated as the beer garden to allow families to be together to watch the music festivities, as well as a secured internal alcohol dispensing area. There have been no problems associated with this set-up. Also, the fenced off area will not block public access to the restroom facility. Police Chief James Fry is supportive of Rendezvous in the Park providing its own security as done previously. There have been no problems associated with alcohol at this event in the past. This item was reviewed and recommended for approval by the Administrative Committee on April 23, 2018.

ACTION: Approve beer garden request for Rendezvous in the Park 2018 per the attached Resolution.

Documents:

REQUEST AUTH BEER GARDEN RENDEZVOUS 2018.PDF

D. **Morgan's Orchard Park Playground Slab And Pathway - David Schott**

Staff is requesting authorization to retain Knox Concrete, LLC for construction of the Morgan's Orchard Park Playground Slab and Pathway Project in the amount of $18,780 with a ten percent contingency of $1,878 for a total amount not to exceed $20,658.

On April 9, 2018, the City issued a solicitation of bids for the Morgan's Orchard Park Playground Slab and Pathway Project to four concrete contractors with three bid proposals received ranging from $18,780 to $25,946. The project includes the installation of a concrete pad for the playground, authorized to purchase by Council on February 20, 2018, and a concrete pathway to the playground.

The funding source is the Hamilton Fund, and was approved through the FY2018 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects will be authorized through the annual budget authorization.

The Public Works / Finance Committee considered and recommended approval to retain Knox Concrete for the construction of Morgan's Orchard Park Playground Slab and Pathway on April 23, 2018.

ACTION: Accept the low bid from Knox Concrete, LLC for the construction of Morgan's Orchard Park Playground Slab and Pathway Project, award the contract in the amount of $18,780 with a ten percent contingency of $1,878 for a total amount not to exceed $20,658 with funding source from the Hamilton Fund.

Documents:

MORGANS ORCHARD SLAB AND PATHWAY.PDF

E. **White Avenue Water Main Replacement - Les MacDonald**

The City published an advertisement for bids on March 30, 2018 for the White Avenue Water Main Replacement - 2018 Project. The base bid for the project includes construction of approximately 1,200 linear feet of 12 inch ductile iron water main, new stormwater infrastructure, and reconstructing the westbound lanes road base along the north side of White Avenue from Blaine Street to State Highway 8. Construction of water main includes new service lines, hydrants, associated fittings, valves, and abandoning/connecting existing water main. Stormwater construction will include installation of six new catch basins and approximately 110 linear feet of 8 inch SDR 35 pipe. The Engineer's estimate for the project was $319,784.63.

Bid opening for the project took place on April 17, 2018 at which 2 bids were received. Of the responsive bids received, numbers ranged from $281,495.50 to $313,328.00. Germer Construction Inc. of Moscow was the low bidder on the project and a bid tabulation is attached. This was reviewed and recommended for approval by the Public Works/Finance Committee on April 23, 2018.

ACTION: Accept the low bid from Germer Construction Inc., award the contract in the amount of $281,495.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Documents:

WHITE AVE WATER MAIN REPLACEMENT.PDF

F. **2018 Pavement Management Program: Slurry Seal Award - Les MacDonald**

The Pavement Management Program for FY2018 includes the utilization of a $477,450 grant through the Local Highway Technical Assistance Council's (LHTAC's) Local Strategic Initiative Program to apply a Slurry Seal road preservation treatment on multiple roadways throughout the City. A Slurry Seal is the application of a thin mixture of water, asphalt emulsion, aggregate (very small crushed rock), and additives to an existing asphalt surface. Slurry Seals are primarily applied on residential and collector streets with low to moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids on March 31, 2018 for the 2018 Slurry Seal road treatment project. The base bid for the project includes 265,300 square yards of Type II Slurry Seal. The Engineer's estimate for the project was $477,540.

Bids were opened on Tuesday, April 17, 2018. Four responsive bids were received, ranging from $443,051 to $583,660. Of those, the low bid was submitted by Intermountain Slurry Seal of Salt Lake City in the amount of $443,051. A bid tabulation is attached. This item was presented to the Public Works/Finance Committee on April 23, 2018 which recommended approval.

ACTION: Accept the low bid from Intermountain Slurry Seal, award the contract in the amount of $443,051, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Documents:

2018 PAVEMENT MANAGEMENT SLURRY SEAL.PDF

G. **Third Street- Polk To Hayes Phase II Bid Results And Contract Award - Les MacDonald**

The Third Street - Hayes Street to Polk Street Phase II project is the continuation of the City's efforts to address pavement failure issues along the Third Street corridor while upgrading those public utilities that are approaching the end of service life, and bringing the pedestrian routes up to current ADA Standards. The reconstruction of this segment of Third Street was originally included as an "Add Alternate" in the 2016 Third Street - Polk to Hayes Project, but was not awarded due to fiscal constraints.

This phase of the project will reconstruct the segment of Third Street from Monroe Street to Polk Street. The work includes full depth street replacement with subsurface drainage improvements, replacement of the existing 8 inch water main with a 24 inch diameter main, and replacement of the existing storm and sanitary sewers within the roadway. The project will also install traffic calming curb bulbs at four locations and replace seven deficient curb ramps to insure compliance with ADA requirements. The Engineer's estimate is $782,687.50.

The City published an advertisement for bids for Phase II on March 31, 2018 and bids were opened on Tuesday, April 17, 2018. Three responsive bids were received, ranging from $658,761 to $828,727.50. Of those, the low bid was submitted by Crea Construction of Lewiston in the amount of $658,761. A bid tabulation is attached. This item was presented to the Public Works/Finance Committee on April 23, 2018 and recommended for approval.

ACTION: Accept the low bid from Crea Construction, award the contract in the amount of $658,761, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Documents:

THIRD ST POLK TO HAYES BID AWARD.PDF

H. **Colter's Creek Request For Sidewalk Cafe - Laurie Hopkins**

In 2007, the City Council formalized a process for the licensing of sidewalk cafés in the Central Business Zoning District. Minimum standards for all sidewalk cafés are included in the Moscow City Code and additional regulations are required for those licensees that intend to serve alcoholic beverages within the sidewalk café. One of those additional regulations is the requirement of a non-permanent physical barrier such as a railing, potted plants, decorative chain, fence, rope or other physical barrier, as required and approved by the City. Over the last couple years, staff has received inquiries regarding esthetically pleasing options for the barrier, including a more permanent structure. Due to the risk of damage to the City's right-of-way, the City does not allow drilling into the sidewalk. Colter's Creek has requested the installation of a deck-like base for their café area. The Deputy Director of Public Works Operations has reviewed the area and discussed options on how this proposal can work within the guidelines of the Code, as well as safety of the public and ADA requirements. Staff is bringing the proposal to City Council as a proposed pilot project to determine whether to proceed with a more robust, yet still non-permanent sidewalk café. Staff will continue to review requests and refine options for sidewalk cafes while putting together possible amendments to the sidewalk café regulations. This was reviewed and recommended for approval by the Administrative Committee on April 23, 2018.

ACTION: Approve the sidewalk café pilot project.

Documents:

COLTERS CREEK REQUEST FOR SIDEWALK CAFE.PDF

I. **Request To Purchase Fire Truck - Gary J. Riedner**

One of the City's Major Challenge Areas (MCA) in its Strategic Plan, was to replace its aging and deteriorating fire apparatus. To meet this MCA, City Council directed that a schedule for fire truck replacement be included within the City's budget process, rather than depend upon a bond election. This direction was implemented in 2016, and a schedule was developed to replace the fire truck fleet. A Pierce Manufacturing Saber pumper engine was ordered in FY2017 and is due for delivery in June, 2018. The FY2018 budget includes $362,204 accumulation to be allocated toward the purchase of the second pumper engine scheduled to be ordered in FY2018 for delivery in 2019. In addition to the funding accumulation, the City applied for an Idaho Community Development Block Grant (ICDBG) in the amount of $289,000, for which the City received notice of award last week. This brings the total available funding for purchase of the second pumper engine to $651,204.

The City Fleet Department ordered the 2017 pumper engine through a purchasing consortium which provides the greatest discounts for the fire truck purchase. The Fleet Department has received notice from Hughes Fire Equipment (the dealer for Pierce Manufacturing), that recent tariffs imposed upon imports has had the effect of increasing the cost of certain components (mainly aluminum), which will consequently increase the cost of the pumper engine by $15,638. This increase can be avoided if the purchase order is made prior to May 1, 2018, when the tariff takes effect.

Fire Chief Brian Nickerson has been working with the Moscow Volunteer Fire Department (MVFD) Board of Directors and MVFD Company 7 (the Company which will receive the next pumper engine), and has obtained their approval of the specifications for the next pumper engine which will be identical to the Pierce Saber pumper engine ordered in 2017. This approval allows for the new pumper engine to be ordered immediately, if authorized.

Fleet Supervisor Rick Benjamin has been in contact with Hughes Fire Equipment and it is possible to order the new pumper engine prior to May 1, 2018, to avoid the price increase resulting from the tariff. The quoted purchase price is $545,472. With the successful CDBG award, the purchase of the pumper engine could be made in advance of the 2019 schedule in order to avoid the tariff-related increase of $15,638.

This agenda item was taken to both Public Works/Finance Committee and Administrative Committee last week in order to gain consensus to proceed with ordering the pumper engine prior to the Council meeting on May 7, 2018. Both Committees recommended approval of ordering the pumper engine last week and recommended ratification of the action at the City Council meeting May 7, 2018.

ACTION: Ratify the order and purchase of the Pierce Manufacturing Saber pumper engine.

Documents:

REQUEST TO PURCHASE FIRE TRUCK.PDF

2. **Staff Recognition Report - Gary J. Riedner**

3. **Mayors Appointments**

4. **Public Comment And Mayor's Response Period (Limit 15 Minutes)**

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

6. **Paradise Path Underpass & Multimodal Extension Bid Results And Contract Award - Les MacDonald**

The intersection of State Highway 8 and White/Styner Avenues has long been problematic for bicyclists and pedestrians needing to cross the highway. In spring of 2016, application was made for federal funding to design and construct a bike/ped underpass at this location and to extend the Paradise Path to Blaine Street and the south entrance of the Latah County Fairgrounds. In February 2017, the City was notified in that the request had been approved for construction in FY 2018. With the assistance of the Local Highway Technical Assistance Council (LHTAC), which administers the State of Idaho Transportation Alternatives Program, City Staff enlisted a local engineering firm, Alta-SE, to design the project.

On March 31, 2018, the City published an advertisement for bids to construct the project. The base bid includes 1,295 linear feet of 10’ wide asphalt path, 190 linear feet of concrete path underpass, 980 linear feet of curb and gutter, 295 linear feet of concrete block retaining wall, 72 linear feet of 6’ wide concrete sidewalk, and 4 new pedestrian ramps. Due to potential budget constraints, the bid proposal was structured such that the section of 10’ wide asphalt path, pedestrian ramps, and curb and gutter from Blaine Street to the Fairgrounds is included as an additive alternate that may be awarded at the discretion of the City. As a federally funded project, it is subject to prevailing wages and other mandatory federal compliance requirements. The Engineer's estimate is $344,702.27 Base Bid (Hwy 8/Troy Rd to Blaine St.) and $31,834.40 Add Alternative No. 1 Bid (Blaine St. to Fairgrounds).

Bids were opened on Tuesday, April 17, 2018. Two responsive bids were received, with Base Bids ranging from $392,847 to $418,719.75 and Add Alternative No. 1 Bids ranging from $28,873.50 to $38,908.40. Of those, the low bid was submitted by Crea Construction of Lewiston in the amount of $421,720.50 for Base Bid and Add Alternative No. 1. Bid tabulations are attached. This item was presented to the Public Works/Finance Committee on April 23, 2018 and was recommended for approval.

PROPOSED ACTIONS: Accept the low bid from Crea Construction, award the contract in the amount of $421,720.50 for Base Bid and Add Alternative No. 1 Bid, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or take other action deemed appropriate.

Documents:

PARADISE PATH UNDERPASS BID RESULTS AND CONTRACT AWARD.PDF

7. **Professional Services Agreement Paradise Path Underpass Construction Inspection - Les MacDonald**

The construction contract for the Paradise Path Underpass and Multimodal Extension Project was reviewed by the Public Works/Finance Committee on April 16, 2018, and was forwarded to the full Council's next meeting (May 7, 2018) with a recommendation to accept the low bid from Crea Construction of Lewiston and to award the contract.

City staff, with the assistance of the Local Highway Technical Assistance Council (LHTAC), has selected the engineering firm of J-U-B Engineers, Inc. to perform the construction inspection for the project. The attached professional services agreement with JUB in the amount not to exceed $55,700.00 has been prepared by the Idaho Transportation Department's (ITD's) Consultant Services Section for this work. The agreement was not received by Staff until April 25, 2018, thus it could not accompany the construction agreement presented to the Public Works/Finance Committee as staff had hoped.

PROPOSED ACTIONS: Approve the Professional Services Agreement with J-U-B Engineers, Inc. in an amount not to exceed $55,700.00, or take other such action deemed appropriate.

Documents:

PROFESSIONAL SERVICES AGREEMENT PARADISE PATH UNDERPASS CONSTRUCTION INSPECTION.PDF

8. Idaho Community Development Block Grant Agreement - Fire Engine - Gary J. Riedner

On April 23, 2018, the Idaho Department of Commerce (IDOC) notified the City of Moscow it had been awarded a $289,000 Idaho Community Development Grant (ICDBG) for the Pumper Fire Engine Project. The letter included three items which needed to be completed and submitted to IDOC prior to execution of an ICDBG Agreement. Staff completed and submitted the documentation to meet those requirements and received approval to order the Fire Engine on April 26, 2018. Staff also subsequently submitted the purchase documents in order to receive the price quoted available until May 1, 2018, in order to avoid an additional aluminum tariff price increase and confirmation of the order and purchase was also received on April 26, 2018. On May 1, 2018, notification was received from IDOC stating the ICDBG Agreement was mailed to the City. In anticipation of the Agreement being received and reviewed for approval prior to City Council meeting on May 7, 2018, staff is submitting this request for approval to execute the forthcoming ICDBG Agreement.

PROPOSED ACTIONS: Approval to execute the Idaho Community Development Block Grant Agreement for award of $289,000 for the purchase of a Fire Engine, or take such other action deemed appropriate.

Documents:

CDBG AGREEMENT FOR FIRE TRUCK.PDF

9. Authorization To Proceed With Purchase Of Magyar Building - Gary J. Riedner

The City of Moscow Water & Sewer Departments have occupied the office building located at 201 North Main Street in Moscow (owned by Magyar Investments, Inc.) since 2008. The City leased the building for an initial term of 6 years, and that lease has been renewed on year-to-year extensions since 2013. The annual rate for the current lease is $54,000 per year.

When the City originally leased the building, the location was optimal, as it provided office space in close proximity to the City's Water Operations building and filter plant located at the intersection of "A" and Jackson streets. Magyar investments has offered the building for City purchase for the amount of $422,214.00. Assuming no increase in the current lease rate, and a projected rate of return on investment of 3%, the City will amortize the purchase price of the building in approximately ten years. Based upon the City's occupancy of the building for the past 10 years, and the favorable structural assessment, it should serve the City's current needs for a Water and Sewer office building for many years to come.

Staff is recommending the purchase of the building for the amount of $422,214.00. The recommended source of funding for the purchase will come from the Water Capital Projects and Sewer Capital Projects line items from accumulations for Public Works Facilities. This was reviewed and recommended for approval by the Public Works/Finance Committee on April 23, 2018.

PROPOSED ACTIONS: Approve purchase of the Water & Sewer office building from Magyar Investments, Inc. for the price of $422,214.00 or take other such action deemed appropriate.

Documents:

AUTHORIZATION TO PROCEED WITH PURCHASE OF MAGYAR BUILDING.PDF

10. Strategic Planning Update - Jen Pfiffner

?Reports
City Council
Mayor
Staff

Adjourn

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

BIKE MONTH PROCLAMATION

WHEREAS, National Bike Month began in May 1956; and

WHEREAS, bicycling has been an affordable, environmentally-sound mode of transportation, excellent form of exercise, and fun recreation since the first pedal-propelled bicycle appeared in the 1860s; and

WHEREAS, local government is committed to educating motorists *and* cyclists about safe vehicle operation to reduce accidents, injuries and fatalities; and

WHEREAS, bicycling contributes to retail sales, tourism dollars, and planning, infrastructure, and policies that support community livability; and

WHEREAS, bicycling reduces heart disease, obesity, diabetes, and hypertension, and improves mental health and cardio-vascular fitness; and

WHEREAS, Moscow supports the objectives of Let's Move!, Safe Routes to School, Complete Streets, Fill the Racks, the Officer Newbill Safety Fair, and more; and

WHEREAS, our region is gaining favorable recognition for bicycle-friendly accommodations, including Moscow's Intermodal Transit Center, more convenient and functional bike racks, and a growing network of bicycle-pedestrian trails; and

WHEREAS, Bike to Work Day in Moscow is Friday, May 11, 2018.

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

Bike Month

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

CITY OF MOSCOW 1887 IDAHO

DATED this 16th day of April, 2018

Bill Lambert, Mayor

Moscow City Council

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
April 16, 2018

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 PM

PRESENT: Kathryn Bonzo Council President, Gina Taruscio Council Vice President, Jim Boland Councilmember, Brandy Sullivan Councilmember, Anne Zabala Councilmember, Bill Lambert Mayor

ABSENT: Art Bettge Councilmember (Excused)

STAFF: Gary J. Riedner, Dwight Curtis, David Schott, Joe Williams, Mike Ray, Mia Vowels, Tim Davis, Kelli Cooper, Les MacDonald, Tyler Palmer, Kyle Steele, Rick Benjamin, Brian Nickerson, Ryan Cash, Laurie M. Hopkins

Pledge of Allegiance
Boy Scout Caden Summers and Councilmember Sullivan led the Pledge of Allegiance.

Arbor Day Proclamation
Mayor Lambert read the proclamation and presented it to Clark Filip. The Tree Commission will be at Lena Whitmore on April 27th at 1:15 p.m. to plant a red oak tree in honor of Arbor Day. Seedlings will be offered to the public at the celebration.

Earth Day Proclamation
Mayor Lambert read the Earth Day proclamation and presented it Kelli Cooper. Cooper thanked the Mayor.

Earth Day Awards - Mayor Lambert
Mayor Lambert presented Earth Day awards. The award winners said a few words. See attached list.

1. Consent Agenda

A. Approval of Moscow City Council April 2, 2018 Minutes – Laurie M. Hopkins

B. Almon and Second Streets Geotechnical Evaluation Agreement – Kevin Lilly
The existing pavement in the eight hundred foot long segment of Almon Street between Third Street and 'A' Street is severely deteriorated. With an Overall Condition Index of 19.37 (Very Poor) out of 100, this segment is in need of ~~a~~ full reconstruction. At one time, this street was paved with Portland cement concrete pavement. Through many years of roadway maintenance and utility repairs it has been overlain with hot mix asphalt pavement, and the underlying concrete pavement has been removed and patched back with asphalt pavement in various locations. This has created a random patchwork of asphalt and concrete pavement sections throughout the roadway segment.

Areas within the three hundred foot long segment of East 2nd Street between Main and Washington Streets in the Central Business District are also partially underlain by Portland cement concrete and are exhibiting moderate signs of distress.

Public Works wishes to evaluate pavement rehabilitation and/or reconstruction options for these two street segments. The attached Master Agreement and Task Order #1 for professional services in an amount not to exceed $14,975.00 are for Geoprofessional Innovation Corp., Inc. to perform the sub-surface exploration needed to evaluate the existing pavement and subgrade conditions, and to provide an analysis of appropriate reconstruction or rehabilitation alternatives. This item was presented to the Public Works/Finance Committee on April, 9, 2018 which recommended its approval.

ACTION: Approve the Master Services Agreement and Task Order 1 for the professional services of Geoprofessional Innovation Corp., Inc. in an amount not to exceed $14,975.00.

C. Disbursement Report for March 2018 – Gary J. Riedner
Staff will present the Accounts Payable Report for the month ending March 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on April 9, 2018.

ACTION: Approve the Disbursements Report for the month of March 2018.

D. Second Quarter Financial Report (January 1, 2018 - March 31, 2018) for FY2018 – Sarah Banks
Staff will present the financial report for the second quarter of fiscal year 2018 (January 1, 2018 - March 31, 2018). This was reviewed and recommended for approval by the Public Works/Finance Committee on April 9, 2018.

ACTION: Approve the report.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

2. Staff Recognition Report - Gary J. Riedner
Riedner invited Curtis up to present Idaho Recreation and Park Association (IRPA) awards. Curtis said the IRPA conference took place in Moscow last week. They honored David Rauk as Outstanding Individual for 2018. He is the University of Idaho campus horticulturist and is an arborist. He is a charter member of the Moscow Tree Commission, an Orchid Award winner, and has many other accomplishments. The downtown restroom also received the Outstanding Facility Award at the conference.

3. Mayors Appointments
None offered.

4. Public Comment and Mayor's Response Period (limit 15 minutes)
Margaret Dibble, 1131 Jackshaw Rd Moscow, on Moscow Pathways Commission and Board of Latah Trail and talk a lot of bicycles. Bike month is next month and would like more city support. Bikes belong on streets, perhaps transportation commission, specifically for Moscow bike to work day. Permission to post notices about bike day in the friendship square City notice board. Suggested a bike share at the City. Coffee station at 6th and Main. Riedner said the City does have a bike share.

Bill Goesling, 1141 Paradise Ridge Rd Moscow, said he is running for the Idaho House of

Representatives 5A. He was on the Moscow School Board, state charter school board and State Board of Education and need to look at the components of education. He uses a common sense approach and believes if it works in Moscow, then it will work in the legislature.

Joanne Muneta, 203 S Howard St Moscow, the commission survey had one question from the Historic Preservation Commission: Roadway improvement should preserve historic integrity and neighborhood character. Of the answers, 35% agreed and 35% strongly agreed to the question. She feels this is pertinent to the Third Street bridge and concurrent safety concerns. She also feels the public input on the traffic calming was good but not so far on the public art and design of the bridge and corridor. She wants the Council to think about the design of the bridge before it is too late.

Riedner said the student ideas will follow the committee meetings on Monday in an open house format. Details are still being worked out. Public Works and Arts Departments have discussed the art component of the bridge. Riedner isn't sure where those discussions are at or when Burns will bring it forward to the Public Art Committee of the MAC.

Nicole Skinner, ASUI president, for the upcoming academic year. One of the main campaign points was more communication with the City Council. She looks forward to accomplishing great things together. The ASUI is also revamping the duties of the Community Outreach Director where he will be attending all Council meetings throughout the year. She introduced Jacob Lockhart, a senator on the ASUI.

5. Citizen Commission Report - Planning and Zoning Commission - Mike Ray / Wendy McClure
Ray introduced Wendy McClure who went through the commission members and current projects including off-street parking standards revision and conversion of uses into a table for ease of use. The Commission is also updating the 2009 Comprehensive Plan with a tentative date in May for an open house.

6. Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone – Michael Ray

The applicant, Sally Powers, is proposing to subdivide a 21.73 acre area of land generally located east of Main Street (HWY 95) and north of Palouse River Drive into thirty-two (32) parcels ranging from 7,006 square feet to 3.76 acres in size. Also included in the proposal is the rezoning of a 9.32 acre area from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District. The Planning and Zoning Commission conducted a public hearing for this matter on March 28, 2018 and recommended approval of the preliminary plat with two conditions and recommended approval of the rezone with no conditions.

ACTIONS: 1. Conduct the public hearing upon the proposed Zoning Designations and upon consideration of any testimony presented, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that they be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

2. In accordance with the decision upon the Zoning Designation request, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria, or direct staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

3. Conduct the public hearing upon the proposed Preliminary Subdivision Plat and upon consideration of any testimony presented, approve the Preliminary Plat for Indian Hills 9 Addition with the two (2) conditions recommended by Staff; or reject the Preliminary Plat for Indian Hills 9 Addition; or take other action as deemed appropriate.

4. In accordance with the decision upon the Preliminary Subdivision Plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria with a modification to the conditions to reflect the two (2) conditions recommended by Staff, or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

Ray introduced the item as written above and went over the surrounding neighborhood including the zoning and Comprehensive Plan designation. Palouse Prairie Charter School received a conditional use permit off Powers Avenue and the 32 lots within the plat were described. Ray described the utility and streets system. Sanitary sewer line, water and storm is stubbed at Myrtle and there is a detention pond. They would need to be extended down Myrtle. Riedner also explained that the Palouse Prairie playground would be private property and cannot be considered in the rezone and preliminary plat decisions.

Mayor Lambert opened the public hearing at 8:33 p.m.

Shelley Bennett, 213 S Main St Moscow, represents the applicant. Explained the zoning and buffering. Architects on the school and this project will work together on whether the path is necessary. Sanitary sewer could be difficult to connect to Thompson property. Some of the Indian Hills Drive property owners are interested in connecting to the sanitary sewer and they will work with the homeowners. Riedner explained the lines should be adequate for connectivity.

No other testimony was offered. Mayor Lambert closed the public hearing at 8:42 p.m.

The Zoning Ordinance was approved under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and was adopted by roll call vote. .

RESULT:	**ADOPTED ON FIRST READING W/SUS [UNANIMOUS]**
MOVER:	Jim Boland, Councilmember
SECONDER:	Kathryn Bonzo, Council President
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

Mayor Lambert read Ordinance 2018-05:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF APPROXIMATELY EIGHT POINT FOUR THREE (8.43) ACRES OF PROPERTY DESCRIBED IN SECTION 1, PROPERTY #1 OF THIS ORDINANCE, AS MODERATE DENSITY RESIDENTIAL (R-2); AND APPROXIMATELY ZERO POINT EIGHT NINE (0.89) ACRES OF PROPERTY DESCRIBED IN SECTION 1, PROPERTY #2 OF THIS ORDINANCE, AS MEDIUM DENSITY RESIDENTIAL (R-3); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

The Planning and Zoning Commission's Reasoned Statement of Relevant Criteria was adopted by roll call vote.

RESULT:	**ADOPTED ON FIRST READING W/SUS [UNANIMOUS]**
MOVER:	Gina Taruscio, Council Vice President
SECONDER:	Kathryn Bonzo, Council President
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

The Preliminary Plat for Indian Hills 9th Addition was approved by roll call vote and with two conditions recommended by Staff:

- The applicant shall extend water and sewer mains to the east boundary of the subject property to allow for future development to the east
- Myrtle Street and all associated underground utilities shall be constructed and accepted by the City prior to the issuance of any building permits on Lots 1, 2, or 3, Block 2, of the proposed Preliminary Subdivision Plat

RESULT:	**ADOPTED WITH TWO CONDITIONS [UNANIMOUS]**
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

The Planning and Zoning Commission's Reasoned Statement of Relevant Criteria with a modification to the conditions to include the two conditions recommended by staff was adopted by roll call vote.

RESULT:	**ADOPTED ON FIRST READING W/SUS [UNANIMOUS]**
MOVER:	Gina Taruscio, Council Vice President
SECONDER:	Kathryn Bonzo, Council President
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

7. Amending MCC Title 7 Chapter 7 Relating to Fire Prevention – Joe Williams

The proposed amendment would adopt the International Fire Code, 2015 Edition with modifications that are consistent with those adopted by the Idaho State Fire Marshal for use in the State of Idaho. This code change is part of the three-year cycle of code revisions published by the International Code Council. Some purposed changes to the city code reflect the renumbering of sections in the 2015 IFC, as well as changes the Building Department has made to the International Building code that mirror the IFC. This was reviewed and recommended for approval by the Administrative Committee on April 9, 2018.

PROPOSED ACTIONS: Approve the Ordinance amending Moscow City Code Title 7 Chapter 7 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

Williams introduced the item as written above and gave a brief presentation detailing the changes that are being recommended. Community Development requires consistency with load capacity if installing solar panels. Also required are walking paths between the panels.

The Ordinance amending Moscow City Code Title 7 Chapter 7 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary was adopted by roll call vote.

RESULT:	**ADOPTED ON FIRST READING W/SUS [UNANIMOUS]**
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Jim Boland, Councilmember
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

Mayor Lambert read Ordinance 2018-06 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 7, CHAPTER 7; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

8. Guiding Principles of Affordable Housing Resolution – Ryan Cash

Over the last year, the Fair and Affordable Housing Commission has been discussing the lack of affordable housing in Moscow and the idea of creating a series of principles for the development of affordable housing. The 2016 American Community Survey identified that twenty-nine percent (29%) of Moscow's population is currently living in poverty. Also, a recent survey of local affordable housing projects indicated that there are no housing units available in any low income housing developments located within the City of Moscow and all such units have waiting lists. The Commission has worked with Sojourners Alliance, Moscow Affordable Housing Trust, Family Promise of the Palouse, and other community groups to develop guiding principles for the development of affordable housing. The intent of having guiding principles for the development of affordable housing is to provide a clear statement about the community Moscow desires to be, provide a framework for the pursuit of adequate housing for residents across the spectrum, and to support the City in pursuing grant funding for affordable housing projects. This was presented by staff and Randy Baukol, chair of the Fair and Affordable Housing Commission to Administrative Committee on April 9, 2018, at which time there was no public comment received. This was reviewed and recommended for approval by the Administrative Committee on April 9, 2018.

PROPOSED ACTIONS: Approve the resolution or take other such action deemed appropriate.

Cash introduced Casey Holcomb. Holcomb said the Commission drew from resolutions from other cities. The Commission felt the guiding principles give the City objectives to work on so there is not one area in town set aside for affordable housing. One of the goals is to have Moscow citizens live in our community, not the outlying communities and providing affordable housing in different options, such as single family as well as multifamily.

Jill Maxwell, 1119 Lynandra Drive Moscow, member of FAHC, said it was originally a proclamation but during the process it was upgraded to a resolution.

Cash said it was suggested to change from a proclamation to a resolution so that it was a policy statement by the Council supporting these guiding principles. Riedner explained further.

Maxwell said this was the intent of where we want to go. Non-profits can have something to point at to secure grant monies and this gives the City something they can continue to work towards.

Council members were in favor of this resolution. The resolution was approved by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jim Boland, Councilmember
SECONDER:	Kathryn Bonzo, Council President
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

9. Solid Waste Transportation and Disposal – Tim Davis

The City of Moscow began exporting municipal solid waste in 1993. The City has experienced very favorable transportation and disposal rates since that time. Staff approached the City's current solid waste transportation and disposal contractor, Waste Connections regarding the extension of Moscow's current transportation and disposal contract under the existing terms, but Waste Connections insisted that any extension be tied to a fuel peg price or surcharge escalator. Tying escalators to fluctuating fuel costs would leave the City vulnerable due to the uncertain nature of fuel costs. Having a final 5 year option remaining on the current transportation and disposal contract and with prior City Council approval, staff issued a Request for Proposal to provide Solid Waste Transportation and Disposal on January 10, 2018, as an opportunity to test the market for competitive, longer term proposals, while maintaining the leverage of the final 5 year option. Proposals were evaluated by a committee who unanimously rated a proposal received from Finley Buttes Limited Partnership, a subsidiary of Waste Connections (the current contractor for the City of Moscow), as the most favorable proposal. General terms of the proposal include a cost of service of $51.75 per ton for transportation and disposal. This rate is an increase of approximately $1.20 to $1.30 per ton over the current rate beginning October 1, 2018. Annual cost escalator would remain 80% of the annual average fluctuation to the Consumer Price Index and not tied to fluctuating fuel costs or fuel peg prices or surcharges in any way. The initial term would begin on October 1, 2018, for a period of seven years with two additional five year options. If all options are exercised, the term of the contact would extend to September 30, 2035, or seventeen years. These term option periods allow the City flexibility to pursue other opportunities that may present themselves in the future. This was reviewed and recommended for approval by the Public Works/Finance Committee on 3/9/2018.

PROPOSED ACTIONS: Approve the Finley Buttes Limited Partnership proposal to provide Solid Waste Transportation and Disposal Services and direct staff to negotiate an agreement, or take other such action deemed appropriate.

Davis introduced the item as written above and described the history of requirements since 1993 including the United States Environmental Protection Agency Resource Conservation and Recovery Act Subtitle D landfill restrictions. Davis explained how the aluminum trailers increased capacity for hauling and how the Finley Butte landfill uses methane gas and electricity produced from the landfill. Riedner spoke on the continuation of the sanitation strategic plan and the extension of the sanitation franchise to 2025. The RFP committee preferred Finley Butte's proposal because Moscow has experience with their service and the price was better including the escalator.

The approval of the Finley Buttes Limited Partnership proposal to provide Solid Waste Transportation and Disposal Services and directive to staff to negotiate an agreement was approved by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gina Taruscio, Council Vice President
SECONDER:	Brandy Sullivan, Councilmember
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

10. Paradise Creek Floodplain Study Project – Bill Belknap

The Moscow Urban Renewal Agency (MURA) has been working with a developer to potentially redevelop three properties currently addressed as 213 Spotswood, 225 Spotswood and 222 Troy Road, all located within the Legacy Crossing Urban Renewal District and just east of the South Couplet. Through the course of completing its due diligence work, the developer identified that the subject property is located within the mapped 100 year floodplain and any new structures placed upon the property would be required to be elevated approximately three feet above current property elevation. Further examination appears to indicate that the current floodplain boundary may be the result of outdated Federal Emergency Management Agency (FEMA) map data which includes three bridge crossings that no longer exist and which previously presented an obstruction to flood waters.

The MURA completed Phase I of a flood study which indicated that a full study would likely reduce the regulatory floodplain, and on February 5th, the City Council agreed to fund one half of the cost of Phase II of the study. The Phase II work has been completed by Alta Science and Engineering and the analysis indicate that after the model was updated to reflect current channel conditions, the floodplain was significantly reduced and all 23 parcels located north of the Troy Highway were completely removed from the regulatory floodplain.

Staff is recommending that the Study proceed to Phase III which would include the application for the Letter of Map Amendment to request the revision to the regulatory floodplain. After consultation with FEMA, it was determined that there would be no application fee for the Map Amendment as it is based upon more detailed information and/or errors within the effective Flood Insurance Study. Alta has provided a proposal in the amount of $2,700 to prepare the application materials, and any additional work necessary to respond to any technical requests from FEMA would be paid upon a time and material bases in accordance with the master services agreement with Alta.

On April 5th, the MURA Board approved proceeding with Phase III in an amount not to exceed $4,000 ($2,700 for the application preparation and up to $1,300 for any technical request responses), and is reuesting that the City continue the partnership with the MURA and fund one half of that amount. The City Supervisor is recommending that the requested $2,000 could be funded from City Council Non-Prioritized Projects, 101-010-10-670-16, per the attached memo.

Because of a scheduling oversight, this matter was not brought before a Council committee prior to proceeding to City Council consideration. Staff had obtained authorization to bring the matter to City Council directly as a regular agenda item to avoid delay.

PROPOSED ACTIONS: Receive the MURA request to participate in funding Phase III of the flood study and authorize $2,000 funding from Legislative Non-Prioritized Projects or take such action deemed appropriate.

Riedner introduced the item showing a historic picture of the south couplet which shows the concrete bridges that are in the flow of the creek. He explained the project as written above. With phases one and two complete, and the results being what they are, staff is recommending proceeding with phase three at the 50% funding.

Boland foresees an underpass at the south couplet and was concerned whether the underpass at White Avenue would have any effect on the flood plain. Riedner did not believe so. Taruscio felt making the area more developer friendly is important and Sullivan said it would also benefit by way of flood plain insurance reduction.

The receipt of the MURA request to participate in funding Phase III of the flood study and authorization of $2,000 funding from Legislative Non-Prioritized Projects was approved by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Gina Taruscio, Council Vice President
SECONDER:	Jim Boland, Councilmember
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

Reports

City Council
Moscow Pathways Commission - Sullivan said the Commission discussed venues for the September bike tour; options for traffic control for bike crossing safety; bike to work day.

Moscow Arts Commission - Bonzo reported the Commission rewrote their mission and vision statements; planning a call for artist for public art at the north Main island by the antique store; call for artist for the poet laureate; first to table at the farmers market on June 2; since 2004, the 1% public art component has received $25,000.

Fair and Affordable Housing Commission - Zabala reiterated the comprehensive approach the commissions spoke on and the Housing Fair on April 27.

SMART - Zabala said the Board looked at two routes for a third expansion. They picked the same route as the Transportation Commission. It doesn't address the core of the University so they will have further discussion.

Councilmembers spoke on other events and meetings as well

Mayor
Mayor Lambert reminded everyone of the May 1st AIC district meeting at the Best Western and he and others attended the Town and Gown Soiree.

Staff
Riedner reminded everyone of the city cleanup on April 20 from 10:00 a.m. to 1:00 p.m.

Adjourn to Executive Session per Idaho Code 74-206 (1)(B), (1)(C) and (1)(F) - The meeting will not reconvene.
Bonzo moved and Taruscio seconded to adjourn to executive session. The meeting closed at 9:45 p.m.

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
April 16, 2018

Present: Mayor Lambert, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Gina Taruscio, Anne Zabala

Also Present: Gary J. Riedner, City Supervisor; Mia Vowels, City Attorney

The Council adjourned to executive session per Idaho Code 74-206(1)(B), (1)(C) and (1)(F). The session was called to order at 9:49 p.m. The session concluded at 10:12 p.m.

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Lola Clyde Park Sign Design
Responsible Staff: David Schott

Information

DESCRIPTION: The Parks and Recreation Department is requesting Council approval of the proposed Lola Clyde Park sign design. The proposed sign design varies from the standard park sign with the inclusion of a plaque. The plaque will consist of a picture of Lola Clyde from the 1982 National Geographic Magazine. Moreover, the plaque will include the copyright permission from the photographer with the website inscribed into the plaque.

The estimated cost for the project is $2,000 for a standard park sign, plaque, Plexiglas, and copyright permission. The project is included in the FY18 Budget under Parks and Recreation - Parks, 120-165-30-690-10, in the amount of $2,125.

The Clyde family has pledged to donate $1,775 towards the Lola Clyde Park sign.

The Parks and Recreation Commission considered and recommended approval of the Lola Clyde Park sign at their March 22, 2018 meeting.

The Administrative Committee considered and recommended approval of the Lola Clyde Park sign design on April 23, 2018.

STAFF RECOMMENDATION: Approve the proposed Lola Clyde Park sign design.

ACTION: Approve the Lola Clyde Park sign design.

Necessary Resources/Impacts

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

Attachments

01.24.18 Lola Clyde Sign Proof


3'
LOLA
CLYDE
PARK
MOSCOW PARKS & RECREATION
4'
FRED COLE
COLORS TO MATCH
ALL OTHER PARK SIGNS.

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Request Authorization for Beer Garden for Rendezvous in the Park 2018
Responsible Staff: Dwight Curtis

Information

DESCRIPTION: In accordance with Moscow City Code 5-13-4(B), Rendezvous in the Park is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park on July 19, 20 and 21, 2018, from 4:00 p.m. to 10:00 p.m.

There will be food vendors, live music, and other activities at the event. As has been approved in the past, the entire fenced off area will be designated as the beer garden to allow families to be together to watch the music festivities, as well as a secured internal alcohol dispensing area. There have been no problems associated with this set-up. Also, the fenced off area will not block public access to the restroom facility (beer garden location map attached).

Police Chief James Fry is supportive of Rendezvous in the Park providing its own security as done previously. There have been no problems associated with alcohol at this event in the past. This request has also been reviewed by the City Attorney.

This item was reviewed and recommended for approval by the Administrative Committee on April 23, 2018.

STAFF RECOMMENDATION: Approve the beer garden request for Rendezvous in the Park 2018 per the attached Resolution.

ACTION: Approve beer garden request for Rendezvous in the Park 2018 per the attached Resolution.

Necessary Resources/Impacts

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

Attachments

Beer-WineRendezvousInThePark-Resolution-2018
Beer-WineRendezvousInThePark2018(HoldHarmless)
Beer Garden Map 2018

RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 5-13-4B prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter "City") except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code 5-13-3.D. (hereinafter "the Park"); and

WHEREAS, Rendezvous in the Park (hereinafter "the Permitted Event") is an event or series of events sponsored by Rendezvous in the Park, (hereinafter "the Event Sponsor(s)"), intended to promote family and community fellowship; and

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

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

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

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

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

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

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING RENDEZVOUS IN THE PARK 2018:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is <u>not</u> intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 18th, 19th, and 20th days of July, 2018, from 4:00 p.m. to 10:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell alcohol, the Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars ($1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars ($1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event, the Event Sponsor(s) shall deliver to the City Clerk the signed original of the Agreement, attached as Exhibit "A", with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor(s) use of the Park premises.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;
2. All alcoholic beverages shall be sold only by a licensed vendor;
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit;
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell alcoholic beverages;
5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold alcohol during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter;
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or

guards shall be clearly identified as such and shall be on duty at all times alcohol is being served during the Permitted Event. The Event Sponsor(s) shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.

8. The Event Sponsor(s) and City both specifically understand and acknowledge that the Event Sponsor(s) shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor(s) for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer/wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer/wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Recreation Director or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer/wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade;
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area;
5. No person shall be allowed to purchase, consume or possess alcohol other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution;
6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer/wine consumption, as shown on the map required by this Resolution;
7. All beer/wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage;
8. Every occupant within the area(s) designated for beer/wine consumption shall provide identification to law enforcement officers or City employees who request it.
9. No person under twenty one (21) years of age shall be present in the area(s) designated for beer/wine sales or consumption at any time beer/wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer/wine sales or consumption, stating that entrance by persons under twenty one (21) years of age is prohibited.
11. Beer/wine shall be sold only within the designated areas at the Park only between the hours of 4:00 p.m. and 10:00 p.m. local time on the 18th, 19th, and 20th days of July, 2018, during the Permitted Event.
12. Beer/wine shall be consumed only within the designated area at the Park only between the hours of 4:00 p.m. and 10:00 p.m. local time on the 18th, 19th, and 20th days of July, 2018, during the Permitted Event.
13. No person shall carry or consume an alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved

consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the City Clerk, within ten (10) days of the event, the required fee established by Council that is associated with this Resolution.

Failure To Comply:

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

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of ________________, 2018.

____

Bill Lambert, Mayor

ATTEST:

____

Laurie M. Hopkins, City Clerk

Signature of Authorized Representative:

I, _______________________, as the authorized representative of the Event Sponsor have read, understood, and agree to fulfill all of the conditions and obligations set forth in this Resolution.

____________________________________	______________________________
Signature	Date

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _______ day of ___________________, 2018, before me, a Notary Public in and for said State, appeared ______________________, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Rendezvous In Moscow, Inc.

____

Notary Public for the State of Idaho
Residing at___________________________
My commission expires_________________

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY BETWEEN CITY OF MOSCOW, IDAHO AND RENDEZVOUS IN MOSCOW, INC., FOR THE RENDEZVOUS IN THE PARK EVENT

THIS AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Rendezvous In Moscow, Inc. (hereinafter "SPONSOR"), is made and entered into this ______ day of _______________, 2018.

WHEREAS, Resolution No. 2018-_____ of the City of Moscow, Idaho passed and approved on the _____ day of _______________, 2018 provides, in part, for the person(s) and or group holding the approved event to enter into an agreement with CITY to defend, hold harmless, and indemnify CITY, its agents, servants, employees, officers and contractors from any and all claims, causes of action, or damages which may arise from the SPONSOR's use of CITY park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and Rendezvous In Moscow, agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the event scheduled to occur the 18th, 19th, and 20th days of July, 2018, permitted under the terms of Resolution No. 2018-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages or injury to persons or property, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representatives including, but not limited to, the caterer and/or vendor of alcohol during the event.

Inspection, review and/or acceptance by CITY of any activity performed by or during the event or any activity or non-activity by CITY police officers or other officers, employees, agents or representatives of CITY shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement.

SIGNED this _____ day of ____________, 2018.

RENDEZVOUS IN MOSCOW, INC.

____
Tom Preston, President

CITY OF MOSCOW, IDAHO

____
Bill Lambert, Mayor

ATTEST:

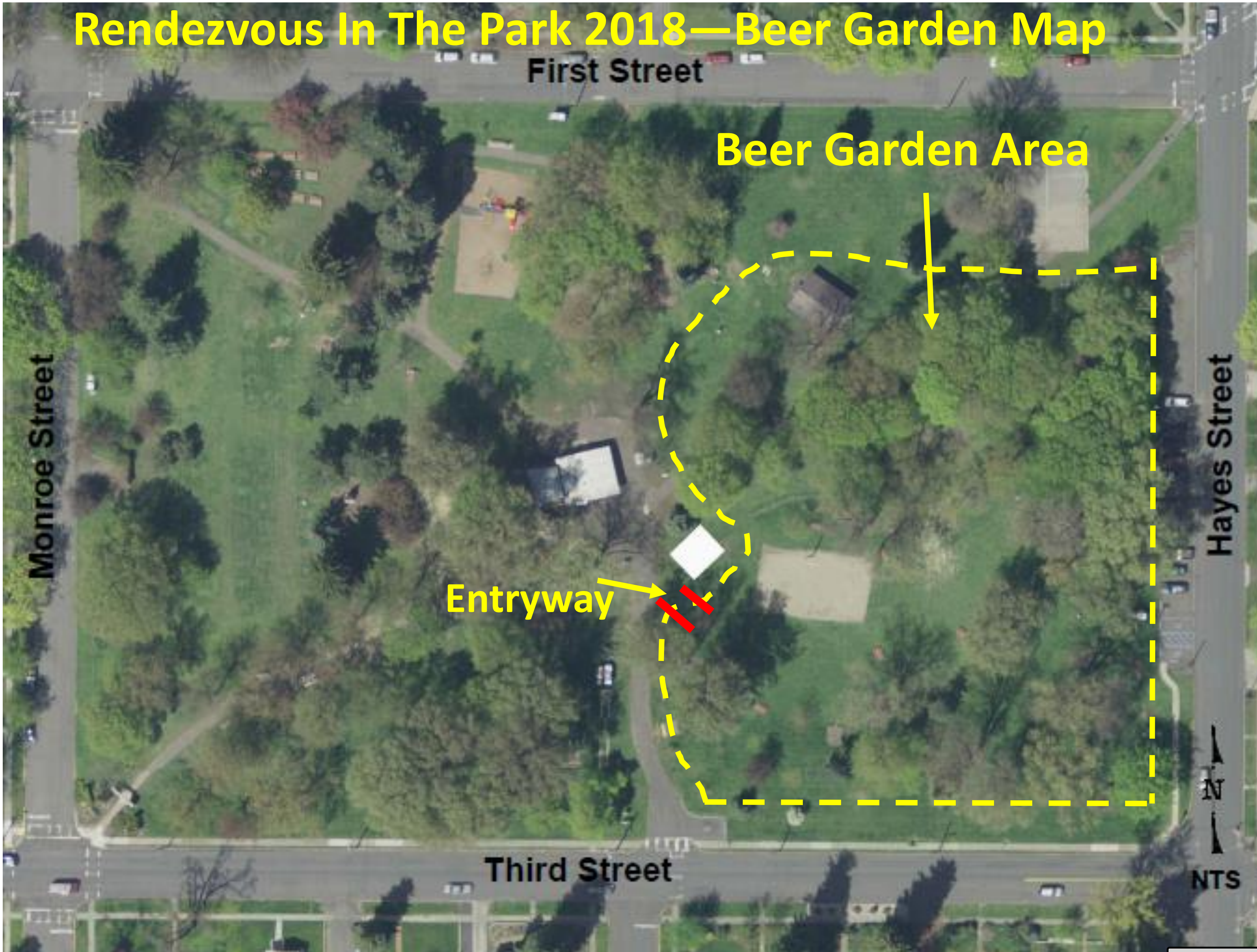
____
Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _______ day of ___________________, 2018, before me, a Notary Public in and for said State, appeared Tom Preston, known to me to be the person named above and acknowledged that he executed the foregoing document as having been specifically authorized and having authority to bind Rendezvous In Moscow, Inc. to this Agreement.

____
Notary Public for the State of Idaho
Residing at__________________________
My commission expires________________


Rendezvous In The Park 2018—Beer Garden Map
First Street
Beer Garden Area
Monroe Street
Hayes Street
Entryway
Third Street
N
NTS

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Morgan's Orchard Park Playground Slab and Pathway
Responsible Staff: David Schott

Information

DESCRIPTION: Staff is requesting authorization to proceed with Knox Concrete, LLC for the Morgan's Orchard Park Playground Slab and Pathway Project in the amount of $18,780 with a ten percent contingency of $1,878 for a total amount not to exceed $20,658.

On April 9, 2018, the City issued a solicitation of bids for the Morgan's Orchard Park Playground Slab and Pathway Project to four concrete contractors with three bid proposals received ranging from $18,780 to $25,946. The project includes the installation of a concrete pad for the playground, authorized to purchase by Council on February 20, 2018, and a concrete pathway to the playground.

The funding source is the Hamilton Fund, and was approved through the FY2018 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects will be authorized through the annual budget authorization.

The Public Works / Finance Committee considered and recommended approval to retain Knox Concrete for the construction of Morgan's Orchard Park Playground Slab and Pathway on April 23, 2018.

STAFF RECOMMENDATION: Recommend Council authorization to retain Knox Concrete, LLC for the construction of Morgan's Orchard Park Playground Slab and Pathway Project in the amount of $18,780 with a ten percent contingency of $1,878 for a total amount not to exceed $20,658 with funding source from the Hamilton Fund.

ACTION: Accept the low bid from Knox Concrete, LLC for the construction of Morgan's Orchard Park Playground Slab and Pathway Project, award the contract in the amount of $18,780 with a ten percent contingency of $1,878 for a total amount not to exceed $20,658 with funding source from the Hamilton Fund.

Necessary Resources/Impacts

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

Attachments

Bid Tally - Morgans Orchard Park Concrete Slab and Pathway
ConstructionAgreement-Morgan'sOrchardPark;KnoxConcrete(2018)

BID TABULATION			
Project: Morgan's Orchard Park Playground Slab and Pathway			
Bid Opening Date and Time: April 17, 2018, 12:00 PM PST			
Contractor	Knox Concrete	McCall's Classic Construction	Curtis Concrete Construction
Mobilization	$ 2,000.00	$ 4,000.00	$ 1,200.00
Six-Inch Thick Reinforced Concrete Sidewalk	$ 3,300.00	$ 3,366.00	$ 4,334.00
Six-Inch Thick Reinforced Slab	$ 12,480.00	$ 11,808.00	$ 18,912.00
Traffic Control	$ 1,000.00	$ 500.00	$ 1,500.00
Bid Total:	**$ 18,780.00**	**$ 19,674.00**	**$ 25,946.00**

CONSTRUCTION AGREEMENT FOR MORGAN'S ORCHARD PARK PLAYGROUND SLAB AND PATHWAY BETWEEN CITY OF MOSCOW, IDAHO AND KNOX CONCRETE, LLC.

THIS CONSTRUCTION AGREEMENT FOR MORGAN'S ORCHARD PARK PLAYGROUND SLAB AND PATHWAY (hereinafter "Agreement"), dated this ____ day of ______________________, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Knox Concrete, LLC., 913 Snake River Avenue, Lewiston, Idaho, 83501, (hereinafter "CONTRACTOR").

W I T N E S S E T H :

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

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

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. Invitation to Bid;
2. Project Specifications titled: MORGAN'S ORCHARD PARK PLAYGROUND SLAB AND PATHWAY
3. Bid/Proposal of CONTRACTOR, dated April 16, 2018, to be physically attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
7. Addenda issued prior to opening of bids, physically attached to this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions.

ARTICLE 2.
WORK

CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents contained herein under Article 1. for CITY project (hereinafter "Project") titled:

MORGAN'S ORCHARD PARK PLAYGROUND SLAB AND PATHWAY

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed on or before fifteen (15) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4.
CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Eighteen Thousand Seven Hundred Eighty Dollars ($18,780). In no event shall Contract amount exceed Contractor's bid amount of Eighteen Thousand Seven Hundred Eighty Dollars **(**$18,780) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither 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 this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services 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 Engineer/Assistant Parks and Recreation Director, and CITY.

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
ADHERENCE TO LAW REQUIRED

All applicable Federal, State, and local 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 indemnify, defend and hold harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by 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 warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further 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:

Knox Concrete, LLC
Travis Knox, Owner
913 Snake River Avenue
Lewiston, Idaho 83501

CITY:

City of Moscow
David Schott
Assistant Parks and Recreation Director
650 North Van Buren Street
P O Box 9203
Moscow, Idaho 83843

ARTICLE 15.
APPROPRIATIONS AND APPROVAL

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.

ARTICLE 16.
APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by City of Moscow.

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

CONTRACTOR:

Knox Concrete, LLC

____

by:

CITY:

City of Moscow, Idaho

____

Bill Lambert, Mayor

ATTEST:

____

City Clerk/Deputy City Clerk

Approved As To Form:

____

Mia Vowels, City Attorney

ACKNOWLEDGMENT

On this ________ day of _________________________, 2018, before me, a Notary Public of the State of Idaho, personally appeared _______________________, in his/her official capacity as ______________________________, known to me to be the person described in the above document and acknowledged to me he/she executed the same.

SEAL

____

Notary Public.
My Commission expires ___________

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: White Avenue Water Main Replacement
Responsible Staff: Les MacDonald

Information

DESCRIPTION: The City published an advertisement for bids on March 30, 2018 for the White Avenue Water Main Replacement - 2018 Project. The base bid for the project includes construction of approximately 1,200 linear feet of 12 inch ductile iron water main, new stormwater infrastructure, and reconstructing the westbound lanes road base along the north side of White Avenue from Blaine Street to State Highway 8. Construction of water main includes new service lines, hydrants, associated fittings, valves, and abandoning/connecting existing water main. Stormwater construction will include installation of six new catch basins and approximately 110 linear feet of 8 inch SDR 35 pipe. The Engineer's estimate for the project was $319,784.63.

Bid opening for the project took place on April 17, 2018 at which 2 bids were received. Of the responsive bids received, numbers ranged from $281,495.50 to $313,328.00. Germer Construction Inc. of Moscow was the low bidder on the project and a bid tabulation is attached. This was reviewed and recommended for approval by the Public Works/Finance Committee on April 23, 2018.

STAFF RECOMMENDATION: Accept the low bid from Germer Construction Inc., award the contract in the amount of $281,495.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

ACTION: Accept the low bid from Germer Construction Inc., award the contract in the amount of $281,495.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Necessary Resources/Impacts

$258,547.81 from Water Capital Improvements line item 320.320.70.770.73. $22,947.69 from Capital Projects Storm Main Replacement Line Item 350.150.40.770.56
Staff time to administer and inspect the construction of the project.
05/07/18 320.320.70.770.73 · Water Capital Improvements - Water Lines $258,547.81
05/07/18 350.150.40.770.56 · Capital Projects Storm Main Replacement Program $22,947.69
Total: $281,495.50

Attachments

ConstructionAgreement-Germer;WhiteAveWaterMainReplacement(2018)-FINAL
White Ave Water Main Replacement 2018 - Detailed Bid Tabulation

CONSTRUCTION AGREEMENT
WHITE AVENUE WATER MAIN REPLACEMENT - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND GERMER CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT WHITE AVENUE WATER MAIN REPLACEMENT - 2018 BETWEEN CITY OF MOSCOW, IDAHO AND GERMER CONSTRUCTION, 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 Germer Construction, Inc., P O Box 10003, Moscow, Idaho, 83843 (hereinafter "Contractor");

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of City through a "Solicitation For Bids", Contractor submitted a proposal containing an offer invited by said solicitation; and

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

WHEREAS, City has accepted Contractor's bid;

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

ARTICLE 1.
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the work to be performed are this Agreement, pages one (1) through five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: **White Avenue Water Main Replacement – 2018**
   Project No. 103-018
3. Bid/Proposal of Contractor, dated **April 17, 2018**, physically attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. **No Addendum** issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the 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:

"White Avenue Water Main Replacement - 2018"

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed by July 6, 2018. The work shall be completed on or before Forty Five (45) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4.
CONTRACT SUM

City shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds in the amount of Two Hundred Eighty One Thousand Four Hundred Ninety Five and 50/100 Dollars **(**$281,495.50) for Base Bid, as submitted by Contractor. In no event shall Contract amount exceed Contractor's bid amount of Two Hundred Eighty One Thousand Four Hundred Ninety Five and 50/100 Dollars ($281,495.50) unless otherwise authorized by City. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between Contractor and City by the terms of this Agreement. It is understood by the Parties hereto that Contractor is an independent contractor and, as such, neither 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 this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services 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 Engineer/Engineer 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 Federal, State and Local 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 indemnify, defend and hold harmless City and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by Contractor, Contractor's employees, or its subcontractors.

ARTICLE 11.
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:	Germer Construction, Inc. P O Box 10003 Moscow, Idaho, 83843	City:	City Engineer City of Moscow 206 East Third Street P O Box 9203 Moscow, Idaho 83843

ARTICLE 15.
APPROPRIATIONS AND APPROVAL

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this agreement shall cease and each party shall be released from further performance under this Agreement without any liability to the other party.

ARTICLE 16.
APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by the City of Moscow.

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

Contractor: Germer Construction, Inc.

____
By: Dave Germer, President/Owner

City: City of Moscow, Idaho

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

Approved As To Form:

____
Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _______________________)
) ss:
County of ________________________)

On this ____ day of _________________, 2018, before me, the undersigned, a Notary in and for said State, personally appeared ________________________ and _______________________ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as ____________________________ for Germer Construction, Inc.

(seal)

____
Notary Public residing at: ________________
My commission expires: _________________

White Ave Water Main Replacement - 2018
Bids Opened 4/17/2018

BASE BID

				Engineers Estimate		Bid From: Germer Construction Inc		Bid From: Crea Construction Inc	
Item No.	**Item Description**	**Qty.**	**Unit**	**Unit Price**	**Amount**	**Price**	**Total**	**Price**	**Total**
	Removals								
SP1.1	Remove and Dispose of Bituminous Surface	2160	SY	$10.00	$21,600.00	$2.25	$4,860.00	$4.00	$8,640.00
SP1.2	Remove and Dispose of Concrete Sidewalk	23	SY	$15.00	$345.00	$8.00	$184.00	$22.00	$506.00
SP1.3	Remove and Dispose of Concrete Curb	38	LF	$5.00	$190.00	$6.00	$228.00	$12.00	$456.00
SP1.4	Remove and Dispose of Existing Hydrant	2	EA	$1,000.00	$2,000.00	$400.00	$800.00	$175.00	$350.00
SP1.5	Remove and Dispose of Catch Basin	2	EA	$500.00	$1,000.00	$350.00	$700.00	$90.00	$180.00
SP1.6	Excavation	797	CY	$10.00	$7,970.00	$10.00	$7,970.00	$17.00	$13,549.00
	Water								
SP2.1	12-Inch Ductile Iron Water Pipe (Class D Backfill)	1210	LF	$100.00	$121,000.00	$94.00	$113,740.00	$95.00	$114,950.00
SP2.2	8-Inch Ductile Iron Water Pipe (Class D Backfill)	15	LF	$80.00	$1,200.00	$223.00	$3,345.00	$130.00	$1,950.00
SP2.3	6-Inch Ductile Iron Water Pipe (Class D Backfill)	38	LF	$70.00	$2,660.00	$65.00	$2,470.00	$50.00	$1,900.00
SP2.4	6-Inch C-900 Water Pipe (Class D Backfill)	36	LF	$60.00	$2,160.00	$57.00	$2,052.00	$40.00	$1,440.00
SP2.5	12-Inch Butterfly Valve	8	EA	$3,500.00	$28,000.00	$1,432.00	$11,456.00	$2,900.00	$23,200.00
SP2.6	6-Inch Gate Valve	4	EA	$1,000.00	$4,000.00	$912.00	$3,648.00	$950.00	$3,800.00
SP2.7	8-Inch Gate Valve	1	EA	$1,500.00	$1,500.00	$1,257.00	$1,257.00	$1,400.00	$1,400.00
SP2.8	Hydrant w/ Tee and 6-Inch Gate Valve	2	EA	$4,000.00	$8,000.00	$5,380.00	$10,760.00	$4,600.00	$9,200.00
SP2.9	Water Service Connections	13	EA	$1,000.00	$13,000.00	$375.00	$4,875.00	$675.00	$8,775.00
SP2.10	1-Inch CTS PE Service Line (Class D Backfill)	322	LF	$20.00	$6,440.00	$28.00	$9,016.00	$18.00	$5,796.00
SP2.11	2-Inch CTS PE Service Line (Class D Backfill)	60	LF	$25.00	$1,500.00	$30.00	$1,800.00	$21.00	$1,260.00
SP2.12	Connect to Existing Main	6	EA	$500.00	$3,000.00	$750.00	$4,500.00	$1,950.00	$11,700.00
	Storm Sewer								
SP3.1	Catch Basin	6	EA	$1,500.00	$9,000.00	$1,800.00	$10,800.00	$1,375.00	$8,250.00
SP3.2	8-Inch Storm Sewer Pipe (Class D Backfill)	115	LF	$45.00	$5,175.00	$42.00	$4,830.00	$33.00	$3,795.00
SP3.3	Existing Storm Drain Connection	3	EA	$500.00	$1,500.00	$600.00	$1,800.00	$210.00	$630.00
	Roadway								
SP4.1	1/2" Superpave HMA Pavement (4")	19	TON	$150.00	$2,850.00	$95.00	$1,805.00	$230.00	$4,370.00
SP4.2	3/4" (-) Compacted Aggregate Base (6")	632	TON	$20.00	$12,640.00	$18.00	$11,376.00	$22.00	$13,904.00
SP4.3	1-1/4" (-) Compacted Aggregate Base (8")	843	TON	$20.00	$16,860.00	$18.00	$15,174.00	$22.00	$18,546.00
SP4.4	Subgrade Separation Geotextile	1965	S.Y.	$2.00	$3,930.00	$1.50	$2,947.50	$1.40	$2,751.00
SP4.5	Soft Spot Repair	491	SY	$15.00	$7,365.00	$16.50	$8,101.50	$15.00	$7,365.00
	Concrete								
SP5.1	Concrete Sidewalk	23	SY	$40.00	$920.00	$60.00	$1,380.00	$75.00	$1,725.00
SP5.2	Concrete Curb (Type A)	38	LF	$15.00	$570.00	$25.00	$950.00	$30.00	$1,140.00
	MISC						$0.00		
SP6.1	Erosion Control	1	LS	$2,500.00	$2,500.00	$4,800.00	$4,800.00	$2,300.00	$2,300.00
SP6.2	Traffic Control	1	LS	$7,221.88	$7,221.88	$8,400.00	$8,400.00	$11,500.00	$11,500.00
SP6.3	Mobilization	1	LS	$23,687.75	$23,687.75	$25,470.50	$25,470.50	$28,000.00	$28,000.00
				BASE BID TOTAL	**$319,784.63**	**TOTAL**	**$281,495.50**	**TOTAL**	**$313,328.00**
						% change	88%	% change	98%
						Difference	$38,289.13	Difference	$6,456.63

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: 2018 Pavement Management Program: Slurry Seal Award
Responsible Staff: Scott Bontrager

Information

DESCRIPTION: The Pavement Management Program for FY2018 includes the utilization of a $477,450 grant through the Local Highway Technical Assistance Council's (LHTAC's) Local Strategic Initiative Program to apply a Slurry Seal road preservation treatment on multiple roadways throughout the City. A Slurry Seal is the application of a thin mixture of water, asphalt emulsion, aggregate (very small crushed rock), and additives to an existing asphalt surface. Slurry Seals are primarily applied on residential streets with low to moderate distress to help preserve and protect the surface and underlying pavement structure. The City published an advertisement for bids on March 31, 2018 for the 2018 Slurry Seal road treatment project. The base bid for the project includes 265,300 square yards of Type II Slurry Seal. The Engineer's estimate for the project was $477,540.

Bids were opened on Tuesday, April 17, 2018. Four responsive bids were received, ranging from $443,051 to $583,660. Of those, the low bid was submitted by Intermountain Slurry Seal of Salt Lake City in the amount of $443,051. A bid tabulation is attached. This item was presented to the Public Works/Finance Committee on April 23, 2018 which recommended approval.

STAFF RECOMMENDATION: Accept the low bid from Intermountain Slurry Seal, award the contract in the amount of $443,051, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

ACTION: Accept the low bid from Intermountain Slurry Seal, award the contract in the amount of $443,051, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Necessary Resources/Impacts

Funding for the project will be provided from the Capital Projects - Pavement Management Program
05/07/18 350.150.40.770.80 · Pavement Management Program $477,450.00

Attachments

2018 Slurry Seal - Invitation to Bid Website
2018 Slurry Seal Area 1 Detail
2018 Slurry Seal Area 2 Detail
2018 Slurry Seal Area 3 Detail
Slurry Seal - 2018 Bid Tabulation
Construction Agreement

INVITATION TO BID
CITY OF MOSCOW SLURRY SEAL - 2018

Advertised: 3/31/18 & 4/7/18
Last Modified: 3/28/18
Due Date &Time: 4/17/18 @ 2:00PM

Contact Person: Sandra Collins
Email: scollins@ci.moscow.id.us

The City of Moscow, Idaho is accepting sealed bids to be submitted to the business office of The Public Works Engineering Division at 221 E. Second Street, Moscow, Idaho 83843, and clearly marked "**Bid Enclosed – Slurry Seal - 2018**" until **2:00 p.m.,** prevailing local time, **Tuesday April 17, 2018**, for the following project:

SLURRY SEAL - 2018

At **2:15 p.m., on the same day**, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

The project consists of applying an Asphalt Slurry Seal Coat (Type II) at the following locations:

Area 1	West Moscow	55,200 S.Y.
Area 2	South Moscow	64,500 S.Y.
Area 3	North & East Moscow	145,600 S.Y.

Complete digital Project Manual and Project Plans, may viewed at http://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?group=1820436&provider=1820436 You may download the digital plan documents for a **non-refundable fee of $20.00.** The Quest project number is **5667562**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT - All communication about this project, including addenda **will only be issued via QuestCDN, and only to those firms listed on the Plan Holder's List.**

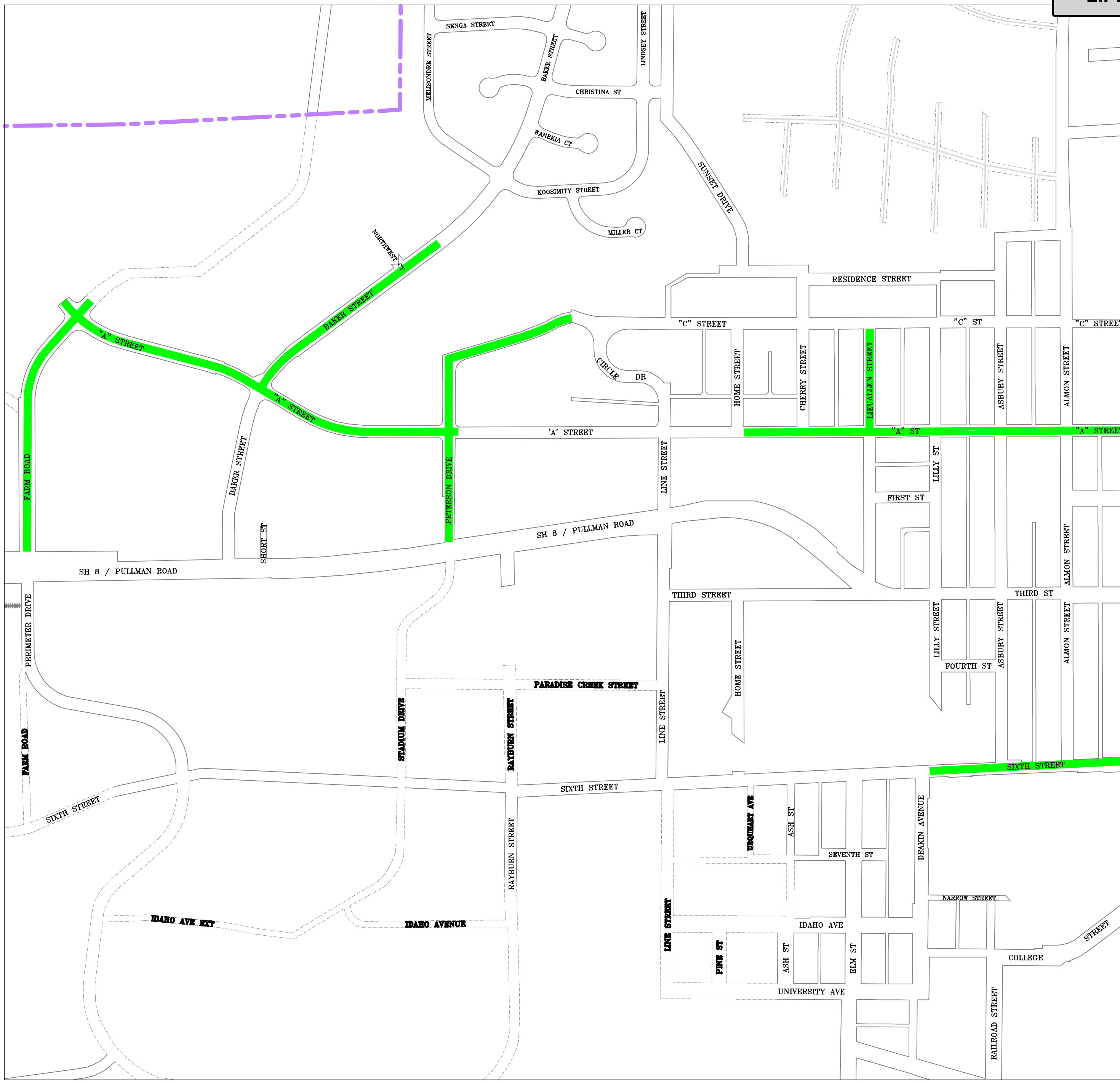
The Contract Documents may also be examined at the City of Moscow Paul Mann Building (Engineering Division), 221 East Second Street, Moscow, ID 83843.

Questions should be directed to Sandra Collins., City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only: scollins@ci.moscow.id.us

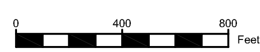
Any objections to the contents or terms of the documents shall be raised three (3) business days prior to bid opening or it shall be deemed to have been waived.

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

Sandra Collins, Deputy City Clerk

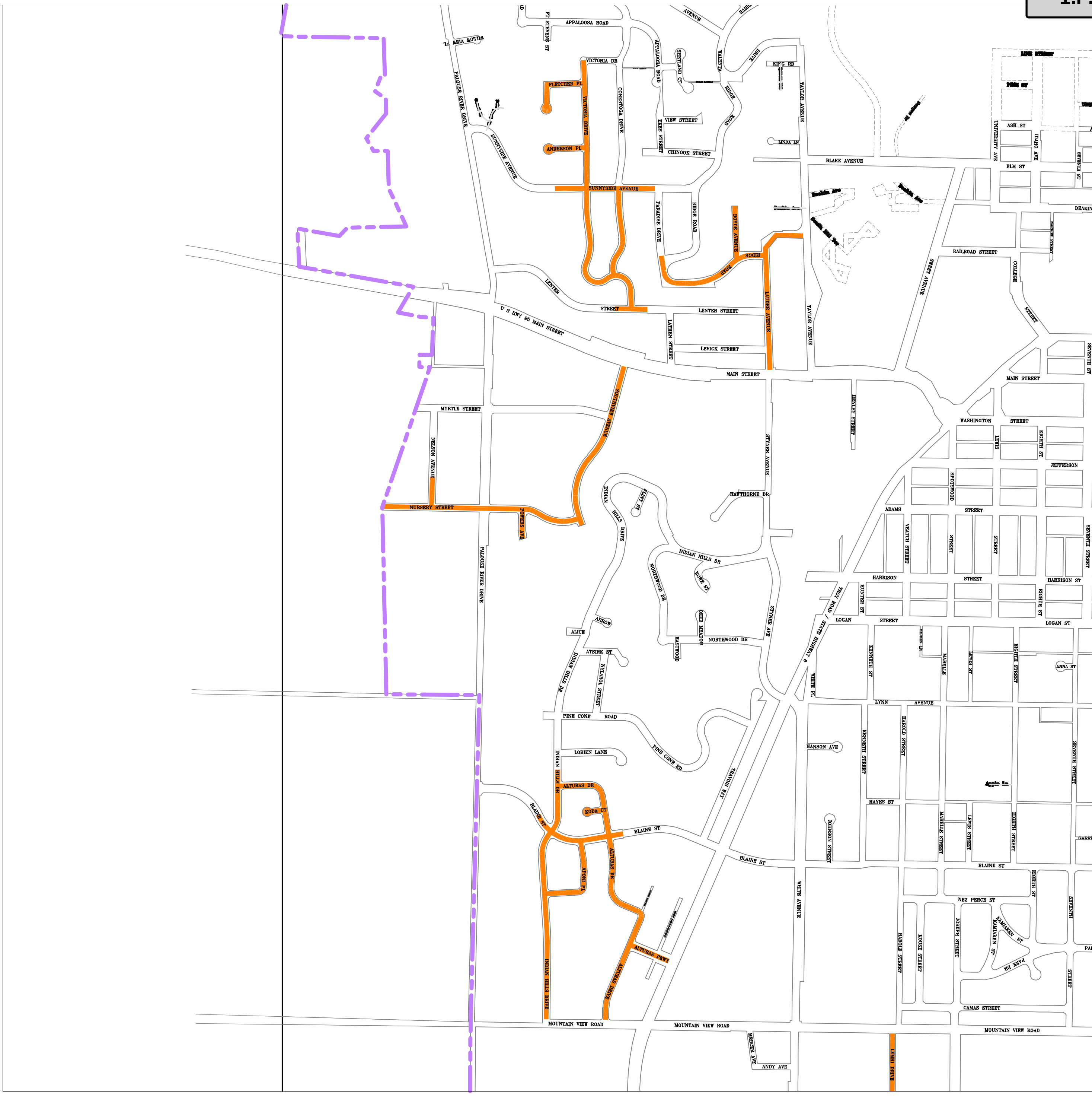


City of Moscow
Slurry Seal 2018

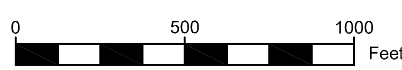


Area 1 - West Moscow

Attachment: 2018 Slurry Seal Area 1 Detail (1706 : 2018 Pavement Management Program: Slurry Seal Bid Award)

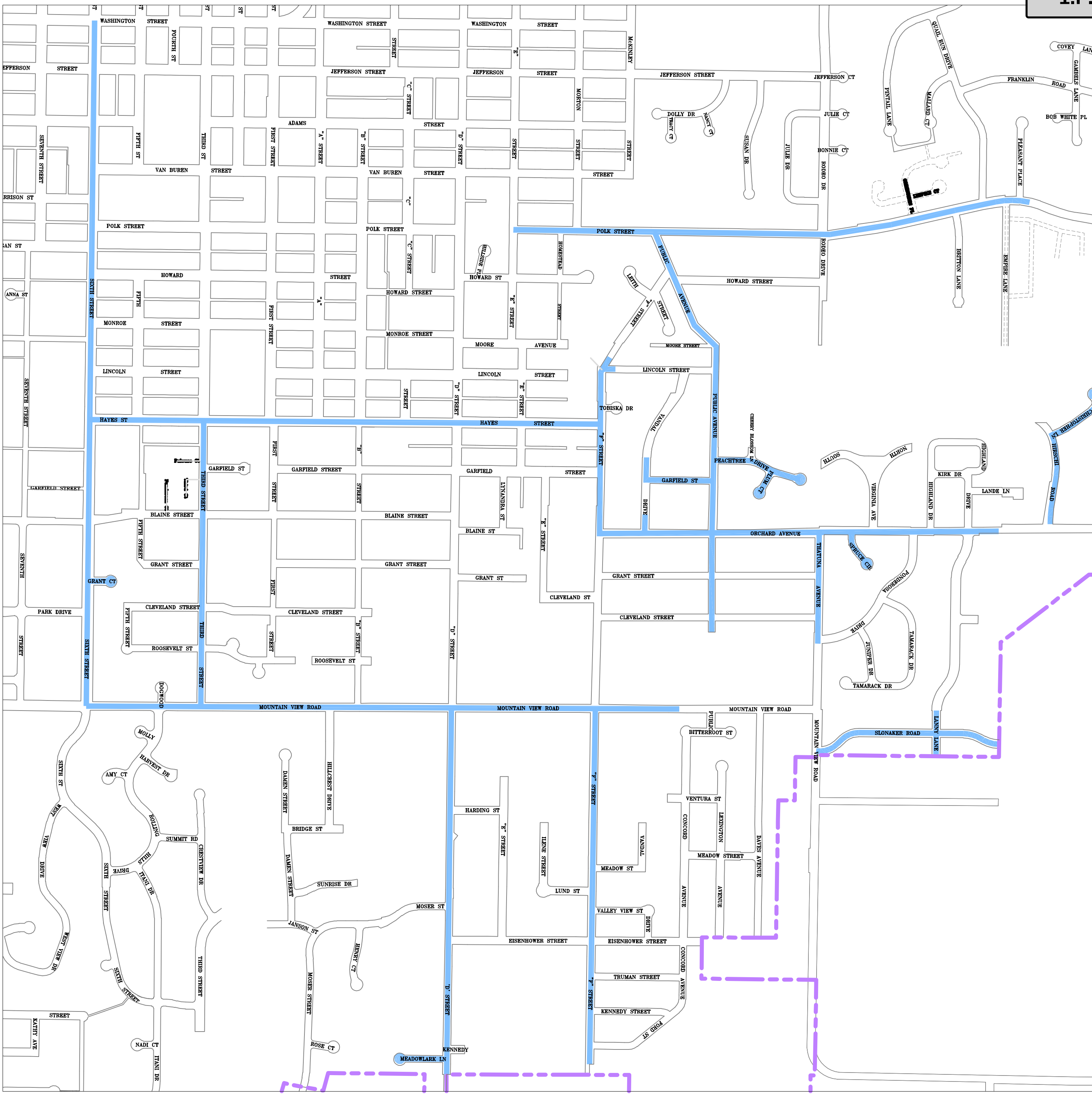


City of Moscow
Slurry Seal 2018

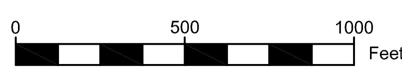


Area 2 - South Moscow

Attachment: 2018 Slurry Seal Area 2 Detail (1706 : 2018 Pavement Management Program: Slurry Seal Bid Award)



City of Moscow
Slurry Seal 2018



Area 3 - North and East Moscow

Attachment: 2018 Slurry Seal Area 3 Detail (1706 : 2018 Pavement Management Program: Slurry Seal Bid Award)

SLURRY SEAL - 2018

PROJECT BID SUMMARY

City of Moscow Project 101-018

BIDS OPENED: 4-17-2018 @ 2:15 PM

Contractor	Quantity	Unit	Average Unit Price	Bid Amount
Intermountain Slurry Seal	265,300	SY	$1.67	$443,051.00
Blackline, INC.	265,300	SY	$1.70	$451,010.00
VSS International	265,300	SY	$1.77	$469,581.00
Boswell Asphalt	265,300	SY	$2.20	$583,660.00
Engineer's Estimate	**265,300**	**SY**	**$1.80**	**$477,540.00**

CONSTRUCTION AGREEMENT
SLURRY SEAL - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND INTERMOUNTAIN SLURRY SEAL, INC.

THIS CONSTRUCTION AGREEMENT SLURRY SEAL - 2018 BETWEEN CITY OF MOSCOW, IDAHO AND INTERMOUNTAIN SLURRY SEAL, 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 Intermountain Slurry Seal, Inc., P O Box 26754, Salt Lake City, Utah, 84126 (hereinafter "Contractor");

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of City through a "Solicitation For Bids", Contractor submitted a proposal containing an offer invited by said solicitation; and

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

WHEREAS, City has accepted Contractor's bid;

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

ARTICLE 1.
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the work to be performed are this Agreement, pages one (1) through five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: **Slurry Seal – 2018**
   Project No. 101-018
3. Bid/Proposal of Contractor, dated **April 17, 2018**, physically attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. **No Addendum** issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the 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:

"Slurry Seal - 2018"

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than June 11, 2018 and shall be substantially completed by August 17, 2018. The work shall be completed on or before Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4.
CONTRACT SUM

City shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds in the amount of Four Hundred Forty Three Thousand Fifty One Dollars **(**$443,051) for Base Bid, as submitted by Contractor. In no event shall Contract amount exceed Contractor's bid amount of Four Hundred Forty Three Thousand Fifty One Dollars **(**$443,051) unless otherwise authorized by City. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between Contractor and City by the terms of this Agreement. It is understood by the Parties hereto that Contractor is an independent contractor and, as such, neither 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 this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services 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 Engineer/Engineer 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 Federal, State and Local 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 indemnify, defend and hold harmless City and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by Contractor, Contractor's employees, or its subcontractors.

ARTICLE 11.
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:	Intermountain Slurry Seal, Inc. P O Box 26754 Salt Lake City, Utah 84126	City:	City Engineer City of Moscow 206 East Third Street P O Box 9203 Moscow, Idaho 83843

ARTICLE 15.
APPROPRIATIONS AND APPROVAL

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this agreement shall cease and each party shall be released from further performance under this Agreement without any liability to the other party.

ARTICLE 16.
APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by the City of Moscow.

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

Contractor: Intermountain Slurry Seal, Inc.

City: City of Moscow, Idaho

____
By:

____
Bill Lambert, Mayor

ATTEST:

____
By:

____
Laurie M. Hopkins, City Clerk

Approved As To Form:

____
Mia Vowels, 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 ______________________ and _____________________ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as __________________________ for Intermountain Slurry Seal, Inc.

____
Notary Public residing at: _______________
My commission expires: ________________

(seal)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Third Street- Polk to Hayes Phase II Bid Results and Contract Award
Responsible Staff: Scott Bontrager

Information

DESCRIPTION: The Third Street - Hayes Street to Polk Street Phase II project is the continuation of the City's efforts to address pavement failure issues along the Third Street corridor while upgrading those public utilities that are approaching the end of service life, and bringing the pedestrian routes up to current ADA Standards. The reconstruction of this segment of Third Street was originally included as an "Add Alternate" in the 2016 Third Street - Polk to Hayes Project, but was not awarded due to fiscal constraints.

This phase of the project will reconstruct the segment of Third Street from Monroe Street to Polk Street. The work includes full depth street replacement with subsurface drainage improvements, replacement of the existing 8 inch water main with a 24 inch diameter main, and replacement of the existing storm and sanitary sewers within the roadway. The project will also install traffic calming curb bulbs at four locations and replace seven deficient curb ramps to insure compliance with ADA requirements. The Engineer's estimate is $782,687.50.

The City published an advertisement for bids for Phase II on March 31, 2018 and bids were opened on Tuesday, April 17, 2018. Three responsive bids were received, ranging from $658,761 to $828,727.50. Of those, the low bid was submitted by Crea Construction of Lewiston in the amount of $658,761. A bid tabulation is attached. This item was presented to the Public Works/Finance Committee on April 23, 2018 and recommended for approval.

STAFF RECOMMENDATION: Accept the low bid from Crea Construction, award the contract in the amount of $658,761, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

ACTION: Accept the low bid from Crea Construction, award the contract in the amount of $658,761, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Necessary Resources/Impacts

(PERSONNEL) City staff will administer the construction contract and coordinate inspection by consultant.
(FISCAL) Funds will be expended from Capital Pavement Management Program 350.150.40.770.80 ($371,582.81), Water Capital Improvements 320.320.70.770.73 ($295,036.96), Sewer Capital 330.330.60.770.45 ($46,141.23).
05/07/18 350.150.40.770.80 · Pavement Management Program $317,582.81
05/07/18 320.320.70.770.73 · Water Capital Improvements - Water Lines $295,036.96
05/07/18 330.330.60.770.45 · Sewer Capital Sewer Main Project $46,141.23
Total: $658,761.00

Attachments

Construction Agreement
Third Street Reconstruction Phase II 2018 - Bid Tabulation
JUB Recommendation of Award Letter

CONSTRUCTION AGREEMENT
THIRD STREET - POLK TO HAYES PHASE II - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND CREA CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT THIRD STREET - POLK TO HAYES PHASE II - 2018 BETWEEN CITY OF MOSCOW, IDAHO AND CREA CONSTRUCTION, 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 Crea Construction, Inc., 1508 Tammany Creek Rd., Lewiston, Idaho, 83501 (hereinafter "Contractor");

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of City through a "Solicitation For Bids", Contractor submitted a proposal containing an offer invited by said solicitation; and

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

WHEREAS, City has accepted Contractor’s bid;

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

ARTICLE 1.
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the work to be performed are this Agreement, pages one (1) through five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: **Third Street – Polk to Hayes Phase II – 2018**
   Project No. 103-018
3. Bid/Proposal of Contractor, dated **April 17, 2018**, physically attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. **Addendum No. 1** 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:

"Third Street - Polk to Hayes Phase II - 2018"

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than June 11, 2018 and shall be substantially completed by August 24, 2018. The work shall be completed within Seventy Five (75) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4.
CONTRACT SUM

City shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds in the amount of Six Hundred Fifty Eight Thousand Seven Hundred Sixty One Dollars (**$**658,761) for Base Bid, as submitted by Contractor. In no event shall Contract amount exceed Contractor's bid amount of Six Hundred Fifty Eight Thousand Seven Hundred Sixty One Dollars (**$**658,761) unless otherwise authorized by City. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between Contractor and City by the terms of this Agreement. It is understood by the Parties hereto that Contractor is an independent contractor and, as such, neither 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 this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services 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 Engineer/Engineer 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 Federal, State and Local 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 indemnify, defend and hold harmless City and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by Contractor, Contractor's employees, or its subcontractors.

ARTICLE 11.
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:	Crea Construction, Inc. 1508 Tammany Creek Rd. Lewiston, Idaho 83501	City:	City Engineer City of Moscow 206 East Third Street P O Box 9203 Moscow, Idaho 83843

ARTICLE 15.
APPROPRIATIONS AND APPROVAL

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this agreement shall cease and each party shall be released from further performance under this Agreement without any liability to the other party.

ARTICLE 16.
APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by the City of Moscow.

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

Contractor: Crea Construction, Inc.

City: City of Moscow, Idaho

____
By:

____
By:

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

Approved As To Form:

____
Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF ______________________)
) ss:
County of ______________________)

On this ____ day of ________________, 2018, before me, the undersigned, a Notary in and for said State, personally appeared ______________________ and ______________________ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as __________________________ for Crea Construction, Inc.

____
Notary Public residing at: _______________
(seal) My commission expires: ________________

Third Street - Polk To Hayes Phase II - 2018
Bids Opened 4/17/2018

				Engineers Estimate		Bid From: Crea Construction		Bid From: Germer Construction		Bid From: Award Construction	
	BASE BID (Polk to Monroe)										
Item No.	**Item Description**	**Qty.**	**Unit**	**Unit Price**	**Amount**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**
	Earthwork										
SP2.1	Remove and Dispose of Bituminous Surface	3125	SY	$4.00	$12,500.00	$4.00	$12,500.00	$3.00	$9,375.00	$9.00	$28,125.00
SP2.2	Remove and Dispose of Concrete Sidewalk	150	SY	$8.00	$1,200.00	$15.00	$2,250.00	$7.50	$1,125.00	$30.00	$4,500.00
SP2.3	Remove and Dispose of Concrete Curb	310	LF	$5.00	$1,550.00	$5.50	$1,705.00	$6.00	$1,860.00	$7.50	$2,325.00
SP2.4	Remove and Dispose of Manhole	6	EA	$1,000.00	$6,000.00	$675.00	$4,050.00	$535.00	$3,210.00	$1,000.00	$6,000.00
SP2.5	Remove and Dispose of Catch Basin	6	EA	$500.00	$3,000.00	$315.00	$1,890.00	$350.00	$2,100.00	$650.00	$3,900.00
SP2.6	Excavation (Plan Qt)	1563	CY	$19.99	$31,250.00	$17.00	$26,571.00	$12.00	$18,756.00	$30.00	$46,890.00
	Water										
SP4.1	6-Inch Ductile Iron Water Pipe (Class D Backfill)	60	LF	$75.00	$4,500.00	$52.00	$3,120.00	$78.00	$4,680.00	$94.00	$5,640.00
SP4.2	8-Inch Ductile Iron Water Pipe (Class D Backfill)	130	LF	$85.00	$11,050.00	$69.00	$8,970.00	$90.00	$11,700.00	$107.00	$13,910.00
SP4.3	24-Inch Ductile Iron Water Pipe (Class D Backfill)	710	LF	$285.00	$202,350.00	$194.00	$137,740.00	$235.00	$166,850.00	$170.00	$120,700.00
SP4.5	8" Gate Valve	4	EA	$1,500.00	$6,000.00	$1,450.00	$5,800.00	$1,238.00	$4,952.00	$1,500.00	$6,000.00
SP4.6	24" Butterfly Valve	3	EA	$8,000.00	$24,000.00	$9,600.00	$28,800.00	$7,572.00	$22,716.00	$8,000.00	$24,000.00
SP4.7	Hydrant w/ "T" and Gate Valve	2	EA	$6,000.00	$12,000.00	$7,250.00	$14,500.00	$5,380.00	$10,760.00	$6,400.00	$12,800.00
SP4.8	Connect to Existing Main	4	EA	$2,500.00	$10,000.00	$4,600.00	$18,400.00	$1,600.00	$6,400.00	$1,500.00	$6,000.00
SP4.9	Water Service Connection	12	EA	$1,350.00	$16,200.00	$1,050.00	$12,600.00	$890.00	$10,680.00	$1,100.00	$13,200.00
SP4.10	3/4" & 1" Water Service Pipe	250	LF	$35.00	$8,750.00	$19.00	$4,750.00	$28.00	$7,000.00	$30.00	$7,500.00
SP4.11	Existing Fire Hydrant Removal	2	EA	$500.00	$1,000.00	$200.00	$400.00	$400.00	$800.00	$350.00	$700.00
SP4.12	Blowoff Assembly	1	EA	$1,200.00	$1,200.00	$7,500.00	$7,500.00	$5,621.00	$5,621.00	$5,300.00	$5,300.00
	Sewer										
SP5.1	Sanitary Sewer Manhole (4' Diameter)	3	EA	$3,000.00	$9,000.00	$3,600.00	$10,800.00	$2,925.00	$8,775.00	$3,800.00	$11,400.00
SP5.2	8-Inch PVC Sanitary Sewer Pipe (Class D Backfill)	175	LF	$50.00	$8,750.00	$90.00	$15,750.00	$65.00	$11,375.00	$170.00	$29,750.00
SP5.3	10-Inch PVC Sanitary Sewer Pipe (Class D Backfill)	55	EA	$60.00	$3,300.00	$51.00	$2,805.00	$69.00	$3,795.00	$170.50	$9,377.50
	Storm										
SP6.1	Catch Basin	8	EA	$1,800.00	$14,400.00	$1,400.00	$11,200.00	$1,200.00	$9,600.00	$1,650.00	$13,200.00
SP6.2	Storm Sewer Manhole (4' Diameter)	4	EA	$3,000.00	$12,000.00	$2,500.00	$10,000.00	$2,186.00	$8,744.00	$3,100.00	$12,400.00
SP6.3	8-Inch Storm Sewer Pipe (Class D Backfill)	215	LF	$45.00	$9,675.00	$41.00	$8,815.00	$48.00	$10,320.00	$167.00	$35,905.00
SP6.4	12-Inch Storm Sewer Pipe (Class D Backfill)	380	LF	$55.00	$20,900.00	$63.00	$23,940.00	$54.00	$20,520.00	$173.00	$65,740.00
SP6.5	12-Inch C900 Storm Sewer Pipe (Class D Backfill)	200	LF	$65.00	$13,000.00	$73.00	$14,600.00	$58.00	$11,600.00	$175.00	$35,000.00
SP6.6	4-Inch Perforated Subsurface Drain Pipe	1130	LF	$20.00	$22,600.00	$8.50	$9,605.00	$22.00	$24,860.00	$10.50	$11,865.00
SP6.7	Existing Storm Drain Connection	4	EA	$850.00	$3,400.00	$85.00	$340.00	$800.00	$3,200.00	$750.00	$3,000.00
	Concrete										
SP7.1	Concrete Sidewalk	40	SY	$60.00	$2,400.00	$80.00	$3,200.00	$65.00	$2,600.00	$70.00	$2,800.00
SP7.2	Pedestrian Curb Ramp	12	EA	$1,800.00	$21,600.00	$1,500.00	$18,000.00	$1,600.00	$19,200.00	$1,300.00	$15,600.00
SP7.3	Pedestrian Curb	25	LF	$30.00	$750.00	$20.00	$500.00	$28.00	$700.00	$25.00	$625.00
SP7.4	Curb (Type A)	325	LF	$28.00	$9,100.00	$24.00	$7,800.00	$25.00	$8,125.00	$25.00	$8,125.00

Attachment: Third Street Reconstruction Phase II 2018 - Bid Tabulation (1694 : Third Street- Polk to Hayes Phase II Bid Results and Contract

	Roadway										
SP8.1	1/2" Superpave HMA Pavement (4" thick)	3125	SY	$25.00	$78,125.00	$21.00	$65,625.00	$23.00	$71,875.00	$22.90	$71,562.50
SP8.2	3/4" Crushed Rock Base (6" thick)	525	CY	$25.00	$13,125.00	$46.00	$24,150.00	$32.00	$16,800.00	$55.00	$28,875.00
SP8.3	1-1/4" Crushed Rock Base (8" thick)	700	CY	$23.00	$16,100.00	$46.00	$32,200.00	$32.00	$22,400.00	$43.00	$30,100.00
SP8.4	Subgrade Separation Geotextile	3125	SY	$2.50	$7,812.50	$1.40	$4,375.00	$1.50	$4,687.50	$3.50	$10,937.50
SP8.5	Soft Spot Repair	100	CY	$50.00	$5,000.00	$55.00	$5,500.00	$40.00	$4,000.00	$62.00	$6,200.00
	BMPs										
SP10.1	Inlet Protection	8	EA	$125.00	$1,000.00	$95.00	$760.00	$125.00	$1,000.00	$75.00	$600.00
SP10.2	Stabilized Construction Entrance	2	EA	$2,000.00	$4,000.00	$1,150.00	$2,300.00	$1,500.00	$3,000.00	$3,100.00	$6,200.00
	Traffic										
SP11.1	Traffic Control	1	LS	$15,000.00	$15,000.00	$15,500.00	$15,500.00	$35,000.00	$35,000.00	$12,000.00	$12,000.00
SP11.2	Remove and Reset Sign	10	EA	$300.00	$3,000.00	$250.00	$2,500.00	$300.00	$3,000.00	$480.00	$4,800.00
	MISC										
SP20.1	Mobilization	1	LS	$100,000.00	$100,000.00	$60,000.00	$60,000.00	$63,000.00	$63,000.00	$75,000.00	$75,000.00
SP20.2	Project Quality Control	1	LS	$25,000.00	$25,000.00	$11,000.00	$11,000.00	$18,174.00	$18,174.00	$10,700.00	$10,700.00
SP20.3	Reference and Reset Monuments	3	EA	$1,200.00	$3,600.00	$600.00	$1,800.00	$1,100.00	$3,300.00	$650.00	$1,950.00
SP20.4	Adjust Utilities	5	EA	$500.00	$2,500.00	$450.00	$2,250.00	$375.00	$1,875.00	$625.00	$3,125.00
SP20.5	Misc. Landscaping	1	LS	$5,000.00	$5,000.00	$1,900.00	$1,900.00	$7,000.00	$7,000.00	$4,400.00	$4,400.00
				BASE BID TOTAL	**$782,687.50**	**TOTAL**	**$658,761.00**	**TOTAL**	**$687,110.50**	**TOTAL**	**$828,727.50**

J·U·B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

April 20, 2018

Scott Bontrager, P.E.
City of Moscow, Idaho
Paul Mann Building
221 East Second Street
Moscow, Idaho 83843

Re: Bid Results for the Construction Contract for "Third Street-Polk to Hayes Phase II - 2018"

Dear Mr. Bontrager:

It is my pleasure to present to you the results of the April 17th, 2018 bid opening for "Third Street-Polk to Hayes Phase II -2018" Project. The project received bids from three (3) contractors and all three were responsive.

As is customary with all Recommendations of Award, J-U-B Engineers reviewed all three bids for errors and completeness of contract items. It is our opinion that the lowest responsible bidder is Crea Construction, Inc. with the following bid total:

Third Street-Polk to Hayes Phase II -2018 (Polk to Monroe) - $658,761.00

We have discussed the bid provided by Crea Construction, Inc. and they have confirmed that their bid is accurate and that they are able to complete the work for the bid prices provided.

Therefore, J-U-B Engineers recommends that the City of Moscow award the contract for the construction of "Third Street-Polk to Hayes Phase II -2018" to Crea Construction, Inc. in the amount of $658,761.00, and issue a Notice of Award as soon as possible.

Sincerely,
J-U-B ENGINEERS, Inc.

Garrett Frei, P.E.
Project Manager

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Colters Creek Request for Sidewalk Cafe
Responsible Staff: Laurie M Hopkins

Information

In 2007, the City Council formalized a process for the licensing of sidewalk cafés in the Central Business Zoning District. Minimum standards for all sidewalk cafés are included in the Moscow City Code and additional regulations are required for those licensees that intend to serve alcoholic beverages within the sidewalk café. One of those additional regulations is the requirement of a non-permanent physical barrier such as a railing, potted plants, decorative chain, fence, rope or other physical barrier, as required and approved by the City. Over the last couple years, staff has received inquiries regarding esthetically pleasing options for the barrier, including a more permanent structure. Due to the risk of damage to the City's right-of-way, the City does not allow drilling into the sidewalk. Colter's Creek has requested the installation of a deck-like base for their café area. The Deputy Director of Public Works Operations has reviewed the area and discussed options on how this proposal can work within the guidelines of the Code, as well as safety of the public and ADA requirements. Staff is bringing the proposal to City Council as a proposed pilot project to determine whether to proceed with a more robust, yet still non-permanent sidewalk café. Staff will continue to review requests and refine options for sidewalk cafes while putting together possible amendments to the sidewalk café regulations. This was reviewed and recommended for approval by the Administrative Committee on April 23, 2018.

STAFF RECOMMENDATION: Approve the sidewalk café pilot project.

ACTION: Approve the sidewalk café pilot project.

Necessary Resources/Impacts

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

Attachments

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Request to Purchase Fire Truck
Responsible Staff: Gary J. Riedner

Information

DESCRIPTION: One of the City's Major Challenge Areas (MCA) in its Strategic Plan, was to replace its aging and deteriorating fire apparatus. To meet this MCA, City Council directed that a schedule for fire truck replacement be included within the City's budget process, rather than depend upon a bond election. This direction was implemented in 2016, and a schedule was developed to replace the fire truck fleet. A Pierce Manufacturing Saber pumper engine was ordered in FY2017 and is due for delivery in June, 2018. The FY2018 budget includes $362,204 accumulation to be allocated toward the purchase of the second pumper engine scheduled to be ordered in FY2018 for delivery in 2019. In addition to the funding accumulation, the City applied for an Idaho Community Development Block Grant (ICDBG) in the amount of $289,000, for which the City received notice of award last week. This brings the total available funding for purchase of the second pumper engine to $651,204.

The City Fleet Department ordered the 2017 pumper engine through a purchasing consortium which provides the greatest discounts for the fire truck purchase. The Fleet Department has received notice from Hughes Fire Equipment (the dealer for Pierce Manufacturing), that recent tariffs imposed upon imports has had the effect of increasing the cost of certain components (mainly aluminum), which will consequently increase the cost of the pumper engine by $15,638. This increase can be avoided if the purchase order is made prior to May 1, 2018, when the tariff takes effect.

Fire Chief Brian Nickerson has been working with the Moscow Volunteer Fire Department (MVFD) Board of Directors and MVFD Company 7 (the Company which will receive the next pumper engine), and has obtained their approval of the specifications for the next pumper engine which will be identical to the Pierce Saber pumper engine ordered in 2017. This approval allows for the new pumper engine to be ordered immediately, if authorized.

Fleet Supervisor Rick Benjamin has been in contact with Hughes Fire Equipment and it is possible to order the new pumper engine prior to May 1, 2018, to avoid the price increase resulting from the tariff. The quoted purchase price is $545,472. With the successful CDBG award, the purchase of the pumper engine could be made in advance of the 2019 schedule in order to avoid the tariff-related increase of $15,638.

This agenda item was taken to both Public Works/Finance Committee and Administrative Committee last week in order to gain consensus to proceed with ordering the pumper engine prior to the Council meeting on May 7, 2018. Both Committees recommended approval of ordering the pumper engine last week and recommended ratification of the action at the City Council meeting May 7, 2018.

STAFF RECOMMENDATION: Ratify the order and purchase of the Pierce Manufacturing Saber pumper engine.

ACTION: Ratify the order and purchase of the Pierce Manufacturing Saber pumper engine.

Necessary Resources/Impacts

Funding from Fleet Department Capital in the amount of $362,204, and CDBG grant funding in the amount of $289,000.

Attachments

Moscow ID - AS694 Purchase Agreement
AS694 Discount Recap 04192018

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and the City of Moscow, a City ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.
   a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
   b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
   c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
   d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
   e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $545,472.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 11 to 14 months of the Effective Date of this Agreement, F.O.B. Moscow, Idaho. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from

the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company	Customer
Hughes Fire Equipment Inc.	City of Moscow
910 Shelley Street	206 East 3rd Street
Springfield, Oregon 97477	Moscow, Idaho 83843

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.	**CUSTOMER:** City of Moscow ________________
Name:____________________________	Name:______________________________
Title: ____________________________	Title: ______________________________
Date: ____________________________	Date: ______________________________

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: ____________________________

Customer Name: City of Moscow

Quantity	Chassis Type	Body Type	Price per Unit
One (1)	Pierce Saber	Pumper AS694	$573,885.00
Less	Chassis Progress Payment Discount		(8,233.00)
Less	Payment Upon Completion Discount		(5,200.00)
Less	100% Pre-Payment with Contract Discount		(14,980.00)
Total			$545,472.00

Warranty Period: Standard per Pierce Proposal AS694.

Training Requirements: Standard per Pierce Proposal AS694.

Other Matters: A performance bond will be provided. The pricing is based on the unit being purchased through HGAC on Contract FS12-17.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% Pre-Payment will be due within thirty (30) days of Contract Execution. If payment is not made at this time, $28,413.00 or a portion thereof will be added to the final invoice. Final payment including any changes made during the manufacturing process will be due when the unit is completed at the factory, prior to the unit leaving the factory for delivery to customer's facility.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF ______, 20 BETWEEN COMPANY AND City of Moscow WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B

WARRANTY

STANDARD PER PIERCE PROPOSAL AS694.

EXHIBIT C

COMPANY PROPOSAL

STANDARD PER PIERCE PROPOSAL AS694.

HUGHES FIRE EQUIPMENT

Pierce

April 19, 2018

City of Moscow, Idaho
One (1) Saber Pumper AS694
Build Location: Bradenton, Florida

Proposal Price	573,885.00
Less chassis progress payment discount The chassis progress payment in the amount of $274,426.00 will be due three (3) months prior to the ready for pick up from the factory date.	(8,233.00)
Less payment upon completion @ factory discount	(5,200.00)
* Deduct for 100% pre-payment with contract If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.	(14,980.00)
Subtotal including all pre-pay discounts	545,472.00
Less customer drive-out discount If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.	(5,850.00)
Less performance bond	(1,545.00)
Proposal price including discounts	538,077.00

Terms:
Based on Pierce's current delivery schedule the unit would be ready for delivery from factory within 11 to 14 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order.

The above quote is subject to change.

An invoice will be provided 30 days prior to the chassis payment due date if elected.

The purchasing documents will be between Hughes Fire Equipment and the customer.

If payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the unit leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

An invoice will be provided upon order processing for the 100% prepayment if elected.

The proposal price is based on the unit being purchased through HGAC. This pricing is only valid for an HGAC purchase on contract FS12-17.

Transportation of the unit to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

Two (2) factory inspection trips for three (3) fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer. Airfare, lodging and meals while at the factory are included. If the Department elects to forgo an inspection trip $1,850.00 per traveler (per trip) will be deducted from the final invoice.

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Paradise Path Underpass & Multimodal Extension Bid Results and Contract Award
Responsible Staff: Les MacDonald

Information

DESCRIPTION: The intersection of State Highway 8 and White/Styner Avenues has long been problematic for bicyclists and pedestrians needing to cross the highway. In spring of 2016, application was made for federal funding to design and construct a bike/ped underpass at this location and to extend the Paradise Path to Blaine Street and the south entrance of the Latah County Fairgrounds. In February 2017, the City was notified in that the request had been approved for construction in FY 2018. With the assistance of the Local Highway Technical Assistance Council (LHTAC), which administers the State of Idaho Transportation Alternatives Program, City Staff enlisted a local engineering firm, Alta-SE, to design the project.

On March 31, 2018, the City published an advertisement for bids to construct the project. The base bid includes 1,295 linear feet of 10' wide asphalt path, 190 linear feet of concrete path underpass, 980 linear feet of curb and gutter, 295 linear feet of concrete block retaining wall, 72 linear feet of 6' wide concrete sidewalk, and 4 new pedestrian ramps. Due to potential budget constraints, the bid proposal was structured such that the section of 10' wide asphalt path, pedestrian ramps, and curb and gutter from Blaine Street to the Fairgrounds is included as an additive alternate that may be awarded at the discretion of the City. As a federally funded project, it is subject to prevailing wages and other mandatory federal compliance requirements. The Engineer's estimate is $344,702.27 Base Bid (Hwy 8/Troy Rd to Blaine St.) and $31,834.40 Add Alternative No. 1 Bid (Blaine St. to Fairgrounds).

Bids were opened on Tuesday, April 17, 2018. Two responsive bids were received, with Base Bids ranging from $392,847 to $418,719.75 and Add Alternative No. 1 Bids ranging from $28,873.50 to $38,908.40. Of those, the low bid was submitted by Crea Construction of Lewiston in the amount of $421,720.50 for Base Bid and Add Alternative No. 1. Bid tabulations are attached. This item was presented to the Public Works/Finance Committee on April 23, 2018 and was recommended for approval.

STAFF RECOMMENDATION: Accept the low bid from Crea Construction, award the contract in the amount of $421,720.50 for Base Bid and Add Alternative No. 1 Bid, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS: Accept the low bid from Crea Construction, award the contract in the amount of $421,720.50 for Base Bid and Add Alternative No. 1 Bid, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or take other action deemed appropriate.

Necessary Resources/Impacts

(PERSONNEL) City staff will administer the construction contract and coordinate inspection by consultant.
(FISCAL) Funds will be expended from Capital Projects Paradise Path Underpass 350-150-40-770-12, Sidewalk Program 350-150-40-770-73, and Pavement Management Program 350-150-40-770-80.
06/13/16 350.150.40.770.12 · Capital Projects Paradise Path Underpass $381,720.50
05/07/18 350.150.40.770.80 · Pavement Management Program $30,000.00
05/07/18 350.150.40.770.73 · Capital Projects Sidewalk Improvements $10,000.00
Total: $421,720.50

Attachments

Construction Agreement
Paradise Path Underpass - Bid Tabulation

CONSTRUCTION AGREEMENT
PARADISE PATH UNDERPASS & MULTIMODAL EXTENSION, MOSCOW - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND CREA CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT PARADISE PATH UNDERPASS & MULTIMODAL EXTENSION, MOSCOW - 2018 BETWEEN CITY OF MOSCOW, IDAHO AND CREA CONSTRUCTION, 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 Crea Construction, Inc., 1508 Tammany Creek Rd., Lewiston, Idaho, 83501 (hereinafter "Contractor");

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of City through a "Solicitation For Bids", Contractor submitted a proposal containing an offer invited by said solicitation; and

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

WHEREAS, City has accepted Contractor's bid;

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

ARTICLE 1.
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the work to be performed are this Agreement, pages one (1) through five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: **Paradise Path Underpass & Multimodal Extension, Moscow – 2018**
   City Project No. 114-016
   Federal Project No. A020(172)
   Key No. 20172
3. Bid/Proposal of Contractor, dated **April 17, 2018**, physically attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. **No Addendum** issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the 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:

"Paradise Path Underpass & Multimodal Extension, Moscow - 2018"

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than June 25, 2018 and shall be substantially completed on or before September 28, 2018. Base bid work shall be completed on or before Sixty (60) calendar days from the commencement of work, add alternative bid work shall extend the completion date by Fifteen (15) calendar days, and all work to be completed on or before a total of Seventy Five (75) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. No in-road work will be allowed and all temporary traffic control shall be removed from September 3 to September 21 to accommodate the Latah County Fair adjacent to the project site. Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4.
CONTRACT SUM

City shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds in the amount of Four Hundred Twenty One Thousand Seven Hundred Twenty and 50/100 Dollars ($421,720.50) for Base Bid and Add Alternative 1, as submitted by Contractor. In no event shall Contract amount exceed Contractor's bid amount of Four Hundred Twenty One Thousand Seven Hundred Twenty and 50/100 Dollars ($421,720.50) unless otherwise authorized by City. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between Contractor and City by the terms of this Agreement. It is understood by the Parties hereto that Contractor is an independent contractor and, as such, neither 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 this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services 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 Engineer/Engineer 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 Federal, State and Local 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 indemnify, defend and hold harmless City and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by Contractor, Contractor's employees, or its subcontractors.

ARTICLE 11.
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:	Crea Construction, Inc. 1508 Tammany Creek Rd. Lewiston, Idaho 83501	City:	City Engineer City of Moscow 206 East Third Street P O Box 9203 Moscow, Idaho 83843

ARTICLE 15.
APPROPRIATIONS AND APPROVAL

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this agreement shall cease and each party shall be released from further performance under this Agreement without any liability to the other party.

ARTICLE 16.
APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by the City of Moscow.

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

Contractor: Crea Construction, Inc.

____
By:

____
By:

City: City of Moscow, Idaho

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

Approved As To Form:

____
Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF ______________________)
) ss:
County of ______________________)

On this ____ day of ________________, 2018, before me, the undersigned, a Notary in and for said State, personally appeared ______________________ and ______________________ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as __________________________ for Crea Construction, Inc.

(seal)

____
Notary Public residing at: _______________
My commission expires: ________________

Paradise Path Underpass & Multimodal Extension
Bids Opened 4/17/2018

BASE BID - Paradise Path to Blaine St

Item No.	Item Description	Qty.	Unit	Engineers Estimate Unit Price	Engineers Estimate Amount	Bid From: Crea Construction, Inc. Price	Bid From: Crea Construction, Inc. Total	Bid From: Motley-Motley, Inc. Price	Bid From: Motley-Motley, Inc. Total
1	Mobilization	1	LS	$31,340.00	$31,340.00	$39,000.00	$39,000.00	$40,000.00	$40,000.00
2	10' Asphalt Path (including transitions)	1295	LF	$39.88	$51,650.50	$43.00	$55,685.00	$24.25	$31,403.75
3	10' Concrete Path (Sta 0+90 to 2+65)	190	LF	$111.24	$21,135.80	$120.00	$22,800.00	$161.20	$30,628.00
4	Concrete Curb and Gutter	980	LF	$30.00	$29,400.00	$20.00	$19,600.00	$23.00	$22,540.00
5	Southeast Concrete Block Retaining Wall	65	LF	$218.56	$14,206.70	$330.00	$21,450.00	$456.00	$29,640.00
6	Northwest Concrete Block Retaining Wall w/ Freestanding Barrier	230	LF	$374.02	$86,024.40	$485.00	$111,550.00	$500.00	$115,000.00
7	6' Wide Sidewalk	72	LF	$45.24	$3,257.20	$85.00	$6,120.00	$100.00	$7,200.00
8	Underpass Lighting - Surface Mount	4	EA	$1,625.00	$6,500.00	$2,800.00	$11,200.00	$2,300.00	$9,200.00
9	Pedestrian Ramps	4	EA	$2,500.00	$10,000.00	$1,850.00	$7,400.00	$1,155.00	$4,620.00
10	24" HDPE Culvert	26	LF	$129.92	$3,378.00	$90.00	$2,340.00	$170.00	$4,420.00
11	Remove & Replace Existing Bench	1	EA	$1,366.00	$1,366.00	$1,800.00	$1,800.00	$1,000.00	$1,000.00
12	Relocate Existing Stop Signs	2	EA	$200.00	$400.00	$250.00	$500.00	$500.00	$1,000.00
13	Relocate Existing Mailboxes	3	EA	$200.00	$600.00	$150.00	$450.00	$500.00	$1,500.00
14	Asphalt Path Widening	125	SY	$32.71	$4,089.17	$39.00	$4,875.00	$55.00	$6,875.00
15	Tree Removal	3	EA	$500.00	$1,500.00	$900.00	$2,700.00	$1,200.00	$3,600.00
16	Plug Abandoned Stormwater Pipe	1	EA	$500.00	$500.00	$400.00	$400.00	$500.00	$500.00
17	42" Steel Fence	145	LF	$140.00	$20,300.00	$110.00	$15,950.00	$200.00	$29,000.00
18	Provide and Place Soil Riprap	174	CY	$75.00	$13,050.00	$65.00	$11,310.00	$67.00	$11,658.00
19	Seeding	6196	SF	$0.25	$1,549.00	$0.25	$1,549.00	$0.25	$1,549.00
20	Excavate Drainage Ditch Extension	63	LF	$30.95	$1,950.00	$30.00	$1,890.00	$76.00	$4,788.00
21	Remove and Dispose of Existing 24" CMP	30	LF	$10.00	$300.00	$14.00	$420.00	$61.00	$1,830.00
22	Soft Spot Repair	248	SY	$31.23	$7,745.50	$25.00	$6,200.00	$21.00	$5,208.00
23	Relocate Stormwater Outfall	1	LS	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$3,700.00	$3,700.00
24	Pedestrian Curb	24	LF	$15.00	$360.00	$17.00	$408.00	$15.00	$360.00
25	Pathway Stop Signs	3	EA	$200.00	$600.00	$250.00	$750.00	$500.00	$1,500.00
26	Stormwater BMPs	1	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$9,000.00	$9,000.00
27	Water Management	1	LS	$7,500.00	$7,500.00	$19,000.00	$19,000.00	$16,000.00	$16,000.00
28	Construction Traffic Control	1	LS	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$25,000.00	$25,000.00
				BASE BID TOTAL	**$344,702.27**	**TOTAL**	**$392,847.00**	**TOTAL**	**$418,719.75**

ADD ALTERNATIVE 1 - Blaine St to Fairgrounds

Item No.	Item Description	Qty.	Unit	Engineers Estimate Unit Price	Engineers Estimate Amount	Bid From: Crea Construction, Inc. Price	Bid From: Crea Construction, Inc. Total	Bid From: Motley-Motley, Inc. Price	Bid From: Motley-Motley, Inc. Total
1	10' Asphalt Path (including transitions)	319	LF	$39.03	$12,450.90	$44.00	$14,036.00	$50.00	$15,950.00
2	Concrete Curb and Gutter	390	LF	$30.00	$11,700.00	$22.00	$8,580.00	$43.00	$16,770.00
3	Pedestrian Ramps	2	EA	$2,500.00	$5,000.00	$1,950.00	$3,900.00	$1,500.00	$3,000.00
4	Relocate Existing Stop Signs	1	EA	$200.00	$200.00	$250.00	$250.00	$500.00	$500.00
5	Seeding	638	SF	$0.25	$159.50	$0.25	$159.50	$0.30	$191.40
6	Soft Spot Repair	54	SY	$31.00	$1,674.00	$22.00	$1,188.00	$27.50	$1,485.00
7	Pedestrian Curb	30	LF	$15.00	$450.00	$17.00	$510.00	$15.40	$462.00
8	Pathway Stop Signs	1	EA	$200.00	$200.00	$250.00	$250.00	$550.00	$550.00
				ADD ALTERNATIVE 1	**$31,834.40**	**TOTAL**	**$28,873.50**	**TOTAL**	**$38,908.40**

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Professional Services Agreement Paradise Path Underpass Construction Inspection
Responsible Staff: Les MacDonald

Information

DESCRIPTION: The construction contract for the Paradise Path Underpass and Multimodal Extension Project was reviewed by the Public Works/Finance Committee on April 16, 2018, and was forwarded to the full Council's next meeting (May 7, 2018) with a recommendation to accept the low bid from Crea Construction of Lewiston and to award the contract.

City staff, with the assistance of the Local Highway Technical Assistance Council (LHTAC), has selected the engineering firm of J-U-B Engineers, Inc. to perform the construction inspection for the project. The attached professional services agreement with JUB in the amount not to exceed $55,700.00 has been prepared by the Idaho Transportation Department's (ITD's) Consultant Services Section for this work. The agreement was not received by staff until April 25, 2018, thus it could not accompany the construction agreement presented to the Public Works/Finance Committee as staff had hoped.

STAFF RECOMMENDATION: Approve the Professional Services Agreement with J-U-B Engineers, Inc. in an amount not to exceed $55,700.00.

PROPOSED ACTIONS: Approve the Professional Services Agreement with J-U-B Engineers, Inc. in an amount not to exceed $55,700.00, or take other such action as deemed appropriate.

Necessary Resources/Impacts

Engineering Staff time for administration of the contract.

05/07/18	350.150.40.770.12 · Capital Projects Paradise Path Underpass	$55,700.00

Attachments

Inspection Agreement Signed JUB

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number
94865

THIS AGREEMENT is made and entered into this ______ day of __________________, _______, by and between the CITY OF MOSCOW, whose address is PO Box 9203 Moscow ID 838431703, hereinafter called the "Sponsor," and J-U-B ENGINEERS, INC., whose address is 250 S. Beechwood Ave., Ste 201, Boise, ID, 83709, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: PARADISE PATH UPASS & MULTIMODAL EXT, MOSCOW
PROJECT NO: A020(172)
KEY NO: 20172

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:

ALLWEST TESTING & ENGINEERING, LLC

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Amanda LaMott, Safety Engineer; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.

b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No.1A.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at http://www.itd.idaho.gov/design/cau/policies/policies.htm.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **9/28/2018**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.

B. Compensation Amount

1. Not-To-Exceed Amount: **$55,700.00**

2. Additional Services Amount: **$0.00**

3. Total Agreement Amount: **$55,700.00**

C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **$55,700.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

J-U-B ENGINEERS, INC.
Consultant

By: ______________________

Title: PRESIDENT

CITY OF MOSCOW
Sponsor

By: ______________________

Title: ______________________

IDAHO TRANSPORTATION DEPARTMENT

By: ______________________

Title: ______________________

SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES

PROJECT NAME: Paradise Path Underpass & Multimodal Extension, Moscow 2018
PROJECT NO.: A020(172)
KEY NO.: 20172
DATE: APRIL 2018

This scope of work is to provide Construction Engineering, Inspection & Sampling (CEI&S) Services to include contract administration, inspection, materials sampling (if necessary), and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the City of Moscow's Paradise Path Underpass & Multimodal Extension in Latah County, Idaho. J-U-B ENGINEERS Inc. (J-U-B) intends to provide the City of Moscow (City) & LHTAC with experienced administration, inspection/sampling personnel. Through this contract, J-U-B will inspect and document to Local standards, the activities associated with the project to the level necessary to administer the contract.

The following tasks represent the individual services that are to be provided by J-U-B under this agreement:

PRIMARY TASKS:

1. **<u>Construction Administration</u>** – J-U-B will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the LHTAC, ITD and the City of Moscow. The following sub-tasks represent a partial list of those activities necessary to administer the contract.

1.1 Submittal Log & Minimum Testing Requirements (MTR's) – J-U-B will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals, and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. J-U-B will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results.
Performance Assumptions:
i. Testing requirements are per City of Moscow Standards.

1.2 Pre-construction Conference – J-U-B will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC and the City.

1.3 Labor Compliance – The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.
Performance Assumptions:
i. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
ii. Maintain records in compliance with Title VI requirements.

1.4 Civil Rights Compliance – J-U-B and the contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.

1.5 Filing & Records Verification – All project files will be posted to ProjectWise and maintained on a weekly basis. Electronic copies of important or requested information will be readily available to the LHTAC Resident Engineer on ProjectWise. An on-going process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

i. Maintain project filing system.

ii. Address periodic review comments.

1.6 Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities and justification for each bid item payment with a summary sheet showing the amounts to be paid.

Performance Assumptions:

i. Prepare Monthly pay estimate packages to City Standards.

1.7 Materials Submittals– Submittals, as required by bid item, will be requested for all materials incorporated into the project. No materials will be accepted for payment until the submittals are received and reviewed for acceptance.

Performance Assumptions:

i. Contractor Source Approval Requests, Staging Area Requests, and Waste Site Approval Requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.

1.8 Contract Changes – Requests received from the contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.

1.9 Weekly Progress Meetings – Weekly/periodic progress meetings will be held on site or at J-U-B's Conference Room in Moscow, Idaho. These meetings will be of an informal nature to discuss project schedule, safety and progress.

Performance Assumptions:

ii. Attend weekly/periodic progress meetings and prepare minutes for distribution and review.

1.10 Monthly Invoicing – Monthly invoices of J-U-B labor will be submitted to the City & LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. J-U-B shall formally notify the Agreement Administrator upon reaching 85% of the expended contract amount.

1.11 Change Orders – J-U-B will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer.

Performance Assumptions:

i. J-U-B will consult with the City and LHTAC Resident Engineer, as required by the TAP Manual, and prepare the Draft Change Orders and necessary backup documents for the

RE's review.

1.12 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer.

Performance Assumptions:

i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and Contract specifications.

ii. CPM Review – The contractor's CPM will be reviewed to ensure that activity dates are correctly recorded for accuracy.

iii. Interpretations and Clarifications – It is expected that J-U-B will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.

iv. Shop Drawings – J-U-B will review and approve shop drawings. J-U-B will notify LHTAC when these are approved.

v. Mix Designs – J-U-B will review and approve mix designs for concrete and asphalt. J-U-B will notify LHTAC when these are approved.

vi. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the City.

vii. J-U-B will review and approve the sub-contractor submittals.

1.13 Public Relations –J-U-B will respond to and coordinate all public inquiries and/or concerns with the Contractor, the City and the LHTAC Resident Engineer for appropriate action, if any. Records of contacts and responses will be maintained.

2. **Survey Control** – J-U-B will check and verify the contractor surveys for accuracy and compliance with the plans and specifications.

3. **Project Inspection** – Inspection will be performed by J-U-B with qualified inspection staff.

3.1 Inspector Diaries – Daily reports will be prepared to record the contractor's hours on the site, weather conditions, data relative to questions of change orders, filed orders, or changed conditions, site visitors, daily activities, labor compliance, civil rights compliance, decisions, and observations in general. Inspcections, tests, and approvals required by the Contract Documents will be reviewed and approved. These will be scanned and put into project wise.

3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies in the work of the contractor will be identified and documented with recommendations reported to the engineer.

3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the contractor.

3.4 Environmental & Erosion Control Monitoring –

i. COE 404 - J-U-B will provide a provide inspection for contractor compliance with the approved COE 404 permit requirements.

ii. ESCP – J-U-B will provide inspection to ensure compliance with permits and storm water plans.

iii. Reports will be prepared and filed in the project files.

Performance Assumptions:

i. Daily diaries will be completed by the assigned project inspector.

4. **Materials Sampling & Testing –** J-U-B will provide materials sampling & testing (QA) services as requested by the City and the LHTAC Resident Engineer.

Performance Assumptions:

i. Quality Control – Contractor's responsibility. J-U-B will review QC testing for compliance with the contract documents.

5. **Record Drawings & Project Close-Out** – J-U-B will track changes and deviations from the plans and prepare the As-Built drawings. At the completion of the project, marked drawings will be submitted to the City for preparation of the record drawings. At project close-out, all records will be finalized and quantity calculations verified. A final package of records will be submitted to the City and LHTAC Resident Engineer for review and acceptance.

Performance Assumptions:

5.1 Verify to that all necessary documents have been received for submission of the contractor's affidavit of payment.

5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.

5.3 Promptly conduct an inspection after notice from the contractor that the entire work is ready for its intended use, in the company of the City, LHTAC Resident Engineer and the contractor, to determine if the work is Substantially Complete. If there are no objections from the City, J-U-B will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the contractor.

5.4 Participate in a final inspection, to include representatives from the City and LHTAC, to determine if the completed work by the contractor is acceptable so that J-U-B and the City may recommend in writing, final payment to the contractor. J-U-B will also provide a notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.

5.5 Prepare and furnish to the City record plans showing appropriate record information based on project annotated documents received from the contractor. Two (2) sets of red marked plans depicting all changes to the original contract will be submitted to the City.

6. **Key Understandings** - It is anticipated that each J-U-B personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by J-U-B and all work will be under the supervision of the City and the LHTAC Resident Engineer or his assigned representative.

7. **Project Schedule** - J-U-B proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. It is anticipated that J-U-B will be engaged in CE&IS Services from June 2018 to August 2018, fifty (50) calendar days with an additional (10) calendar days for approved add alternates.

8. **Professional Service Fee** - J-U-B will invoice the City for professional services described in this Scope of Work. J-U-B will invoice the City for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions of the City Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent J-U-B's professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the contractor's schedule. J-U-B will advise the City and the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities.

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS
Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator**: Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.

2. **Combined Overhead**: The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.

3. **Cost**: Cost is the sum of the hourly charge out rate and other direct costs.

4. **Cost Plus Fixed Fee**: Cost Plus Fixed Fee is the sum of the payroll costs, combined over-head, and other direct costs, plus the fixed fee.

5. **CPM**: Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.

6. **Fixed Fee**: A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.

7. **General Administrative Overhead (Indirect Expenses)**: The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.

8. **Hourly Charge Out Rate**: The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.

9. **Incentive/Disincentive Clause**: Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.

10. **Lump Sum**: An agreed upon total amount, that will constitute full payment for all work described in the Agreement.

11. **Milestones**: Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.

12. **Not-To-Exceed Amount**: The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.

13. **Other Direct Costs**: The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost)**: The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.

16. **State**: Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".

17. **Unit Prices**: The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction - Subsection 105.10 and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.

2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.

3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

   Lump Sum

      Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at http://itd.idaho.gov/business/?target=consultant-agreements .

For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

   If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.

5. Payments to Subconsultants

   Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant’s work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department’s online diversity tracking system during the corresponding monthly audits.

   Prompt payment will be monitored and enforced through the Consultant’s reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

a. Increase in the work required by the State due to unforeseen circumstances.
b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

a. Extensions of time may be granted for the following reasons:

   i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.

   ii. Additional work ordered in writing by the State.

b. Extensions of time will not be granted for the following reasons:

   i. Underestimating complexity of work.

   ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.

b. Continued submission of sub-standard work.

c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.

d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.

b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.

c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitutes a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. NON-DISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the Consultant until they have achieved compliance;
   - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
   - Cancellation, termination or suspension of the Agreement, in whole or in part;
   - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an

administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1. through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42
U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately

high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

PROJECT LOCATION: Paradise Path Underpass - City of Moscow
PROJECT NUMBER: A020(172)
PROJECT KEY NUMBER: 20172

JUB - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Name	Man-Days		Man-Hours		Raw Hrly Rate	3.1599 Loaded Hrly Rate			Loaded Labor Cost
1	QC Manager	Ken Sorensen	0	=	2	@	$50.92	$160.90	=	$	321.80
2	Project Manager	Garrett Frei	12	=	96	@	$36.07	$113.98	=	$	10,942.08
5	Clerical	Shawanna Volkman	3	=	24	@	$18.50	$58.46	=	$	1,403.04
					TOTAL LOADED LABOR COST				**=**	**$**	**12,666.92**

OVERTIME COSTS

Position	Name		Rate			
Project Manager	Garrett Frei	@	$18.04	=	$	-
Lead Inspector	Kevin Funke	@	$16.83	=	$	-
	TOTAL LOADED OT LABOR COST			**=**	**$**	**-**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD
Approved Overhead Rate **189.2000%**

C. NET FEE **9.00%**

D. FCCM **0.7600%**

E. OUT-OF-POCKET EXPENSE SUMMARY

	Item		Estimated Amount		Unit Cost						Estimated Expense
1	Vehicle Mileage										
	JUB Office to Project (1-way)	35 Mi									
	Inspector, Project Manager, Others	15 Trips	1,050	Mi	1,050	@	$	0.545		= $	572.25
2	Misc Office Supplies/Mailing/ Copies/Flyers				1	@	$	200.00	/EA	= $	200.00
	TOTAL ESTIMATED EXPENSE									**= $**	**772.25**

F. SUBCONSULTANTS
1 ALLWEST = $ 42,228.24

TOTAL	**=**	**$55,667.41**
Constr Amt		421,720.50
%		13.20%

		JUB - Project Personnel				Allwest -		Assume 60 Working Days Construction
		Ken Sorensen	Garrett Frei	Shawanna Volkman		Kevin Funke		
		QC Manager	Project Manager	Clerical	TOTAL	Lead Inspector	TOTAL	NOTES
1.0	**Construction Administration**							
1.10	Submittal Log & Testing		1.00		1.00		-	
1.20	Pre-Construction Conference		2.00	2.00	4.00	1.00	1.00	1 hour for meeting, 2 hours for agenda and minutes
1.30	Labor Compliance		1.00		1.00	10.00	10.00	~1 hours per week
1.40	Civil Rights Compliance		1.00		1.00	5.00	5.00	.5 hr/week with review
1.50	Filing & Records Verification		10.00	10.00	20.00		-	est. 10 hrs/mo.
1.60	Progress Estimate Preparation		6.00		6.00		-	3 estimates, 2 hr/est.
1.70	Materials Submittal		9.00		9.00		-	3 hrs/mo.
1.80	Contract Changes	1.00	3.00		3.00		-	1 Changes - 4 hrs/ea
1.90	Weekly Progress Meetings		10.00		10.00	10.00	10.00	10 meetings for project updates 1 hr per meeting
1.10	Monthly Invoicing		6.00	6.00	12.00	6.00	6.00	3invs - 2 hrs ea. For PM, 2 hr/ea clerical
1.11	Change Orders	1.00	5.00	1.00	6.00	1.00	1.00	1 CO's - 8 hrs/ea.
1.12	Submittal Review		6.00	1.00	7.00		-	10 submittals @ 1 hrs ea. + 5 RFIs @ 1 hrs/ea
1.13	Public Relations				-		-	by LHTAC or City
					-		-	
		2.00	**60.00**	**20.00**	**80.00**	**33.00**	**33.00**	
2.0	**Survey Control**							
	Survey Checks				-	4.00	4.00	4 hrs/mo.
		-	**-**	**-**	**-**	**4.00**	**4.00**	
3.0	**Project Inspection**							
3.10	Inspector Diaries		20.00		20.00	320.00	320.00	Avg. 28 hrs. / week
3.20	Identify & Recommend Corrections				-	6.00	6.00	2 hr mo.
3.30	Pay Quantity Collection		4.00		4.00	8.00	8.00	4 pay Est, 2 hours ea., review
3.40	Enviro & Erosion Control Monitoring		1.00		1.00	4.00	4.00	4 insp., 1 hrs insp+report, review
					-		-	
		-	**25.00**	**-**	**25.00**	**338.00**	**338.00**	
5.0	**Record Drawings & Project Close-Out**							
5.10	Verify documents received		1.00	2.00	3.00		-	
5.20	Verify bonds, docs & certs are on file.		1.00	2.00	3.00		-	
5.30	Substantial complete inspection		4.00		4.00	4.00	4.00	2 Hr Insp, 2 Hr Write up Punchlist
5.40	Final inspection		4.00		4.00	4.00	4.00	2 Hr Insp, 2 Hr Write up Punchlist
5.50	Review & approve red-line dwgs		1.00		1.00		-	
		-	**11.00**	**4.00**	**15.00**	**8.00**	**8.00**	
	Total Labor Hours	**2.00**	**96.00**	**24.00**	**120.00**	**383.00**	**383.00**	

PROJECT LOCATION: Paradise Path Underpass - City of Moscow
PROJECT NUMBER: A020(172)
PROJECT KEY NUMBER: 20172

ALLWEST SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Name	Man-Days		Man-Hours		Raw Hrly Rate	Loaded Hrly Rate		Loaded Labor Cost
1	Staff Manager		0	=		@		$ -	=	$ -
2	Technician	Kevin Funke	60	=	383.00	@	$ 33.65	$ 104.28	=	$ 39,939.24
3	Technician	Lance Ecret	0	=		@	$ 31.25	$ 96.84	=	$ -
4	Administrator		0	=		@		$ -	=	$ -
				TOTAL LOADED LABOR COST					=	$ 39,939.24

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Approved Overhead Rate 183.01%

C. NET FEE 9.50%

D. FCCM 0.420%

E. OUT-OF-POCKET EXPENSE SUMMARY

Mileage (ALLWEST LWS office to project)	4200	@	$0.545	=	$2,289.00
	TOTAL COST				$2,289.00
		TOTAL		**=**	**$ 42,228.24**

Attachment: Inspection Agreement Signed JUB (1713 : Professional Services Agreement Paradise Path Underpass Construction Inspection)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Idaho Community Development Block Grant Agreement - Fire Engine
Responsible Staff: Gary J. Riedner

Information

DESCRIPTION: On April 23, 2018, the Idaho Department of Commerce (IDOC) notified the City of Moscow it had been awarded a $289,000 Idaho Community Development Grant (ICDBG) for the Pumper Fire Engine Project (see attached letter from Dennis Porter, IDOC Community Development Manager). The letter included three items to be completed and submitted to IDOC prior to execution of an ICDBG Agreement. Staff completed and submitted the documentation required to meet those requirements and received approval from Tony Tenne, Community Development Specialist, to order the Fire Engine on April 26, 2018. Staff subsequently submitted the purchase documents required by the Houston-Galveston Area Council of Governments (HGAC) Cooperative Purchasing Program on April 26, 2018, in order to receive the price quoted available until May 1, 2018, to avoid an additional aluminum tariff price increase. Confirmation of the order and purchase was also received on April 26, 2018, based on the previously quoted Purchase Agreement, Discount Recap price of $545,472. The City has thirty days to submit full payment full for the Fire Engine. On May 1, 2018, notification was received from Dennis Porter stating the ICDBG Agreement was mailed to the City. In anticipation of the Agreement being received and reviewed prior to the City Council meeting on May 7, 2018, staff is submitting this request for approval to execute the forthcoming ICDBG Agreement.

STAFF RECOMMENDATION: Approval to execute the Idaho Community Development Block Grant Agreement for award of $289,000 for the purchase of a Fire Engine.

PROPOSED ACTIONS: Approval to execute the Idaho Community Development Block Grant Agreement for award of $289,000 for the purchase of a Fire Engine or take such other action deemed appropriate.

Necessary Resources/Impacts

$289,000 ICDBG Award

Attachments

ICDBG Fire Engine Award

Alisa J. Anderson

From: Dennis Porter <Dennis.Porter@commerce.idaho.gov>
Sent: Wednesday, May 2, 2018 12:52 PM
To: Alisa J. Anderson
Subject: RE: CDBG Contract - Fire Engine

Alisa,
I had already put the contracts in the mail.
Dennis

From: Alisa J. Anderson [mailto:aanderson@ci.moscow.id.us]
Sent: Wednesday, May 02, 2018 9:14 AM
To: Dennis Porter <Dennis.Porter@commerce.idaho.gov>
Subject: RE: CDBG Contract - Fire Engine

Dennis,

If you could scan me a copy by noon tomorrow, I could present it to City Council approval on Monday 5/7/18 and then we would have a signed contract prior to cutting a check for the fire engine. Thank you.

Alisa J Anderson
Grants Manager/ADA Coordinator, City of Moscow
206 East Third, PO Box 9203
Moscow ID 83843
Phone: 208.883.7600
Email: aanderson@ci.moscow.id.us

From: Dennis Porter [mailto:Dennis.Porter@commerce.idaho.gov]
Sent: Tuesday, May 1, 2018 1:52 PM
To: Alisa J. Anderson <aanderson@ci.moscow.id.us>
Subject: CDBG Contract - Fire Engine

Alisa,

Do you want me to send the contract to you or the Mayor?

Dennis

Dennis Porter | Manager
Idaho Commerce
700 W State Street, Boise, Idaho 83702
Office: 208.287-0782
dennis.porter@commerce.idaho.gov

IDAHO COMMERCE

IDAHO COMMERCE

C.L. "Butch" Otter, Governor
Bobbi-Jo Meuleman, Director

April 23, 2018

The Honorable Bill Lambert
Mayor, City of Moscow
PO Box 9203
Moscow, ID 83843

Re: Idaho Community Development Block Grant (ICDBG) - Award Letter

Dear Mayor Lambert:

Congratulations, the City of Moscow has been awarded a $289,000 Idaho Community Development Block Grant (ICDBG) for your Pumper Fire Engine Project.

Any of the project's procurement must not commence until the City has completed (and Commerce approval of) the ICDBG environmental review.

The City will also need to complete and forward the following documents to Commerce prior to execution of the ICDBG agreement:

- Updated scope of work, budget, and schedule, if necessary.
- The project's Environmental Review Record.
- Documentation that the City has adopted an excessive force policy.

Further, ICDBG payments can be set-up for electronic transfer. This will improve time of ICDBG payment receipt. Let us know if you would like to pursue electronic transfer.

Your designated project number is 18-II-03-PF. If you have any questions concerning your project, please call Tony Tenne, Community Development Specialist, at (208) 780-5147.

Sincerely,

Dennis J. Porter
Manager

c: Robin Woods, EAC
Alisa Anderson, City of Moscow

RECEIVED
City of Moscow
APR 26 2018
Administration
Department

Alisa J. Anderson

From: Tony Tenne <Tony.Tenne@commerce.idaho.gov>
Sent: Thursday, April 26, 2018 2:23 PM
To: Alisa J. Anderson
Subject: RE: Moscow - City Attorney Letter - Procurement

You are good to order.

Tony

From: Alisa J. Anderson [mailto:aanderson@ci.moscow.id.us]
Sent: Thursday, April 26, 2018 3:14 PM
To: Tony Tenne <Tony.Tenne@commerce.idaho.gov>
Subject: RE: Moscow - City Attorney Letter - Procurement
Importance: High

Tony,

Based on what you stated below and the wording (highlighted) in the attached award letter am I approved to go ahead and order the truck or do I have to wait until you have all the signatures back on the environmental?

Alisa J Anderson
Grants Manager/ADA Coordinator, City of Moscow
206 East Third, PO Box 9203
Moscow ID 83843
Phone: 208.883.7600
Email: aanderson@ci.moscow.id.us

From: Tony Tenne [mailto:Tony.Tenne@commerce.idaho.gov]
Sent: Thursday, April 26, 2018 2:02 PM
To: Alisa J. Anderson <aanderson@ci.moscow.id.us>
Subject: RE: Moscow - City Attorney Letter - Procurement

Thanks, Alisa.

I also received your environmental documents, issued a draft clearance and sent it out for signatures. Should hopefully have that out to you by tomorrow or Monday.

tt

From: Alisa J. Anderson [mailto:aanderson@ci.moscow.id.us]
Sent: Thursday, April 26, 2018 2:53 PM
To: Tony Tenne <Tony.Tenne@commerce.idaho.gov>
Subject: Moscow - City Attorney Letter - Procurement

Tony,

Attached is the letter from the City Attorney approving the procurement process of HGACBuy meets the Title 67-2 Joint Purchasing Agreement criteria as Dennis requested in our conversation on April 20, 2018. Please let me know if you have any questions.

Alisa J Anderson
Grants Manager/ADA Coordinator, City of Moscow
206 East Third, PO Box 9203
Moscow ID 83843
Phone: 208.883.7600
Email: aanderson@ci.moscow.id.us

IDAHO COMMERCE

C.L. "Butch" Otter, Governor
Bobbi-Jo Meuleman, Director

Date: April 30, 2018

To: The Honorable Bill Lambert
Mayor, City of Moscow
206 Third Street,
PO Box 9203
Moscow, ID 83843

From: Tony Tenne, Community Development Specialist

Re: ICDBG-18-II-03-PF - Community Development Block Grant
Pumper Fire Engine Project

THE FOLLOWING DOCUMENTS HAVE BEEN PROVIDED TO YOU FOR YOUR:

Review: ☐ Action: ☒ Signature: ☐

- ☐ CONTRACT (Sign both copies and return to our office.)
- ☐ EXECUTED CONTRACT (Retain document in your project file.)
- ☐ CONTRACT AMENDMENT (Sign both copies and return to our office.)
- ☐ EXECUTED AMENDMENT (Retain document in your project file.)
- ☐ ENVIRONMENTAL RELEASE (Retain document in your project file.)
- ☒ FINDING OF EXEMPTION (Retain document in your project file.)
- ☐ SUBCONTRACT APPROVALS (Retain document in your project file.)
- ☐ ADDITIONAL CLASSIFICATION
- ☐ CONTRACT AWARD APPROVAL
- ☐ BID DOCUMENT APPROVAL
- ☐ PHONE CONVERSATION FOLLOW UP
- ☐ OTHER

COMMENTS:

Please retain this environmental concurrence on finding of exemption in your project file.

Tony Tenne
PO Box 83720
Boise, ID 83720-0093
208-780-5145

cc: Alisa Anderson, City of Moscow

ENVIRONMENTAL CONCURRENCE
Idaho Community Development Block Grant (ICDBG)
Notice of Concurrence on Finding of Exemption

GRANTEE:	City of Moscow
GRANT TITLE:	City Pumper Fire Engine Acquisition Project
GRANT NUMBER:	ICDBG-18-II-03-PF
GRANT ACTIVITY:	Purchase of a Pumper Fire Engine
ESTIMATED PROJECT COST:	$544,000

On April 26, 2018 this office received the Finding of Exemption for the project described above. We have reviewed it and concur that the activities described above meet the definitions of 24 CFR Section 58.34 a, Exempt Activities.

Tony Tenne
Community Development Specialist

Dennis J. Porter
Community Development Manager

Bobbi-Jo Meuleman
Director

April 26, 2018
Date

cc: Alisa Anderson, City of Moscow

Attachment: ICDBG Fire Engine Award (1715 : Idaho Community Development Block Grant Agreement - Fire Engine)

Determination of Exemption or Determination of Categorical Exclusion (not subject to Section 58.5)

24 CFR 58.34(a) and 58.35(b)

Activity Name and Grant Number: **City of Moscow, Idaho – ICDBG-18-II-03-PF**

Address: **206 East Third Street, PO Box 9203, Moscow, ID 83843**

Activity Description: **Purchase of Pumper Fire Engine**

Funding Source: **ICDBG**

√	**The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.**
	1. Environmental and other studies, resource identification, and development of plans and strategies
	2. Information and financial services
	3. Administrative and management activities
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other ______________
	5. Inspections and testing of properties for hazards or defects
	6. Purchase of insurance
	7. Purchase of tools
	8. Engineering or design costs
	9. Technical assistance and training
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD
√	**The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.**
	1. Tenant-based rental assistance
	2. Supportive Services (including but not limited to): ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services

	3. Operating Costs: ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment
√	**4. Economic Development Activities:** ▪ **Equipment purchase** ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
	5. Activities to assist homeownership of existing or dwelling units under construction not assisted with Federal funds: ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buy downs or other actions resulting in transfer of title
	6. Affordable housing pre-development costs ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
	7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47

Compliance Checklist for the "Other Requirements" in 24 CFR 58.6

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	**Yes** **Continue**	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: **City of Moscow, Idaho - 160090** Community Name and Number **160090-0002 – April 15, 2002** Map panel number and date	Yes Document and Continue	**No** **Document and Proceed to Section 2-Act does not apply**
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	**Yes-Document and follow instructions below.**	**No-Federal Assistance may not be used for this project.**
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	**No—Proceed to Section 3--Regulation does not apply.**
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3—regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/energyenviron/environment/compliance/qa/airporthazards.pdf)		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of Project	City of Moscow – Pumper Fire Engine–ICDBG-18-II-03-PF
Responsible Entity Signature	Bill Lambert
Name and Title (print)	Bill Lambert, Mayor, City of Moscow
Date	April 25, 2018

Attachment: ICDBG Fire Engine Award (1715 : Idaho Community Development Block Grant Agreement - Fire Engine)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 05/07/2018
Title: Authorization to Proceed with Purchase of Magyar Building
Responsible Staff: Gary J. Riedner

Information

DESCRIPTION: The City of Moscow Water & Sewer Departments have occupied the office building located at 201 North Main Street in Moscow (owned by Magyar Investments, Inc.) since 2008. The City leased the building for an initial term of 6 years, and that lease has been renewed on year-to-year extensions since 2013. The annual rate for the current lease is $54,000 per year.

When the City originally leased the building, the location was optimal, as it provided office space in close proximity to the City's Water Operations building and filter plant located at the intersection of "A" and Jackson streets. Magyar investments has offered the building for City purchase for the amount of $422,214.00. Assuming no increase in the current lease rate, and a projected rate of return on investment of 3%, the City will amortize the purchase price of the building in approximately ten years. Based upon the City's occupancy of the building for the past 10 years, and the favorable structural assessment, it should serve the City's current needs for a Water and Sewer office building for many years to come.

Staff is recommending the purchase of the building for the amount of $422,214.00. The recommended source of funding for the purchase will come from the Water Capital Projects and Sewer Capital Projects line items from accumulations for Public Works Facilities. This was reviewed and recommended for approval by the Public Works/Finance Committee on April 23, 2018.

STAFF RECOMMENDATION: Approve purchase of the Water & Sewer office building from Magyar Investments, Inc. for the price of $422,214.00.

PROPOSED ACTIONS: Approve purchase of the Water & Sewer office building from Magyar Investments, Inc. for the price of $422,214.00 or take other such action deemed appropriate.

Necessary Resources/Impacts

Source of $422,214 purchase funds will be facilities funding accumulated in Water Capital Projects 320-320-70-770-72 and Sewer Capital Projects 330-330-60-770-72

Attachments

memo-Magyar Building Purchase

MEMORANDUM

To: Mayor & City Council

From: Gary J. Riedner, City Supervisor

c: Les MacDonald, Public Works Director; Tyler Palmer, Deputy Director-Operations; Sarah Banks, Assistant Finance Director; Jen Pfiffner, Assistant City Supervisor; Mia Vowels, City Attorney

Date: April 13, 2018

Re: Proposed Purchase of Water Department Administration & Office Building

---

The City of Moscow Water & Sewer Departments have occupied the office building located at 201 North Main Street in Moscow (owned by Magyar Investments, Inc.) since 2008. The City leased the building for an initial term of 6 years, and that lease has been renewed on year-to-year extensions since 2013. The annual rate for the current lease is $54,000 per year.

When the City originally leased the building, the location was optimal, as it provided office space in close proximity to the City's Water Operations building and filter plant located at the intersection of "A" and Jackson streets.

The City approached the owner of the building last year to inquire whether the building was available for sale. Both the City and the owner conducted real estate appraisals, which served as the basis for the negotiations. The City conducted a structural inspection of the building and its condition and it has been determined to be structurally sound, although the structural support beams and anchoring system need some repair. There are some maintenance and cosmetic repair matters which have been identified, including a new HVAC system. The cost of these repair and maintenance matters have been taken into consideration in the purchase price. It is estimated that the necessary repairs will cost approximately $80,000.

Magyar investments has offered the building for City purchase for the amount of $422,214.00. Assuming no increase in the current lease rate, and a projected rate of return on investment of 3%, the City will amortize the purchase price of the building in approximately ten years. Based upon the City's occupancy of the building for the past 10 years, and the favorable structural assessment, it should serve the City's current needs for a Water and Sewer office building for many years to come.

Staff is recommending the purchase of the building for the amount of $422,214.00. The recommended source of funding for the purchase will come from the Water Capital Projects and Sewer Capital Projects line items from accumulations for Public Works Facilities.