

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 18, 2020

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. Due to the Governor's Proclamation relating to the conduct of public meetings during the COVID-19 crisis, the meeting will be broadcast and the public is not allowed to attend in person. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Disbursement Report April 2020 - Sarah Banks

Presentation of the Accounts Payable Report for the month ending April 2020.

ACTION: Sign the Disbursements Report for the month of April 2020.

B. Approval of Moscow City Council April 28, 2020 Minutes - Laurie M. Hopkins

Presentation of minutes for review and approval.

ACTION: Approve minutes.

C. Approval of Moscow City Council April 20, 2020 Minutes - Laurie M. Hopkins

Presentation of minutes for review and approval.

ACTION: Approve minutes.

D. Approval of Moscow City Council April 30, 2020 Minutes - Laurie M. Hopkins

Presentation of minutes for review and approval.

ACTION: Approve minutes.

E. Approval of Moscow City Council May 4, 2020 Minutes - Laurie M. Hopkins

Presentation of minutes for review and approval.

ACTION: Approve minutes.

REGULAR AGENDA

2. Resolution Allowing Pullman Moscow Regional Airport to Accept CARES Act Funds (ACTION ITEM) - Gary J. Riedner / Tony Bean

Tony Bean, the Executive Director of the Pullman-Moscow Regional Airport (PMRA) is requesting that the City Council adopt a Resolution allowing PMRA to accept federal Coronavirus Aid, Relief and Economic Security (CARES) funding. PMRA has been notified that CARES Act funding in the amount of \$18,129,792 has been designated for PMRA. The funds are allowed to be used for operations and project match for existing and future FAA grants issued in 2020 as well as the future terminal that is currently in design. These funds are in addition to the AIP (Airport Improvement Program) grant funds, as the CARES funds originated from the General Fund and have no local match. The funds must be used under the FAA Airport Revenue Use Policy as Airport Revenues with receipts, supporting documentation, Federal requirements and draws through the FAA grant system as a reimbursable grant.

PROPOSED ACTIONS: Adopt the Resolution preauthorizing the acceptance of grant monies under the CARES Act providing economic assistance in response to COVID-19 operational impacts, or take such other action deemed appropriate.

3. Moscow Farmers Market 2020 Season Fee Update and Proposal (ACTION ITEM) - Gary J. Riedner / Amanda Argona

The Moscow Farmers Market is a 43-year-old tradition that is operating in a modified capacity this summer due to COVID-19 pandemic. As part of the 2020 season, the Moscow Farmers Market has a delayed start date to open in downtown Moscow on Saturday, June 6th. Several new measures to provide appropriate social distancing and increased safety have been implemented, including limiting vendor types to fresh, perishable agricultural vendors, empty stall assignments between each vendor, and limiting the number of customers in the footprint, etc. The Community Events staff has received feedback from vendors that some are hesitant to participate in the downtown market for many reasons relating to the COVID-19 situation, while also anticipating less patron foot traffic due to the above measures that discourage a linger-longer atmosphere. Given this, staff is recommending a modification to the current fee structure as contained in the attached memo, to reduce barriers to participation while providing relief to these small businesses.

PROPOSED ACTIONS: Approve recommended modification to Farmers Market fee structure for the 2020 season, reject modification, or take other such action deemed appropriate.

4. Moscow Water Department Building Roof Structural Repair Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

The Water/Sewer Administration Building was purchased in 2018. Prior to the purchase, the building was inspected by a structural engineer who identified that there was wood damage to the roof structure that would need to be repaired and that the cost of repair was estimated to be \$75,000. The purchase price was adjusted to reflect the repair cost. The roof repair commenced during the summer of 2019. When the contractor began the repairs, additional structural damage was discovered that had not been identified during the structural engineering assessment, requiring additional repairs beyond what was originally anticipated. Due to the time needed to complete the repair design and approaching winter weather, the City had a temporary waterproof barrier installed until the full repairs could be completed in the spring.

The City sent an electronic solicitation to twelve contractors on April 21, 2020. The consultant structural engineer had not developed an Engineer's Estimate for construction due to the unique geometry of the building's roof and the fluctuation of current market pricing. Bids were opened on Friday, May 1, 2020. Two responsive bids were received, with bids ranging from \$245,400 to \$278,000. Of those, the lowest responsive bid was submitted by Kenaston Corporation with a bid of \$245,000. A complete bid tally is attached.

PROPOSED ACTIONS: Accept the low bid from Kenaston Corporation, award the contract in the amount of \$245,400, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or take such other action deemed appropriate.

5. WRRF Return Line Emergency Repair (ACTION ITEM) - Nate Suhr

Friday (5/8/2020) a leak was discovered in the pressurized return line at the Water Reclamation and Reuse Facility (WRRF). The return line was originally built in 1953 of reinforced concrete pipe and in 2009 the western portion of the line was rerouted to install the addition of a sand filtration system. This line collects all of the untreated effluent from any drained plant operations and returns it to the beginning of the plant for reprocessing. It also collects all wastewater from each of the buildings on site and most critically, the wash water for the filter press. The filter press is critical to plant operations because without the press it is impossible to remove the microorganisms that are accumulating phosphorus and the whole process stream cannot advance. With the return line currently inoperable, WRRF staff is currently bypassing the system with external pumps in order to continue facility operation. Operating in a bypassed state is creating a minor imbalance within the biological system and will need correction within approximately four weeks of operation if a replacement line is not installed by that time.

Inspection of the return line revealed significant defects in the structure of the 67 year-old pipe, and City staff concluded that replacement of the return line with new ductile iron (DI) pressure pipe was necessary. Staff is currently in discussion with suppliers and contractors to determine the most expedient way to procure and install the replacement line. As this is an unanticipated expense, staff is seeking funding authorization not to exceed \$200,000 for the project.

PROPOSED ACTIONS: Authorize staff to administratively accept a responsive low bid---, award the contract in an amount not to exceed \$200,000, and authorize staff approval of construction

change orders in an amount not to exceed 10% of the contract amount (\$20,000 max), or take such other action deemed appropriate.

6. Water Reclamation & Reuse Facility Compliance Update - Kyle Steele / Tyler Palmer

7. Moscow Police Services Facility Bid Award (ACTION ITEM) - Bill Belknap

As the Council is aware, the City has been actively working toward the development to of a new Police Services Facility since 2016, when the City completed a Police Services Facility master plan. The City conducted a successful bond election in May of 2019 which authorized the City to issue general obligation bonds in the amount of \$9.64 million to fund the Police Services Facility construction, as well as the remodel of the current Police Station located on Fourth Street for other City uses and minor repairs/renovations to the Mann Building. The final design of the facility included the primary office and operations building of 15,232 square feet in size and 3,042 square foot storage and evidence processing outbuilding. In January of 2020, the design team prepared an updated construction cost estimate for the final building design which projected an estimated construction cost of \$6,969,782.

The projected was advertised for bid on February 26, with a bid opening date of April 2. Three bids were received with the lowest base bid received at \$7,278,000 from Wellens Farwell Inc. which was 4.4% above the architect's estimate. Since that time, staff and the contractor have identified approximately \$100,000 in additional cost savings that can be achieved without compromising the function or longevity of the facility bringing the base project cost within 3% of the cost estimate. After consideration of the base bid and alternates, staff is recommending the acceptance of Wellens Farwells Inc. base bid (\$7,278,000) and Add Alternate #4 (insulated glazing addition \$11,300) and Add Alternate #8 (gate deduction -\$7,882) for a total bid award in the amount of \$7,281,418, and authorize staff to execute change orders not to exceed 5% of the total contract amount.

PROPOSED ACTIONS: Declare Wellens Farwells Inc. as the low responsible bidder and accept the base bid (\$7,278,000) and Add Alternate #4 (insulated glazing addition \$11,300) and Add Alternate #8 (gate deduction -\$7,882) for a total bid award in the amount of \$7,281,418, approve the associated construction contract, and authorize staff to execute change orders not to exceed 5% of the total contract amount; or take other such action deemed appropriate.

8. Main Street Right-of-Way Discussion and Potential Direction (ACTION ITEM) – Gary J. Riedner

As downtown businesses are working to reopen in accordance with Governor Brad Little's Stay Healthy Order and Idaho Rebounds Plan, staff has been researching the potential for offering businesses some alternatives for temporary use of public right of way (ROW) in the Moscow downtown area to provide additional opportunities for social distancing. Research continues and the Moscow Chamber of Commerce is helping in an effort to reach out to Main Street businesses to obtain feedback. Staff will update the City Council regarding regulatory and permit issues, as well as the status of alternatives and seek Council direction.

PROPOSED ACTION: Provide staff direction.

9. City's COVID-19 Response Report - Gary J. Riedner

ADJOURN

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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 18, 2020



RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report April 2020 - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending April 30, 2020. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,141,905.47.

Payroll	\$1,070,040
Professional Services	\$61,485.00
Sanitation	\$297,836.00
Capital Outlay	\$217,856.00
Capital Outlay - Improvements	\$28,843.00
Capital Outlay - Vehicles	\$95,423.00
Supplies	\$81,359.00
Utilities	\$70,084.00
Contractual Payments	\$92,552.00
ACH Wells Fargo	\$15,759.00
Total	\$2,031,237.00

STAFF RECOMMENDATION

Approve and sign the Disbursements Report for the month of April 2020.

PROPOSED ACTIONS

ACTION: Sign the Disbursements Report for the month of April 2020.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report April 2020
2. Cash & Investments April 2020
3. April 2020 revenue report

DISBURSEMENTS REPORT FOR APRIL 2020															
		ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE	FUND NAME	4/2/2020	4/9/2020	4/13/2020	4/16/2020	4/23/2020	4/23/2020	4/27/2020	4/30/2020	4/13/2020			4/10/2020	4/24/2020	
BATCH #		00001.04.2020	00002.04.2020	00006.04.2020	00004.04.2020	00007.04.2020	00008.04.2020	00009.04.2020	00010.04.2020	4/27/2020 00005.04.2020 00011.04.2020			000100.04.2020	00200.04.2020	
CHECK #'s		94505-94535	94536-94584	94585	94586-94623	94624-94687	94688	94689	94690-94736	April CC ACH			21201-21209	21210-21218	
Fund #															0.00
101	GENERAL	20,204.90	12,673.45		12,587.64	34,260.83	164.00	8.31	35,429.85	5,124.15			311,494.80	327,490.58	759,438.51
105	STREETS	21,681.15	5,156.80		400.23	4,929.97			9,605.02	494.78			25,983.86	26,612.63	94,864.44
120	RECREATION AND CULTURE	8,505.85	7,556.06		3,459.54	8,094.61			8,329.08	2,456.12			60,227.32	48,171.36	146,799.94
121	MSD COMM. PLAY FIELDS	2,354.80	235.99		1,809.99	250.30							297.11	297.11	5,245.30
123	1912 CENTER				7,916.67										7,916.67
128	TRANSIT CENTER	113.75	285.22			16.06									415.03
220	WATER	19,683.69	7,886.23		4,144.81	5,357.73			40,773.46	(882.89)			50,217.70	50,285.14	177,465.87
230	SEWER	22,695.40	19,374.42		1,434.15	24,911.68			22,412.30	290.60			46,904.97	47,155.71	185,179.23
240	SANITATION		455.00		89,413.73	190,800.04				55.12			5,439.04	5,586.36	291,749.29
290	FLEET	1,721.87	9,768.52		14,465.30	17,835.33			86,859.23	140.18			11,800.17	11,927.52	154,518.12
295	INFORMATION SYSTEMS				3,151.11	18,805.81				8,080.71			20,091.30	20,057.18	70,186.11
320	WATER CAPITAL PROJECTS			124,163.40		28,843.07									153,006.47
330	SEWER CAPITAL PROJECTS														0.00
340	SANITATION CAPITAL PROJ														0.00
350	CAPITAL PROJECTS		42,718.17		16,169.65	29,500.00			6,732.67						95,120.49
355	LID CONSTRUCTION														0.00
380	HAMILTON - PARKS & REC														0.00
590	BONDS & INTEREST														0.00
	TOTAL	96,961.41	106,109.86	124,163.40	154,952.82	363,605.43	164.00	8.31	210,141.61	15,758.77		0.00	532,456.27	537,583.59	2,141,905.47

WIRE Transfers:

Brandy Sullivan

Gina Taruscio

Sandra Kelly

Sarah L. Banks, Finance Director

City of Moscow
Cash and Investments
Balances as of 4/30/2020

Fund		Year to Date Balance
General Fund	\$	6,436,381.26
Street Fund	\$	1,930,112.65
Culture & Recreation	\$	1,348,675.12
MSDCPF	\$	160,736.08
1912 Fund	\$	46,363.49
Transit Center	\$	82,170.93
Water Fund	\$	2,817,407.37
Sewer / WRRF	\$	4,965,977.30
Sanitation Fund	\$	2,753,562.61
Fleet Fund	\$	3,246,214.69
Information Systems	\$	2,229,198.34
Water Capital	\$	7,934,832.20
Sewer Capital	\$	11,607,338.89
Capital Projects	\$	12,639,643.08
Sanitation Capital	\$	6,020,734.24
LID construction	\$	78,182.28
Hamilton	\$	2,318,204.81
Bond & Interest	\$	471,048.21
LID Funds	\$	25,124.55
Payroll Service	\$	519,863.32
Total Cash & Investments	\$	67,631,771.42

RECEIPTS REPORT FOR April 2020

	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	27,809.31	107,305.51	53,113.67	383,614.39	134,797.24	3,394.81	53,580.16	23,264.50	0.00	4,320.67	791,200.26
105	STREETS	3,749.25	0.00	0.00	305,313.98	24,257.11	0.00	0.00	-300.00	0.00	0.00	333,020.34
120	RECREATION AND CULTURE	0.00	0.00	75.00	540.00	4,024.50	0.00	0.00	-200.00	100.00	15.00	4,554.50
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,405.12	0.00	0.00	0.00	0.00	0.00	0.00	5,405.12
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,438.71	0.00	0.00	0.00	0.00	0.00	1,438.71
220	WATER	0.00	0.00	0.00	0.00	430,601.95	0.00	14,012.60	0.00	0.00	0.00	444,614.55
230	SEWER	0.00	0.00	0.00	0.00	889,318.25	0.00	3,234.48	126.36	0.00	0.00	892,679.09
240	SANITATION	0.00	0.00	0.00	0.00	389,696.36	0.00	0.00	2,000.00	0.00	0.00	391,696.36
290	FLEET	0.00	0.00	0.00	0.00	96,884.66	0.00	0.00	0.00	0.00	0.00	96,884.66
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	117,298.00	0.00	0.00	743.25	0.00	0.00	118,041.25
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	5,159.91	0.00	0.00	12,772.06	1,264,000.00	0.00	1,185.84	1,283,117.81
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,150.78	0.00	0.00	0.00	3,150.78
590	BOND & INTEREST	4,481.20	0.00	0.00	0.00	0.00	0.00	588.69	0.00	0.00	0.00	5,069.89
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	36,039.76	107,305.51	53,188.67	700,033.40	2,088,316.78	3,394.81	87,338.77	1,289,634.11	100.00	5,521.51	4,370,873.32

Moscow City Council



Special Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday, April 28, 2020

4:00 PM

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

The meeting was called to order at 4:00 p.m. All those present for the meeting participated by video.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Jen Pfiffner, Tyler Palmer, Zack Ellis, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Mayor Lambert led the Pledge of Allegiance.

REGULAR AGENDA

1. COVID-19 Response Review and Discussion (ACTION ITEM) - Gary J. Riedner

Residents and businesses of the City of Moscow continue to comply with Governor Brad Little's Order to Self-Isolate through April 30, 2020, issued by Idaho Department of Health and Welfare Director Dave Jeppeson as amended on April 15, 2020, and the Public Health Emergency Orders 20-01 and 20-02, issued by Mayor Bill Lambert and extended to May 5, 2020 by the Moscow City Council through Resolutions 2020-06 and 2020-07.

On April 23, 2020, Governor Little held a press conference and issued his "Idaho Rebounds Guidelines for Opening Up Idaho", which describes the current stage of the State's COVID-19 response, referencing the current Order to Self-Isolate. The plan then describes four distinct stages which provide a protocol for opening the economy for the state. Each stage is dependent upon the criteria of the previous stage being met, and sets targets for reopening and/or regulation of different types of activities in order to provide a return to economic activities, while protecting the public from the spread of COVID-19. Each stage of the plan will be re-evaluated every two weeks "against criteria to determine feasibility to advance from one stage to the next". The plan also states that the dates are estimated targets.

The City of Moscow's Public Health Emergency Orders are in place until expiration on May 5, 2020, unless modified, extended or terminated by the City Council through adoption of a Resolution to that effect. At the time the Mayor issued Public Health Emergency Orders 20-01 and 20-02, and those Orders were extended by the Moscow City Council through Resolutions 2020-06 and 2020-07, the Governor had not issued the Order to Self-Isolate, which was issued on March 25, 2020, and was effective until 11:59 pm on April 15, 2020, unless extended or modified. On April 15, 2020, the Order to Self-Isolate was extended until 11:59 pm on April 30. Stage 1 of the Governor's Idaho Rebounds Guidelines for Opening Up Idaho starts on May 1, 2020 and Stage 4 is expected to complete on June 26, 2020.

In light of the issuance by Governor Little of the Idaho Rebounds plan, the City Council may elect to review and modify, terminate or extend its current Resolutions 2020-06 and 2020-07.

PROPOSED ACTIONS: Review Governor Little's Rebound Idaho plan and determine whether to modify, extend, or terminate Resolutions 2020-06 and 2020-07; or to leave such Resolutions to expire on May 5, 2020; or take such other action deemed appropriate.

Riedner introduced the item as written above. The guidelines issued by the governor are currently only guidelines and are not enforceable. Further guidance will be given by the governor Thursday. Staff is now recommending tabling this issue to a special meeting to take place April 30 at 5:00 p.m. By that time the governor will have issued the additional order and council can make a decision to terminate, modify, or leave the current emergency orders alone. Carol Moehrle thanked the Mayor and the Council for their leadership early in the COVID situation. The stages go through the end of June with gatherings rolling out slowly and social distancing lasting quite awhile. Moehrle described the four stages. Plans are submitted to the local health department unless that business has a licensing entity through the state, which then the local health department is only a guide to assist opening safely.

If Idaho opens and then has to close again, Laflin is concerned that going backwards will be difficult to implement. Moehrle agrees, if there is only guidance, she anticipates businesses "foregoing" the guidance. Laflin suggested the health department create some advertisements for promoting wearing masks.

Bettge commented the protocols in the four-stage recovery says "no significant increase". Significant is difficult to define as one person in Latah County would be 20% but in Nez Perce County it would be less than 2%. How is the word significant being judged and should it be based on entire state or regionally? Bettge's other concern is availability of testing. Moehrle agreed there are a few words not defined in the stages nor are there any metrics set. For her, significant would be a cluster, not one person. Latah County does not have any community spread in the five cases to date. The State of Idaho follows the CDC recommendation for testing and reality is there is not enough testing in most states. Sullivan asked about county to county consideration. Moehrle said for now the governor's approach is state-wide. Nez Perce is being looked at very closely by public health but because it is a senior facility, the risk is slow. Restaurants, daycares and schools have a checklist of items to include in their plans to turn into public health. If there is a licensing entity for the business, there is no plan required. The health department is there for guidance and is posting some suggestions such as limiting interactions, masks, temperatures, etc. Kelly asked what the next step would be if a business had an approved plan but was not following the guidelines. Moehrle said for daycares, there is a formal complaint process. Taruscio asked about enforcement when it is guidance. Moehrle agreed guidance is not enforceable. Bautista agrees guidance is guidance and police force shouldn't be used when it isn't enforceable.

Riedner said the Governor will have a conference call with the Mayor's of Idaho Wednesday and a press conference Thursday where further information will be given. The Governor did talk with the AARP today where he indicated further discussion will take place, which you can presume will be regarding enforcement. Staff proposes a 5:00 p.m. special meeting Thursday. Sullivan moved to table the meeting until 5:00 p.m. Thursday, April 30, 2020. Seconded by Taruscio. Laflin said she has a concern that phase one begins on May 1 which allows no time for businesses to prepare. Sullivan

added that she did not realize Rebound Idaho is not an order or enforceable and that changes a lot. If the governor makes an order Thursday, the council is right where we thought we would be. Riedner said staff expected an order but the phases are guidelines. Council's emergency order is still in effect until Monday. Delaying a vote on the current resolution until Thursday puts the council in the same position they are in now. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Discussion ensued regarding the time of the meeting on Thursday.

2. Update on City Operations Due to COVID-19 Response (ACTION ITEM) - Gary J. Riedner

City Staff will discuss preliminary plans and updates relating to continuity of City operations as a result of Governor Little's Rebound Idaho plan and City Council direction regarding its Resolutions 2020-06 and 2020-07, extending Mayor Lambert's Public Health Emergency Orders 20-01 and 20-02.

PROPOSED ACTIONS: Receive updates and provide staff direction.

Riedner said there have been many questions about the city reopening and specific items such as playgrounds and such. Playgrounds would not be available to open under the governor's order until Thursday night. However, the staged guidance doesn't allow them to open until the first stage. Youth activities is not defined very well in the guidelines but protocols should be issued Thursday by the governor's office. Staff is looking into how to open youth activities and playgrounds legally as the guidelines say social distancing must continue. The city attorney and Parks and Recreation department is currently working on the issue. The swimming pool is another discussion where staff is exploring ways to open if directed to. Staff has been working on a soft opening of City facilities, also a phased approach. Ideas included in this phased approach is requiring masks be worn in City Hall, cleaning routines, minimizing employees in the same office, social distancing, shields for desks, continuing at-home work for some employees, and online services as much as possible. Anticipation for soft reopening on May 6 for City Hall. By end of June, City should be back to the new normal.

ADJOURN

The meeting adjourned at 5:26 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, April 20, 2020

7:00 PM

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

The meeting was called to order at 7:00 p.m. All attended via video.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Tyler Palmer, Jen Pfiffner, Scott Bontrager, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Lambert led the Pledge of Allegiance.

Mayor Lambert said Item 3 Resolution Allowing Pullman Moscow Regional Airport to Accept CARES Act Funds was being removed from the agenda. Not enough information and will come forward at a future meeting.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council April 6, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. Disbursement Report March 2020 - Sarah Banks

Presentation of the Accounts Payable Report for the month ending March, 2020.

ACTION: Approve and sign the Disbursements Report for the month of March, 2020.

C. Second Quarter Financial Report January 1, 2020 to March 31, 2020 for FY2020 - Sarah Banks

Presentation of the financial report for the second quarter of Fiscal Year 2020 (January 1, 2020 to March 31, 2020).

ACTION: Approve the FY2020 Second Quarter Report.

Bettge moved and Zabala seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Idaho Department of Environmental Quality Revolving Loan Fund Phase I Revenue Bond Ordinance Approval (ACTION ITEM) - Bill Belknap

After receiving approval by judicial confirmation for a number of necessary water system improvements in 2014, the City applied for and received \$4.3M in funding from DEQ's Revolving Loan Fund (RFL) and commenced with design of the initial phase (Phase 1) of the Subject Improvements which included drilling Well #10 (not including production development) and the construction of three of the six booster stations (Vista, Taylor and White). Phase I of the project is now complete and the City needs to convert the construction loan to revenue bonds in accordance with the DEQ Loan offer. The revenue bonds would carry a term of 20 years and an annual interest rate of 2.25 percent which will be repaid with water utility revenues. In order to issue the revenue bonds, the City Council is required to pass two bond ordinances including the master bond ordinance that provides the general authority and terms of the revenue bond issuance including any covenants, reserve funds and other conditions, and the supplemental bond ordinance that details to specific financial terms of the bonds and the amortization schedule. The City Bond Counsel has prepared the bond ordinances for the Council's approval. After approval, the final bond instruments will be prepared with a projected closing date of May 12, 2020.

PROPOSED ACTIONS: Approve the Master Bond Ordinance #2020-04 and Supplemental Bond Ordinance #2020-05 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.

In 2012, the City completed a Comprehensive Water System Plan which identified several water system deficiencies including source redundancy and areas of inadequate fire flow. The City prioritized several improvements to address these deficiencies and meet DEQ system requirements. Belknap continued as described above and clarified there were six water booster stations, but two stations were consolidated into one.

Bettge moved and Sullivan seconded to approve the Master Bond Ordinance #2020-04 and Supplemental Bond Ordinance #2020-05 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2020-04:

AN ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE BONDS FROM TIME TO TIME TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; DESIGNATING CERTAIN FUNDS AND ACCOUNTS OF THE CITY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Mayor Lambert read Ordinance 2020-05:

A SUPPLEMENTAL ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO,

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S WATER REVENUE BOND, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$4,300,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2020 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING NET REVENUES FOR PAYMENT OF THE SERIES 2020 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2020 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

3. ~~Resolution Allowing Pullman Moscow Regional Airport to Accept CARES Act Funds (ACTION ITEM) — Tony Bean~~

~~Tony Bean, the Executive Director of the Pullman Moscow Regional Airport (PMRA) is requesting that the City Council adopt a Resolution allowing PMRA to accept federal Coronavirus Aid, Relief and Economic Security (CARES) funding. PMRA has been notified that CARES Act funding in the amount of \$18,129,792 has been designated for PMRA. The funds are allowed to be used for operations and project match for existing and future FAA grants issued in 2020 as well as the future terminal that is currently in design. These funds are in addition to the AIP (Airport Improvement Program) grant funds, as the CARES funds originated from the General Fund and have no local match. The funds must be used under the FAA Airport Revenue Use Policy as Airport Revenues with receipts, supporting documentation, Federal requirements and draws through the FAA grant system as a reimbursable grant.~~

~~**PROPOSED ACTIONS:** Adopt the Resolution preauthorizing the acceptance of grant monies under the CARES Act providing economic assistance in response to COVID-19 operational impacts, or take such other action deemed appropriate.~~

4. North Main Beautification Project Bid Result and Contract Award (ACTION ITEM) - Nate Suhr

The 2020 City of Moscow North Couplet Beautification Project will prepare the area of C and Main Street for the installation of a metal three-dimensional sculpture public art piece entitled "The Homecoming". The project includes installation of ADA compliant pedestrian ramps, curb extensions, electric and water service, and storm drainage, and replaces non-compliant sidewalks and driveway approaches. A concrete planter to shield pedestrians from vehicles will also be constructed. The public art piece and additional beautification projects, including additional sidewalk replacement and the installation of street trees throughout the corridor will be completed at a later date. The City issued an electronic bid solicitation to five area contractors on March 20, 2020 and the Engineer's estimate for the project was \$89,057. Two responsive bids were received on April 3, 2020, with bids ranging from \$88,714 to \$92,772. Of those, Germer Construction of Moscow, Idaho submitted the low bid on the project of \$88,714. A complete bid tabulation is attached.

PROPOSED ACTIONS: Accept the low bid from Germer Construction, Inc., award the contract in the amount of \$88,714.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$8,871.40), or take such other action deemed appropriate.

Entryway appearance was identified as an area of concern within the 2013 City Council Goals. With the formation of a steering committee, the city was broke into four (4) quadrants and identified eight

(8) areas of concern. Public outreach meetings were held in which concept sketches were generated based on public input. The 2013 beautification goal was approved as part of the Strategic Plan in 2015 but there were difficulties securing funding and a bid overrun in 2016 caused construction delays. The project is now scheduled to coordinate with the installation of the public art piece entitled “The Homecoming” in the northern quadrant at C and Main Street location. Suhr continued his presentation as described above. Riedner shared there was an online petition being circulated asking the council not to proceed with this due to the word “beautification” in the title of the item. The project has been a priority since 2013. The public art portion was approved by the City Council on December 19, is being constructed for no more than \$40,000 with specific 1% art fund collected by public projects, and has no improvements other than extension of the electrical and water service at minimal cost. The Water Department will be working with the artist to wisescape the area but required temporary irrigation while the plants are still susceptible to drought. Because the area is not ADA compliant, it makes it a good candidate for improvements with or without the public art installation.

Taruscio moved to accept the low bid from Germer Construction, Inc, award the contract in the amount of \$88,714.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$8,871.40). Bettge seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

5. Almon Street Reconstruction - 2020 Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

The Almon Street Reconstruction project includes the reconstruction of Almon Street (Third St to 'A' St) and First Street (Almon St to Jackson St). The Base Bid consists of the full replacement of Almon Street pavement, select removal and replacement of curb and sidewalk, and the construction of a concrete bulb-out located on the west side of Almon Street near the intersection of First and Almon. The Add Alternate bid consists of the full replacement of First Street pavement and select removal and replacement of curb and sidewalk. Driveway approaches will be removed and replaced as needed along both streets and all pedestrian curb ramps will be brought into current ADA compliance. The City published an advertisement for bids on March 21, 2020 and the Engineer's estimate for construction is \$273,283.89 for Base Bid and \$89,156.11 for Add Alternate.

Bids were opened on Tuesday, April 7, 2020. Three responsive bids were received, with Base Bids ranging from \$233,769.10 to \$251,054.48 and Add Alternate bids ranging from \$76,201.00 to \$87,567.20. Of those, the lowest responsive bid was submitted by Motley-Motley with a Base Bid of \$233,769.10 and an Add Alternate bid of \$76,201.00. A complete Bid Tabulation is attached.

PROPOSED ACTIONS: Accept the low bid from Motley-Motley, award the contract for both the base bid and bid alternate in the amount of \$309,970.10, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or take such other action deemed appropriate.

With the assistance of a consultant, a roadway survey is completed approximately every three years and sections throughout the city are rated. Any rating below 25 is more or less a complete rebuild. The segment of Almon Street for this project has a rating of 11.3 out of 100. Bontrager went through details of the project and the bid results as described above. A full analysis of utilities in the area determined good drainage and no need to replace. The bike lanes connect to Lillian Otness park and continues. The bid from Motley-Motley was a better bid as they are already contracted for a project in the area.

Bettge moved to accept the low bid from Motley-Motley, award the contract for both the base bid and bid alternate in the amount of \$309,970.10, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Indian Hills East Addition Final Plat and Final PUD (ACTION ITEM) - Mike Ray

On June 17, 2019 Moscow City Council approved the Indian Hills East Addition preliminary plat with two conditions and approved the Indian Hills East Addition Planned Unit Development (PUD) with no conditions. On February 24, 2020 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final plat and PUD on March 11, 2020 and recommended approval to City Council.

PROPOSED ACTIONS: Approve the Indian Hills East Final Plat and Final PUD; or take such other action deemed appropriate.

Ray introduced the item as written above and described the neighborhood and the house designs. This plat and PUD targets affordable homes at a resale of \$225,000 to \$250,000. Ray spoke on private parking, public parking and parking standards. Bettge moved, Taruscio seconded, to approve the Indian Hills East Final Plat and Final PUD. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Indian Hills East Development Agreement (ACTION ITEM) - Bob Buvel

Noel Blum, on behalf of Blum Enterprises – 2, LLC., has submitted to the City a final plat for the development of the property at 1330 Indian Hills Drive, titled Indian Hills East Addition. On June 17, 2019, the City Council approved the preliminary plat for this property. The final plat will be presented for City Council approval on April 20th. If the final plat is approved by City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

PROPOSED ACTIONS: Approve the Development Agreement with Blum Enterprises – 2, LLC. for Indian Hills East Addition; or take such other action deemed appropriate.

Buvel introduced the item as written above. Having no questions, Bettge moved, Kelly seconded to approve the Development Agreement with Blum Enterprises – 2, LLC. for Indian Hills East Addition. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Indian Hills East Monumentation Agreement (ACTION ITEM) - Bob Buvel

Blum Enterprises-2, LLC. is the property owner and developer of the proposed Indian Hills East Addition on the lot currently addressed as 1330 Indian Hills Drive. The subdivision has received preliminary plat approval and the final plat is being presented for City Council consideration at the April 20, 2020 City Council meeting. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

PROPOSED ACTIONS: Approve the monumentation agreement with Blum Enterprises-2, LLC. for Indian Hills East Addition; or take such other action deemed appropriate.

Buvel introduced the item as written above. The deposit is required so that if the developer cannot set the pins, the City can hire someone to do set the pins. Taruscio moved and Laflin seconded to approve the monumentation agreement with Blum Enterprises-2, LLC. for Indian Hills East Addition. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

9. Set FY2021 Budget Hearing Date for August 3, 2020 (ACTION ITEM) - Gary J. Riedner

Per Idaho Code 63-802(A) the City is required to notify Latah County of the public hearing date for the City's annual budget no later than April 30th each year. Staff is requesting that the Council officially set the date so the Notification of Budget Hearing form can be completed and returned to the Latah County Auditor's Office by April 30th.

PROPOSED ACTIONS: Set August 3, 2020 as the public hearing date for the City of Moscow FY2021 budget, or take such other action deemed appropriate.

Riedner explained the Idaho Code requirement and Council had no questions. Sullivan moved, Laflin seconded, to set the August 3, 2020 as the public hearing date for the City of Moscow FY2021 budget. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

10. City's COVID-19 Response Report - Gary J. Riedner

The City is in tier 3 of the response plan. The Mayor's order is in place until May 5. Governor Little extended his emergency order until April 30 which coincides with the federal government regulations. The City implemented an incident action plan and structure which is available for all city employees should it be needed. City offices are closed with some online services available such as online utility billing and construction permitting. Police officers are split into platoons to ensure good hygiene practices and social distancing. City employees that are able to work from home are working remotely. The community garden, yard waste drop off, recycling facilities and the land fill have all been reopened and have implemented practices to social distance. The Farmers Market start date has been delayed until June 6. Artwalk has been rescheduled for September 25. Entertainment in the Park, Mayor's Golf Tournament and Vandal Town Block Party have all been cancelled. The Governor indicated he is looking for steps to reopen the state and that some nonessential services may be allowed to reopen if their products can be provided curb side. Staff is looking at ways employees can interact safely if the restrictions are relaxed. Cloth masks have been purchased and a phase in approach is being developed for when it is safe to return to offices.

Mayor Lambert said Moscow has done very well and promoted donations to the food banks, Poverty on the Palouse, and St. Vincent DePaul.

With school continuing at-home learning, management is being flexible with continuing working remotely for those employees that have children at home. Staff is reviewing a possible pool opening, which will most likely be delayed but anticipate it will open this summer. Staff hopes to have a plan together by the end of the month.

11. Utility Fee Relief Report - Gary J. Riedner

Riedner said staff has been looking at programs in other cities. Moscow services will not be terminated and no late fees will be assessed during the emergency order. Most popular program is a deferment and payback program. The City runs on approximately \$1.4 million a month in utility fees which go directly to operations and capital improvements. Any reduction of those fees will have a

ripple effect through the capital improvement plan. At the Mayor's direction, staff is looking at a program for those businesses directly affected by the order. Donations can be accepted but there is no program on how to administer the funds.

ADJOURN

The meeting adjourned at 8:33 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Thursday, April 30, 2020

5:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 5:00 p.m. All those present for the meeting participated by video.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Jen Pfiffner, Tyler Palmer, Zack Ellis, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Mayor Lambert led the Pledge of Allegiance.

REGULAR AGENDA

Mayor Lambert explained this item was tabled at the April 28, 2020 City Council meeting and is being removed from the table for discussion and possible action.

1. COVID-19 Response Review and Discussion (ACTION ITEM) - Gary J. Riedner

Residents and businesses of the City of Moscow continue to comply with Governor Brad Little's Order to Self-Isolate through April 30, 2020, issued by Idaho Department of Health and Welfare Director Dave Jeppeson as amended on April 15, 2020, and the Public Health Emergency Orders 20-01 and 20-02, issued by Mayor Bill Lambert and extended to May 5, 2020 by the Moscow City Council through Resolutions 2020-06 and 2020-07.

On April 23, 2020, Governor Little held a press conference and issued his "Idaho Rebounds Guidelines for Opening Up Idaho", which describes the current stage of the State's COVID-19 response, referencing the current Order to Self-Isolate. The plan then describes four distinct stages which provide a protocol for opening the economy for the state. Each stage is dependent upon the criteria of the previous stage being met, and sets targets for reopening and/or regulation of different types of activities in order to provide a return to economic activities, while protecting the public from the spread of COVID-19. Each stage of the plan will be re-evaluated every two weeks "against criteria to determine feasibility to advance from one stage to the next". The plan also states that the dates are estimated targets.

The City of Moscow's Public Health Emergency Orders are in place until expiration on May 5, 2020, unless modified, extended or terminated by the City Council through adoption of a Resolution to that effect. At the time the Mayor issued Public Health Emergency Orders 20-01 and 20-02, and those Orders were extended by the Moscow City Council through Resolutions 2020-06 and 2020-07, the Governor had not issued the Order to Self-Isolate, which was issued on March 25, 2020, and was effective until 11:59 pm on April 15, 2020, unless extended or modified. On April 15, 2020, the Order to Self-Isolate was extended until 11:59 pm on April 30. Stage 1 of the Governor's Idaho

Rebounds Guidelines for Opening Up Idaho starts on May 1, 2020 and Stage 4 is expected to complete on June 26, 2020.

The current Guidelines for Opening Up Idaho or Idaho Rebounds Plan are guidelines and the Governor has indicated that he will provide an order on Thursday, April 30, 2020. When that order is issued by the Governor, the City Council may elect to review and modify, terminate or extend its current Resolutions 2020-06 and 2020-07.

PROPOSED ACTIONS: Review Governor Little's Rebound Idaho order and determine whether to modify, extend, or terminate Resolutions 2020-06 and 2020-07; or to leave such Resolutions to expire on May 5, 2020; or take such other action deemed appropriate.

Riedner said Governor Little issued the Stay Healthy order and protocols. Because staff didn't know what the order would say, a resolution was drafted. Riedner also said a new proposed action was created that would include the termination of Resolution 2020-05 as well. The draft resolution that would terminate resolutions 2020-05, 06, 07 was sent to Council earlier today.

Riedner read through the stages of the order. Governor Little issued advisories as well, which Riedner read. Mayor said Lambert said item 12 states every county and city must post the order on their website, post it at each county court house or city hall, and by providing a copy to any citizen that would like one.

Bettge thanked the citizens for their good work and is in support of terminating the three resolutions. Sullivan said cities have no choice but to follow the order. She feels the governor's advisory group has a great diversity of experts and doesn't think she can find any more valid information by looking online. She feels it is appropriate to discontinue the resolutions now, which would be replaced by the governor's order. Laflin encouraged businesses and patrons to follow the "should's" not just the "shall's". Owners and patrons need to feel confident they are safe. Kelly said it is easy to jump out and throw caution to the wind. She is relieved there are only five cases and no community spread. She congratulated everyone in the City for everything they have done to assist with that. Taruscio echo's everyone's sentiments. She feels this could be awkward but will get us from stage to stage and show accomplishments. Zabala also echo's the Council comments and appreciates all the sacrifices citizens have made. Sullivan feels finish line is in sight but still need everyone to do their part for this is a temporary situation.

Taruscio moved to terminate Resolutions 2020-05, 2020-06 and 2020-07 and adopt a resolution of termination. Laflin seconded.

Sullivan asked the Council to discuss adding something in Section 2 of the resolution to make it stronger. Riedner said citizens must follow the rebound order whether it is in the resolution or not. If a reference to the order is made, the order would need to be attached. Laflin suggested adding Section 7 of the Stay Home Order to Section 2 of the resolution.

Riedner advised the Council they can pass the resolution with direction that staff replace Section 2 with a recital from rebound Section 7. He read that recital of section 7 of the rebound plan. Taruscio agreed to amend her motion to add the recital. Laflin offered the option of adding the entirety of Section 7 of the rebound plan. Sullivan feels there is value to adding the entire section even though it is somewhat repetitious. While they understand they are not binding orders, they are protocols to be successful.

Taruscio, agree to amend her motion to include all of Section 7. Laflin agreed to the amendment.
Riedner read Section 7.d.

Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor thanked staff, City Council members and the citizens of Moscow.

ADJOURN

The meeting adjourned at 5:38 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, May 4, 2020

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 p.m. All those present for the meeting participated by video.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Tyler Palmer, Mike Ray, David Schott, Nate Suhr, Aimee Hennrichs, Zach Ellis, Kyle Steele, Bob Buvel, Mike Ray, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Mayor Lambert led the Pledge of Allegiance.

Mayor Lambert said Item 1 – Public Hearing: Howard Street Right-of-Way Vacation was being removed from the agenda and will come forward at a future meeting.

REGULAR AGENDA

1. Public Hearing: Howard Street Right of Way Vacation (ACTION ITEM) – Bob Buvel

On December 9, 2019, the City received a letter requesting the vacation of a portion of the Howard Street right of way (ROW) located south of Homestead Street and north of East E Street. A copy of the letter is included in the packet. The request was made by Mr. Neil Brown, who is the owner of 704/706 East E Street, which abuts the subject property. A vicinity map of the proposed vacation area is shown on the Notice of Public Hearing attached herein. The notice of the hearing was advertised in the newspaper of record and mailed to properties within 300 feet of the subject ROW. Due to the COVID-19 orders restricting gatherings of groups of more than ten, public comment was encouraged to be sent by email in advance of the meeting. All comments received thus far are attached. The petitioner's request is also attached for review. The franchised utilities were notified of the application for the vacation. A copy of a draft ordinance vacating a portion of the Howard Street ROW is attached for Council review.

PROPOSED ACTIONS: Hold a public hearing pursuant to the revised procedures adopted in light of the COVID-19 pandemic response, to accept public testimony on the matter of the Howard Street ROW Vacation request by way of receiving emails and letters in advance of the hearing, consider such testimony, and approve the vacation request by adoption of the Ordinance under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary; or consider the Ordinance on first reading; or deny the vacation request; or take such other action deemed appropriate.

2. 1110 S Main Street Lot Division (ACTION ITEM) - Aimee Hennrich

The applicant, Justin Sult, is requesting a lot division for an existing lot of approximately 60,057 square feet in size located at 1110 S. Main St. The applicant is requesting the lot division in order to create two lots of approximately 51,833 square feet and 8,224 square feet in size. The intent of the lot division is to create a new separate lot containing two existing duplexes. The subject property is located within the Multiple Family (R-4) Zoning District which requires a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for two family dwellings. Both proposed lots meet the minimum lot area and width requirements of the R-4 Zone. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

PROPOSED ACTIONS: Approve the lot division request with no conditions, approve the lot division with conditions, or take such other action deemed appropriate.

Hennrich introduced the item as written above. The Council had no questions. Bettge moved to approve the lot division request with no conditions. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

3. Paradise View Addition Final Subdivision Plat (ACTION ITEM) - Mike Ray

On August 19, 2019 Moscow City Council approved the request of the Moscow Affordable Housing Trust for Paradise View Addition preliminary plat with no conditions. On February 7, 2020 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final plat on March 11, 2020 and recommended approval to City Council.

PROPOSED ACTIONS: Approve the Paradise View Addition Final Plat; or take such other action deemed appropriate.

Ray introduced the item and described the surrounding area, including utilities. Bettge moved to approve the Paradise View Additions Final Plat. Seconded by Laflin. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

4. Paradise View Addition Development Agreement (ACTION ITEM) - Bob Buvel

Nils Peterson, on behalf of Moscow Affordable Housing Trust, has submitted to the City a final plat for the development of the property at 1924 Nursery Street. On August 19, 2019 The City Council approved the preliminary plat for this property. The final plat is titled Paradise View Addition and will be presented for City Council approval on May 4th. If the final plat is approved by City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

PROPOSED ACTIONS: Approve the Development Agreement with Moscow Affordable Housing Trust for Paradise View Addition, or take such other action deemed appropriate.

Buvel introduced the item as written above. Public improvements are in conjunction with the phases of the development. Bettge moved and Sullivan seconded to approve the development agreement with Moscow Affordable Housing Trust for Paradise View Addition. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

5. Paradise View Addition Monumentation Agreement (ACTION ITEM) - Bob Buvel

Moscow Affordable Housing Trust is the property owner and developer of the proposed Paradise View Addition on the lot currently addressed as 1924 Nursery Street. The subdivision has received preliminary plat approval and is being presented for City Council consideration at the May 4, 2020 City Council meeting. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

PROPOSED ACTIONS: Approve the monumentation agreement with Moscow Affordable Housing Trust for Paradise View Addition; or take such other action deemed appropriate.

Buvel introduced the item as written above. Council had no questions. Taruscio moved and Laflin seconded to approve the monumentation agreement with Moscow Affordable Housing Trust for Paradise View Addition. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Itani Park Pathway Phase II Bid Result and Contract Award (ACTION ITEM) - Nate Suhr

The 2020 City of Moscow Itani Park Pathway Phase II Project will install 200 feet of 6-foot wide pathway connecting Itani Park northward to Crestview Drive. This project consists of excavation, grading, curb and sidewalk replacement, sidewalk installation, storm drain installation, and associated work. The City sent an electronic bid solicitation to five contractors on April 16th, 2020 with an Engineer's estimate for the project of \$33,196.75. Bids were opened on Friday, April 24, 2020. Two responsive bids were received, and Germer Construction of Moscow, Idaho submitted the low bid on the project of \$43,545.00.

PROPOSED ACTIONS: Accept the low bid from Germer Construction, Inc., and award the contract in the amount of \$43,545.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$4,354.50), or take such other action deemed appropriate.

Suhr introduced the item as written above. No lighting is included in this project but can be added later. The budgeted amount was estimated high in case design needed to be outsourced. Sullivan moved to accept the low bid from Germer Construction, Inc and award the contract in the amount of \$43,545.00 and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$4,354.50). Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Rotary Park Equipment Pad Bid Result and Contract Award (ACTION ITEM) - Nate Suhr

The Rotary Park Equipment Pad - 2020 Project will prepare the southeast playground at Jim Lyle Rotary Park located at the corner of "F" Street and Orchard Avenue for the installation of a new playground structure. This project also includes the installation of 126 feet of ADA compliant sidewalk. An Additional Alternative bid item for the removal of the playground equipment was also included in the project scope. The Engineer's estimate for the Base Bid was \$59,548.00 and \$12,000 for the Add/Alternative Bid, for a total of \$71,548.00. Two (2) responsive bids were received and the lowest responsive bid was submitted by Knox Concrete LLC. with a Base Bid of \$82,252.00 and an Add Alternate bid of \$5,000.

PROPOSED ACTIONS: Accept the low bid from Knox Concrete LLC, and award the contract in

the amount of \$82,252.00 for Base Bid only, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$8,225.20), or take such other action deemed appropriate.

Suhr introduced the item as written above. The project budget allowed for the parks staff to remove the playground equipment if the bids were not favorable. Both bids came in above the budget as well as the engineers estimate. Staff recommends rejecting the add alternate to save \$5,000. Another way to reduce costs was to repair versus replace the ground cover. A ground protection option is ten times the cost of the repair option. Staff negotiated with the low bidder and agreed to a repair option which comes to a savings of approximately \$9,000. Another cost saving option is to keep unit amounts as low as possible. With all these savings, staff anticipates project cost to be in a \$67,000 to \$73,000 range. The saving options can be done by change order if the contract is awarded by Council. The playground equipment will have ADA components. The ground repair duties will be shared between contractor and City. Playground equipment becomes unsafe and brittle, and liability is high for reuse. Playground equipment has a lifespan of approximately 20-30 years.

Bettge moved and Taruscio seconded to accept the low bid from Knox Concrete, LLC, and award the contract in the amount of \$82,252.00 for Base Bid only, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$8,225.20). Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Ordinance Amending Title 5, Chapter 4 Moscow City Code Regarding Water Regulations (ACTION ITEM) - Tyler Palmer / Kyle Steele

Moscow City Code Title 5, Chapter 4 (Water Regulations) specifies a number of provisions concerning the supply of water to each residence and business that connects to the water system. These proposed changes help provide clarity and flexibility for property owners when determining water meter requirements for remodels and development. Under the proposed update, City staff will be able to work with property owners to determine the best metering approach for a property, rather than requiring distinct meters for spaces where it may not be necessary.

The proposed update provides a clear policy concerning connections to the City's public drinking water system and requirements for installation to water meters. Also included in this update are classifications of use and specific installations, an option for relocation and abandonment, up-sizing and down-sizing, and temporary suspension.

PROPOSED ACTIONS: Approve the proposed Ordinance 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; or reject the Ordinance; or take such other action deemed appropriate.

Palmer introduced the item as written above. This update brings the code up to how development is happening now, such as mixed use. Steele went through all the changes to the code. Mobile home park installation has a single meter with multiple units. The City meters at the point of the City system and the private party so there is a clear delineation. Also addressed in the update is a single feedline to a single meter. Some buildings currently have intertied plumbing with multiple meters. If there needs to be a shut down and staff doesn't know which meter serves which area, it becomes a real problem. A meter needs to be dedicated to something and not intertwined in order to make it clear for maintenance

and repairs. Another change o the code will allow an owner of a mixed-use building to have one meter or a separate connection for each tenant.

Taruscio moved to approve the proposed Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Sullivan seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2020-06:

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 5, CHAPTER 4, RELATING TO WATER REGULATIONS; 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.

9. 2020 Water-Sewer Rate Study Discussion and Recommendation (ACTION ITEM) - Gary J. Riedner

Staff has been working with FCS Group, the consultants who have conducted the last two utility rate studies for the City of Moscow. The last rate study was completed in 2013 and rates were implemented by the City Council based upon the conclusions of the rate study. Water and sewer capital improvement plans have been updated with cost elements reflective of today's market. The Capital Improvement Plan, along with the departmental operations plans, Comprehensive Water System Plan, Comprehensive Sewer System Plan and the City's Facilities Plan, comprise the information upon which the financial needs of the utilities are based. These plans are analyzed and the rates (or fees) for services are recommended based upon those needs. The recommended rates are then presented to a Citizens' Rate Committee who reviews the proposed rates. Upon completion of this process, the proposed rates are forwarded to City Council for consideration and implementation in the upcoming budget year. Although work on the rate study has been further hampered by the COVID-19 outbreak, we need to move the process forward so that we have recommended rates for the Council to implement in the FY2021 budget. We are prepared to empanel the Citizens' Rate Study Committee to conduct their review. These are concepts that we would generally bring to City Council in a workshop setting. Since the COVID-19 outbreak has resulted in social distancing and fewer public meetings, staff has put together a video explaining the proposal, which has been made available Council members, and which then can serve as a reference moving forward with our Citizens' Rate Study Committee. The link to that video is:

<https://youtu.be/b8ohQJMAoN8>

PROPOSED ACTIONS: Authorize staff to proceed with the proposed changes to business classifications in the sewer rate and proceed with the Citizens' Rate Committee process; or take such other action deemed appropriate.

Riedner introduced the item as written above and described the sewer rate tiers and examples of different ratepayers and the effect of sewer. A conservative approach to a utility is having a base rate because it is money you can count on. A tiered rate based on consumption can vary because a resident can use less, pay less, by conserving. There needs to be a balanced approach to both base and consumption. The current structure has eight commercial rates and the proposal is to cut it back to three, based on sewer discharge so there is equity in the rates.

Sewer cannot be metered like water can. It requires extensive testing to know how much pressure an entity is putting on the treatment plant. National testing was done and percentages determined and found consistencies to establish sewer rates for particular types of businesses. The Committee will be a broad perspective of members and will review and refine the three rates, keeping the capital improvement plan in the discussion.

Sullivan moved to authorize staff to proceed with the proposed changes to business classifications in the sewer rate and proceed with the Citizens Rate Committee process. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

10. City's COVID-19 Response Report - Gary J. Riedner

Riedner reported with the Governor's Stay Healthy order and guidelines for Rebound, staff was charged with creating reopening protocols for City staff and buildings. Safety of staff and citizens is top priority for the reengagement. Playgrounds are scheduled to open in stage 2 and staff is looking at when youth activities and use of playfields, including restrooms could open safely. City Hall and the Police Department lobby should open this Wednesday with a mask protocol of required if closer than six feet and also when meeting with the public. Mask dispensers are by the entry doors. Many employees have been working remotely and guidelines say if possible to do so, continue until the end of June. The Marines of the Palouse donated 300 disposable masks to be used at City Hall

ADJOURN

The meeting adjourned at 9:01 p.m.

ATTEST:

Bill Lambert, Mayor

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, May 18, 2020



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Resolution Allowing Pullman Moscow Regional Airport to Accept CARES Act Funds (ACTION ITEM)
- Gary J. Riedner / Tony Bean

DESCRIPTION

Tony Bean, the Executive Director of the Pullman-Moscow Regional Airport (PMRA) is requesting that the City Council adopt a Resolution allowing PMRA to accept federal Coronavirus Aid, Relief and Economic Security (CARES) funding. PMRA has been notified that CARES Act funding in the amount of \$18,129,792 has been designated for PMRA. The funds are allowed to be used for operations and project match for existing and future FAA grants issued in 2020 as well as the future terminal that is currently in design. These funds are in addition to the AIP (Airport Improvement Program) grant funds, as the CARES funds originated from the General Fund and have no local match. The funds must be used under the FAA Airport Revenue Use Policy as Airport Revenues with receipts, supporting documentation, Federal requirements and draws through the FAA grant system as a reimbursable grant.

STAFF RECOMMENDATION

Adopt the Resolution preauthorizing the acceptance of grant monies under the CARES Act providing economic assistance in response to COVID-19 operational impacts, or take such other action deemed appropriate.

PROPOSED ACTIONS

PROPOSED ACTIONS: Adopt the Resolution preauthorizing the acceptance of grant monies under the CARES Act providing economic assistance in response to COVID-19 operational impacts, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. PUW-Grant Offer (COVID-19) Supplemental Funding 4-7-2020_mb
2. CARES Act FAQ's

RESOLUTION NO. 2020 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PREAUTHORIZING THE ACCEPTANCE OF GRANT MONIES UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT TO PROVIDE ECONOMIC ASSISTANCE IN RESPONSE TO COVID-19 OPERATIONAL IMPACTS.

WHEREAS, the City jointly owns the Pullman Moscow Regional Airport in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, the 2019–20 coronavirus pandemic (COVID-19) is an ongoing public health emergency that has reached more than 190 countries, causing economic distress on all forms of businesses including the transportation industry; and

WHEREAS, on March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to minimize the economic impacts and assist Cities throughout the nation with their response to the COVID-19 virus; and

WHEREAS, Title XII, Division B of the CARES Act provides approximately \$10 Billion Dollars to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency; the funds will be distributed to airports to prevent, prepare for, and respond to the COVID-19 public health emergency; and

WHEREAS, the CARES grant funds are available to sponsors as defined in Section 47102 of title 49, United States Code; airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airport Systems are eligible; and

WHEREAS, grant funds will be provided directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency; the FAA's Office of Airports will administer grant funds to airport sponsors; and

WHEREAS, the Pullman Moscow Regional Airport has received one 2020 Airport Improvement Program (AIP) grant and is presently eligible to receive additional grants from the federal government at a 100% share and may not require the use of the airport sponsor's local 8.12% match funded under the Passenger Facility Charge Program (PFC); and

WHEREAS, the CARES Act has allocated at least \$7.4 Billion Dollars in additional funding to Commercial Service Airports that may receive the additional funding for any purpose for which airport revenues may be lawfully used; the additional grant funding will be distributed to all Commercial Service Airports based upon a percentage of the airport's total 2018 passenger enplanements; and

WHEREAS, the CARES Act has allocated at least \$2 Billion Dollars in additional funding to be made available to large, medium, and small airports, as well as non-hub primary airports, for any

purpose airport revenues may be lawfully used; this additional funding will be distributed based upon statutory AIP primary entitlement formulas; and

WHEREAS, the City Council deems it to be in the best interest of the City and its residents to accept CARES funding grants from the Federal Aviation Administration for funds needed to accomplish previously identified capital improvements on the airport as well as for application to any purpose for which airport revenues may be lawfully utilized.

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

1. The Mayor and Finance Director are hereby preauthorized and directed to accept additional CARES grant funds from the Federal Aviation Administration as may be offered for eligible and scheduled projects and to effect the purpose of this resolution.
2. The Mayor and Finance Director are further authorized and directed to accept CARES grant funds to be applied to any purpose for which airport revenues may be lawfully used, in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). Additionally, the CARES Act further provides that the grant funds may not be used for any purpose not related to the airport.

PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho, this _____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk



Federal Aviation Administration

CARES Act Airport Grants – Frequently Asked Questions

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The FAA has additional information unrelated to CARES Act grants for airport sponsors considering COVID-19 restrictions or accommodations. That information is available at www.faa.gov/airports.

The guidance here is not legally binding in its own right and will not be relied upon by the Federal Aviation Administration (FAA) as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

These FAQs will be updated periodically.

General Questions

Q1: How does the Coronavirus Aid, Relief, and Economic Security (CARES) Act benefit airports?

A: Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding will be distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency.

Q2: Who is eligible to receive funding?

A: These funds are available only to sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airports System (NPIAS).

Q3: Where is this funding coming from?

A: The funds are coming directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency. The FAA's Office of Airports will administer these grant funds to airport sponsors.

Q4: What is the period of availability to obligate or spend CARES Act funding?

A: Funds are available until expended. There is no deadline to obligate funds available under the CARES Act. Nevertheless, the FAA intends to award grants and obligate these funds on an expedited basis. The FAA encourages airport sponsors to spend funds expeditiously to reduce the adverse impacts of the current public health emergency.

Q5: Is there a deadline by which funds for operating expenses must be used?

A: No. However, grants for operating expenses may not include activities prior to January 20, 2020.

Q6: How will this funding be allocated to airport sponsors?

A: The \$10 billion in funding is divided into four groups. The CARES Act establishes formulas for each group to allocate the funds to specific airports. Because the CARES Act allocates all funds by formula or to increase the Federal share for grants funded under fiscal year (FY) 2020 appropriations, none of these funds are discretionary. These four groups are:

- (1) 100% Federal share for 2020 Airport Improvement Program (AIP) Grants. At least \$500 million is available to increase the Federal share to 100% for grants awarded under the fiscal year (FY) 2020 appropriations cycle for FY 2020 AIP and FY 2020 Supplemental Discretionary grants. The Federal share for FY 2018 and 2019 Supplemental Discretionary grants will not increase.
- (2) Commercial Service Airports. At least \$7.4 billion is available to Commercial Service Airports for any purpose for which airport revenues may lawfully be used. The total allocation to an airport is determined by the following formula:
 - a. 50% of the total allocation is based on the number of enplanements the airport had during calendar year 2018 as a percentage of total 2018 enplanements for all commercial service airports.
 - b. 25% of the total allocation is based on the sponsor's fiscal year 2018 debt service as a percentage of the combined debt service for all commercial service airports; and
 - c. 25% of the total allocation is based on the sponsor's fiscal year 2018 ratio of unrestricted reserves to its respective debt service.
- (3) Primary Airports. Up to \$2 billion is available to large, medium, and small hub airports and non-hub primary airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based upon statutory AIP primary entitlement formulas. However, the \$26 million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations.

- (4) General Aviation Airports. At least \$100 million is available to general aviation airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based on the categories published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand dollars.

Q7: How is the 100% Federal share determined?

A: When a grant is awarded, the Federal share is determined by the category of airport and the airport development goal. This Federal share is specific to each grant. To implement the CARES Act requirement and award AIP and Supplemental Discretionary grants appropriated for FY 2020 at a 100% Federal share, the FAA will calculate the increased Federal share for each AIP grant. The FAA will amend FY 2020 grants that already have been executed to adjust to the 100% Federal share. The FAA will award and execute the remaining FY 2020 grants with a 100% Federal share.

Q8: Do CARES grants have a local match?

A: No. Funds under the CARES Act are available at a 100% Federal share.

Q9: How can an airport sponsor use CARES grant funds?

A: An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's [Policy and Procedures Concerning the Use of Airport Revenues \("Revenue Use Policy"\)](#), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy document defines permitted and prohibited uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act makes clear that the funds may not be used for any purpose not related to the airport.

Q10: Can I use CARES grant funds for new airport development on the airport?

A: Yes. However, additional requirements apply. To make these critical CARES funds available as quickly as possible, the FAA is issuing non-construction grants that permit expenditure for airport operating expenses (such as payroll) and to pay airport debt service. A recipient of a CARES grant that wishes to use the funds for new airport development or construction (i.e., to award a contract after March 27, 2020, for airport development) should contact its local Airports District Office or Airports Regional Office to make arrangements to do so. That office will ensure that such development is consistent with all of the recipient's prior Federal obligations, meets safety and security standards, meets National Environmental Policy Act (NEPA), prevailing wage, Buy American, Veterans' Preference, and Disadvantaged Business Enterprise Program requirements, and meets other specific requirements for new airport development under the CARES Act.

- Q11: Are there any other specific requirements for accepting CARES grant funds?**
A: Yes. The airport sponsor must continue to employ, through December 31, 2020, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. The Secretary of Transportation may waive this workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. The workforce retention requirement does not apply to non-hub or non-primary airports.
- Q12: How do small, medium and large hub airport sponsors report their respective compliance with the employee retention requirement?**
A: Airport sponsors must certify compliance with the CARES Act employment requirements (outlined in Q11) at the time of grant execution and report employment totals quarterly on June 30, September 30, and December 31, 2020. That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor intends to request a waiver from the employment requirements, it should do so no less than 30 days prior to a quarterly report date and provide documentation supporting its request.
- Q13: Are multi-year grants eligible for a 100% Federal share under the CARES Act?**
A: The FAA will provide a 100% Federal share for multi-year grants issued in FY 2020 under FY 2020 appropriations (Pub. L. 116-94). Future year funding for FY 2020 multi-year grants will continue to provide a 100% Federal share as long as CARES matching funds remain. Once matching funds are exhausted, FY 2020 multi-year grants will revert to the normal sponsor share. Multi-year grants issued in FY 2019 or earlier are not eligible for a 100% Federal share because they were issued under different appropriations laws. These grants will continue to be funded under the terms of the Grant Agreement.
- Q14: If an airport sponsor owns or operates multiple airports, may CARES Act Airport Grant funds be pooled?**
A: Yes. An airport sponsor may use funds at any airport under its control.
- Q15: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for CARES Act Airport Grants?**
A: No. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and

Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding, they are not eligible under the CARES Act.

Q16: Are airports in U.S. territories eligible for CARES Act Airport Grants?

A: Yes. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.

Q17: Can an airport sponsor use CARES Act Airport Grants and funding from other Federal programs to pay for expenses related to the COVID-19 public health emergency?

A: CARES Act Airport Grants may be used for airport operating expenses that arise due to the COVID-19 public health emergency. The FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its CARES Act Airport Grant for expenses that have been reimbursed under another program.

Questions on Allocation Formulas

Q-F1: What financial information is the FAA using to determine distribution of the 50% of the \$7.4 billion available under the CARES Act for commercial service airports that pertains to an airport's debt ratio?

A: This information is taken from each commercial service airport sponsor's annual financial report. By law, since 1994, each Chief Financial Officer (or equivalent) of a commercial service airport must certify an annual financial report to the FAA. FAA Advisory Circular (AC) 150/5100-19D, "Guide for Airport Financial Reports Filed by Airport Sponsors," provides detailed instructions on the use of the Certification Activity Tracking System (CATS), including how the system relates to government accounting requirements. Each airport must submit and certify its annual financial report within 120 days of the end of its fiscal year. The FAA used the FY 2018 CATS data for all airports, reported as of March 14, 2020, to calculate allocations under the CARES Act formulas. The FAA is not accepting sponsor-requested amendments to certified CATS data for purposes of calculating CARES Act Airport Grants allocations. Where the FAA's preliminary review identified airports whose submissions raised technical issues, the FAA worked closely with those airports to address and correct those issues.

Q-F2: What is the CARES Act phrase "each sponsor's ratio of unrestricted reserves to their respective debt service" intended to accomplish?

A: In general, the higher an airport's reserves are, or the lower its debt service is, the more it may be allocated under this ratio.

Questions on Grant Application, Agreement, and Invoicing

Q-GA1: Is a grant application required to receive CARES Act Airport Grants?

A: Yes, with one exception. After the Secretary of Transportation announces awards under the CARES Act, each airport sponsor must submit a grant application to access those funds. However, sponsors do not need to apply for the increased Federal share of FY 2020 AIP or FY 2020 Supplemental Discretionary grants.

Q-GA2: Will the FAA use a standard grant application form or one specifically designed for this program?

A: The FAA will use the Office of Management and Budget (OMB) SF-424, *Application for Federal Assistance*.

Q-GA3: When will CARES Act Airport Grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?

A: The FAA will provide this application to airport sponsors through the local Airports District Office or Airports Regional Office shortly after the Secretary announces CARES Act Airport Grants awards. The FAA anticipates providing a grant agreement for execution within days of receiving a complete application.

Q-GA4: Will the FAA use a standard AIP grant agreement or one specifically designed for this program?

A: The FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under the CARES Act and makes funds immediately available for expenses, other than airport development, including payroll, debt service, utility expenses, service contracts, and supplies.

Q-GA5: Does a CARES Act Airport Grant require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?

A: Generally, no. If an airport sponsor uses its CARES Act Airport Grant for operational expenses, the standard FAA Airport Sponsor Grant Assurances do not apply. The CARES Act Airport Grants for operational expenses remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. Some laws outside of 49 U.S.C. chapter 471 also apply, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin. If an airport sponsor uses its CARES Act Airport Grant for new airport development, additional requirements apply (see Q10). Additionally, CARES Act Airport Grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the [FAA Revenue Use Policy](#). The CARES Act does not, however,

void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

Q-GA6: How will an airport sponsor submit payment requests for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Airport sponsors will continue the current practice of submitting underlying payment request documentation. Examples of documentation include payroll receipts, janitorial contract invoices, and debt service payments. The FAA will review invoices manually to ensure adequate oversight, but it will process payments quickly.

Questions on Use of Funds

Q-U1: Can CARES Act Airport Grants funds be used to purchase an aviation or aviation easement?

A: Yes, provided the purchase is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). The airport sponsor should consult with its local Airports District Office or Airports Regional Office because this purchase could be considered "airport development" and subject to additional requirements. See Q10.

Q-U2: Can CARES Act Airport Grants funds be used to accelerate structured settlement agreements or pay the penalty for early defeasement of debt?

A: Yes, provided the use of funds is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). If any part of the debt had been approved for Passenger Facility Charge (PFC) collections, the airport sponsor may have to amend its PFC approval to reflect the change.

Q-U3: Can CARES Act Airport Grants funds be used for a surface access project (roads or rail/transit)?

A: Yes. This use is airport development and, therefore, additional requirements apply. See Q10.

Q-U4: Can CARES Act Airport Grants funds be used to prepay long-term contracts (for example, shuttle-bus operators, janitorial services, security services, fire and police services)?

A: Yes, provided the prepayment is a *bona fide* transaction where the sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.

Q-U5: Can CARES Act Airport Grants funds be deposited in the airport sponsor's reserve account (or invest them for future use)?

A: No. The FAA would not be able to ensure a potential future use is a use consistent with the CARES Act requirement. Airports should submit invoices and underlying documentation for airport expenditures. See Q-GA6.

Q-U6: Can CARES Act Airport Grants funds be used to help bolster the local government's pension fund?

A: Generally, no. However, if the fund has historically been supported by the airport and the support is proportional to the share paid to airport retirees, then the airport should consult with its local Airports District Office or Airports Regional Office, to determine if such a use is appropriate.

Questions on Environmental Review

Q-E1: Are there any environmental requirements associated with increases to 100% Federal share for FY 2020 AIP grants?

A: All projects funded for AIP and Supplemental Discretionary grants under FY 2020 appropriations continue to be subject to environmental requirements. However, no additional environmental analysis is required for the Federal share increase.

Q-E2: Are there any environmental review requirements associated with non-construction grants for airport operating expenses and debt service?

A: No. These types of grants have no potential to impact the environment, and therefore are not major federal actions subject to National Environmental Policy Act (NEPA) review.

Questions on Administration under the State Block Grant Program

Q-SB1: What is the State Block Grant Program (SBGP)?

A: In 1987, Congress authorized the FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), the FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.

Q-SB2: How will the FAA Administer CARES Act funding for States participating in the SBGP?

A: The FAA Airport Improvement Program Branch (APP-520) will utilize its existing relationships with the States participating in the SBGP for administration of CARES Act Airport Grants. These participants have relationships with airport

sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for CARES Act Airport Grants?

A: Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout CARES Act Airport Grants implementation and administration.

Q-SB4: Do CARES Act Airport Grants funding allocations work differently for the SBGP?

A: No. The FAA will calculate each airport sponsor's allocation based on formulas in the CARES Act. The Secretary of Transportation will announce these award amounts along with all awards under the CARES Act Airport Grants program.

Q-SB5: How much CARES Act funding may States participating in the SBGP distribute?

A: The CARES Act provides for specific allocations to each airport sponsor. The FAA will aggregate the amounts announced for each airport sponsor into one State award.

Q-SB6: How may States participating in the SBGP allocate CARES Act Airport Grants?

A: States participating the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under the CARES Act. The FAA expects States to make these sub-awards on an expedited basis, for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current public health emergency. States must follow 2 CFR part 200 requirements for CARES Act Airport Grants and sub-awards.

Q-SB7: What application and grant agreement will be used for sub-grants?

A: States participating in the SBGP will use a streamlined application and grant agreement process similar to what the FAA is using for all CARES Act Airports Grants. The FAA will provide States with template documents after these grants are announced.

Q-SB8: Can States participating in the SBGP mix FY 2020 AIP funds and additional funds to increase the Federal share under the CARES Act?

A: No. The (1) FY 2020 AIP and Supplemental Discretionary funds are separate from the (2) CARES Act funds to increase the Federal share. States must separately account for the two different funding sources as they are drawn down to ensure each appropriation is spent as intended.

Q-SB9: What if my State legislature needs to approve the acceptance of CARES Act funding?

A: The FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.

Q-SB10: Can CARES Act Airport Grants be sub-awarded to airport sponsors that had previously opted out of the SBGP?

A: No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted-out in FY 2020 or do not participate in the SBGP. The FAA will administer grants for those airport sponsors.

Q-SB11: What are the reporting requirements for CARES Act Airport Grants?

A: States participating in the SBGP will continue the current practice of providing sub-award reporting information on CARES Act Airport Grants to the FAA upon request.

Q-SB12: Will CARES Act Airport Grants require end-of-fiscal-year reporting like other AIP funding?

A: Yes. CARES Act Airport Grants funds will be included in the Annual Report of Federal Funding at the end of FY 2020.

Q-SB13: How will payment requests be submitted for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.

Q-SB14: Will the FAA audit CARES Act Airport Grants administered by States participating in the SBGP?

A: Yes. The FAA will include audits of CARES Act Airport Grants in its annual audit process.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 18, 2020



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

REVIEWED BY

ADDITIONAL PRESENTER(S)

Gary Riedner, City Supervisor, Jen Pfiffner, Assistant City Supervisor

OTHER RESOURCES

AGENDA ITEM TITLE

Moscow Farmers Market 2020 Season Fee Update and Proposal (ACTION ITEM) - Gary J. Riedner / Amanda Argona

DESCRIPTION

The Moscow Farmers Market is a 43-year-old tradition that is operating in a modified capacity this summer due to COVID-19 pandemic. As part of the 2020 season, the Moscow Farmers Market has a delayed start date to open in downtown Moscow on Saturday, June 6th. Several new measures to provide appropriate social distancing and increased safety have been implemented, including limiting vendor types to fresh, perishable agricultural vendors, empty stall assignments between each vendor, and limiting the number of customers in the footprint, etc. The Community Events staff has received feedback from vendors that some are hesitant to participate in the downtown market for many reasons relating to the COVID-19 situation, while also anticipating less patron foot traffic due to the above measures that discourage a linger-longer atmosphere. Given this, staff is recommending a modification to the current fee structure as contained in the attached memo, to reduce barriers to participation while providing relief to these small businesses.

STAFF RECOMMENDATION

Approve recommended modification to Farmers Market fee structure for the 2020 season.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve recommended modification to Farmers Market fee structure for the 2020 season, reject modification, or take other such action deemed appropriate.

FISCAL IMPACT

Various proposals would impact Community Event Programs revenue, line item - 120-000-00-450-53

PERSONNEL IMPACT

ATTACHMENTS

1. Memo_Moscow Farmers Market revenue and expenses

MEMORANDUM



To: Gary J. Riedner, City Supervisor
From: Amanda Argona, Community Events Manager
c: Jen Pfiffner, Deputy City Supervisor
Date: 15 May 2020
Re: COVID-19 Revenue Adjustment Proposal

The Moscow Farmers Market's success is partly attributed to the participation of vendors, some of whom have been with the Market for close to thirty years. In support of Market vendors and given the significant adjustments to Market operations, staff is proposing a fee reduction for on-site vendors who participate in the 2020 Market season.

Changes in operations include a shortened season, providing 22 Market days as compared to 27 anticipated for 2020. Limitation of vendor types to only those who provide perishable agricultural items, every other booth space remaining empty to promote social distancing, no entertainment or children's programming, and patrons limited to 50 individuals in the Market boundaries at any given time. These factors are expected to impact sales for Market vendors as we are effectively reducing customers and are limiting linger-longer aspects, both of which are expected to result in a drop in impromptu buying that is a regular occurrence at Market.

Staff has been informed by many Market vendors that they have decided not to participate in the downtown Moscow Farmers Market at all in 2020 for a myriad of reasons. Some of these include vendor health, interest in public safety, and the preference for participating when it is viable for businesses to operate uninhibited.

With the adjustments to operations, estimated revenues will be significantly lower, even without a fee reduction for the season. Revenue for a typical year averages \$55,000. In FY19, the actual amount was \$54,720. For FY20, with the changes to the Market with COVID-19, it is anticipated that vendor participation will be down to an average of 45 vendors, with only 17 Market days in FY20. No fees are expected to be collected for programming options that have been cut, such as busker performers and youth vendor booths. With these changes to operations, the revised revenue estimate for vendor fees is \$14,279. This estimate is based on tier-3 vendor participation only. Some minor additional revenue could be realized as tier- 1, and 2 vendors participate - that additional revenue is not expected to be significant. Additionally, a reduction in programming, entertainment, etc., will create potential cost savings of \$6,564. The largest expenditures outside of direct programming for the Moscow Farmers Market are Professional Services at \$11,500 (\$8,100 AmeriCorps member contract, \$2,500 Backyard Harvest contract, \$900 outside sound technician services), and partial costs for Community Events Personnel expense of approximately \$137,000 plus. These costs cannot be avoided. The impact of a moderate fee reduction proposal is as follows:

- Maintain registration fee, 50% reduction of daily fees, waive surcharges. Estimated revenue – \$9,077 (\$3,875 registration fees, \$5,202 daily fees)

Staff recommends that the recommended fee structure be implemented for the entirety of the Market season.

Also, of note, vendors opting into the Local Line service as part of the Motor-In Moscow Farmers Market are charged \$20/month. The City of Moscow is paying the initial cost of each vendor then passing such fees onto each vendor resulting in a \$0 net gain or loss for the Moscow Farmers Market.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 18, 2020



RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Moscow Water Department Building Roof Structural Repair Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

DESCRIPTION

The Water/Sewer Administration Building was purchased in 2018. Prior to the purchase, the building was inspected by a structural engineer who identified that there was wood damage to the roof structure that would need to be repaired and that the cost of repair was estimated to be \$75,000. The purchase price was adjusted to reflect the repair cost.

The roof repair commenced during the summer of 2019. When the contractor began the repairs, additional structural damage was discovered that had not been identified during the structural engineering assessment, requiring additional repairs beyond what was originally anticipated. Due to the time needed to complete the repair design and approaching winter weather, the City had a temporary waterproof barrier installed until the full repairs could be completed in the spring.

The City sent an electronic solicitation to twelve contractors on April 21, 2020. The consultant structural engineer had not developed an Engineer's Estimate for construction due to the unique geometry of the building's roof and the fluctuation of current market pricing.

Bids were opened on Friday, May 1, 2020. Two responsive bids were received, with bids ranging from \$245,400 to \$278,000. Of those, the lowest responsive bid was submitted by Kenaston Corporation with a bid of \$245,000. A complete bid tally is attached.

STAFF RECOMMENDATION

Accept the low bid from Kenaston Corporation, award the contract in the amount of \$245,400, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the low bid from Kenaston Corporation, award the contract in the amount of \$245,400, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or take such other action deemed appropriate.

FISCAL IMPACT

The Water Administration Building houses staff that serve both the water and sewer utilities, therefore

the building repair is proposed to be funded from both the Water and Sewer funds equally. Funding will come from a combination of the funds R&M Buildings line items (220-220-70-568-30 & 230-230-60-568-30) and Operating Contingency line items (220-220-70-900-00 & 230-230-60-900-00). Staff is seeking authorization to award the bid in the amount of of \$245,400 plus an additional 10% allocated for possible change orders to fund contract with Kenaston Corporation for construction of project.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. Moscow Water Dept Building Roof Structural Repair - Bid Tally
2. ConstructionAgreement -
KenastonCorporation;MoscowWaterDeptBuildingRoofStructuralRepair_final

BID TALLY SHEET

Moscow Water Dept. Building Roof Structural Repair

City of Moscow Project No. 129-020

Opening May 1st, 2020 at 3:00 p.m.
Council Chambers, Second Floor of City Hall

	Company Name	Bid Amount
1.	Golis Construction, Inc.	\$278,000.00
2.	Kenaston Corporation	\$245,400.00

**CONSTRUCTION AGREEMENT
FOR MOSCOW WATER DEPT. BUILDING ROOF STRUCTURAL REPAIR
BETWEEN CITY OF MOSCOW, IDAHO
AND KENASTON CORPORATION**

THIS CONSTRUCTION AGREEMENT FOR MOSCOW WATER DEPT. BUILDING ROOF STRUCTURAL REPAIR BETWEEN CITY OF MOSCOW, IDAHO AND KENASTON CORPORATION (hereinafter "Agreement"), dated this ____ day of _____, 2020, 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 Kenaston Corporation, 2517 Main Street, Lewiston, Idaho 83501 (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Advertisement for Bid Proposals;
2. Project Specifications titled: Moscow Water Dept. Building Roof Structural Repair
City of Moscow Project No. 129-020
3. Bid Proposal of CONTRACTOR, dated May 1, 2020, 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 Bid Proposals;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

"Moscow Water Dept. Building Roof Structural Repair"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The Project to be performed pursuant to this Agreement shall be substantially completed by September 4, 2020. The Project shall be completed within Ninety (90) 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 Project prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of Two Hundred Forty-Five Thousand Four Hundred Dollars (\$245,400) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Two Hundred Forty-Five Thousand Four Hundred Dollars (\$245,400) unless otherwise authorized by CITY. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the Work under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Work hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold

harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its Subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

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

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

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

ARTICLE 14. SPECIAL WARRANTY

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

**ARTICLE 15.
COMMUNICATIONS**

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

Contractor:

Kenaston Corporation
2517 Main Street
Lewiston, Idaho 83501

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

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

CONTRACTOR

Kenaston Corporation

CITY

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss:

On this ____ day of _____, 2020, 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 Kenaston Corporation.

(seal)

Notary Public residing at: _____
My commission expires: _____

CITY COUNCIL STAFF REPORT

DATE: Monday, May 18, 2020



RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer, Nate Suhr, Senior Engineering Technician

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

WRRF Return Line Emergency Repair (ACTION ITEM) - Nate Suhr

DESCRIPTION

Friday (5/8/2020) a leak was discovered in the pressurized return line at the Water Reclamation and Reuse Facility (WRRF). The return line was originally built in 1953 of reinforced concrete pipe and in 2009 the western portion of the line was rerouted to install the addition of a sand filtration system. This line collects all of the untreated effluent from any drained plant operations and returns it to the beginning of the plant for reprocessing. It also collects all wastewater from each of the buildings on site and most critically, the wash water for the filter press. The filter press is critical to plant operations because without the press it is impossible to remove the microorganisms that are accumulating phosphorus and the whole process stream cannot advance. With the return line currently inoperable, WRRF staff is currently bypassing the system with external pumps in order to continue facility operation. Operating in a bypassed state is creating a minor imbalance within the biological system and will need correction within approximately four weeks of operation if a replacement line is not installed by that time.

After the discovery of the leak, the return line was excavated and WRRF staff began to contact suppliers but were unable to locate fittings that would be sufficient to perform anything other than a temporary repair on the pressurized line. In the past decade there have already been three repairs on this section of the return line and the closed circuit television (CCTV) inspection revealed many misaligned joints and significant defects in the pipe. This led City staff to conclude that replacement of the remaining portion of the deficient return line that was built in 1953 with new ductile iron (DI) pressure pipe. Staff is currently in discussion with suppliers and contractors to determine the quickest way to procure and install the necessary replacement for the return line. Preliminary project estimates ranged from \$120,000 to \$160,000 but due to the short bidding window and the late season bidding we are prepared for the bids to come back higher than what we typically see and the intent is to request funding authorization not to exceed \$200,000.

STAFF RECOMMENDATION

Authorize staff to administratively accept a responsive low bid---, award the contract in an amount not to exceed \$200,000, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Authorize staff to administratively accept a responsive low bid---, award the contract in an amount not to exceed \$200,000, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$20,000 max), or take such other action deemed appropriate.

FISCAL IMPACT

Funding for the project will be provided from the Sewer Main Program (330-330-60-770-45) budget.

PERSONNEL IMPACT

This project will be inspected and managed by City of Moscow Engineering Division personnel.

ATTACHMENTS

None

CITY COUNCIL STAFF REPORT

DATE: Monday, May 18, 2020



RESPONSIBLE STAFF	REVIEWED BY
Bill Belknap, Deputy City Supervisor, Community Planning and Design	Not reviewed by Committee due to meeting cancellations.
ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Moscow Police Services Facility Bid Award (ACTION ITEM) - Bill Belknap

DESCRIPTION

As the Council is aware, the City has been actively working toward the development to of a new Police Services Facility since 2016, when the City completed a Police Services Facility master plan. The City conducted a successful bond election in May of 2019 which authorized the City to issue general obligation bonds in the amount of \$9.64M to fund the Police Services Facility construction, as well as the remodel of the current Police Station located on Fourth Street for other City uses and minor repairs/renovations to the Mann Building. The final design of the facility included the primary office and operations building of 15,232 square feet in size and 3,042 square foot storage and evidence processing outbuilding. In January of 2020, the design team prepared an updated construction cost estimate for the final building design which projected an estimated construction cost of \$6,969,782.

The projected was advertised for bid on February 26, with a bid opening date of April 2. Three bids were received with the lowest base bid received at \$7,278,000 from Wellens Farwell Inc. which was 4.4% over the architects estimate. Since that time, Staff and the contractor have identified approximately \$100,000 in additional cost savings that can be achieved without compromising the function or longevity of the facility, bringing the base project cost within 3% of the cost estimate. Within the bid package, the City included 8 additive alternates that were largely facility enhancements including ballistic glazing in the lobby, additional covered parking, an extension to the outbuilding, insulated glazing, additional roof insulation, alternate siding materials, enhanced lockers, and the installation of solar panels on the facility. The City also included 2 deductive alternates, including a lower cost rolling gate system at the secondary gate location and a lower quality finish CMU masonry material. Staff has consulted with Police Department command staff and concluded that the project budget cannot support the facility enhancements including the ballistic glazing, additional covered parking, outbuilding extension, siding materials and enhanced lockers.

The alternates also include three energy conservation/generation items including the solar panel system, additional roof insulation and triple-pane insulated glazing. The solar panel system bid price was \$82,125, and according to Avista Utilities WattPlan Clean Power Research estimator, would be anticipated to save \$2,245 in energy cost each year or 12% of the facilities annual energy use. At that rate, it would take over 36 years to recapture the initial installation cost, which is likely to exceed the functional life of the system. Given the project budget constraints and limited payback period, staff is not recommending the City accept the solar panel bid alternate. Energy modeling also indicates that the

additional roof insulation energy savings would be minimal at \$98.00 per year, resulting in a projected payback period of 167 years for the \$16,425 in additional cost. As a result, staff is not recommending acceptance of the additional roof insulation bid alternate. The insulated glazing has a more significant projected annual savings of \$1,780 per year resulting in a 6.3-year payback period on the bid price of \$11,300. The insulated glazing is also eligible for energy conservation rebates from Avista Utilities which would reduce the payback period of only 3.6 years.

After consideration of the base bid and alternates, staff is recommending the acceptance of Wellens Farwells Inc. base bid (\$7,278,000) and Add Alternate #4 (insulated glazing addition \$11,300) and Add Alternate #8 (gate deduction -\$7,882) for a total bid award in the amount of \$7,281,418, and authorize Staff the authority to execute change orders not to exceed 3% of the contract amount.

STAFF RECOMMENDATION

Declare Wellens Farwells Inc. as the low responsible bidder and accept the base bid (\$7,278,000) and Add Alternate #4 (insulated glazing addition \$11,300) and Add Alternate #8 (gate deduction -\$7,882) for a total bid award in the amount of \$7,281,418, approve the associated construction contract, and authorize staff to execute change orders not to exceed 5% of the total contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Declare Wellens Farwells Inc. as the low responsible bidder and accept the base bid (\$7,278,000) and Add Alternate #4 (insulated glazing addition \$11,300) and Add Alternate #8 (gate deduction -\$7,882) for a total bid award in the amount of \$7,281,418, approve the associated construction contract, and authorize staff to execute change orders not to exceed 5% of the total contract amount; or take other such action deemed appropriate.

FISCAL IMPACT

\$7,281,418 from General Fund Capital Land & Buildings line Item#350-310-10-770-72

PERSONNEL IMPACT

ATTACHMENTS

1. Bid Tab Form 04-02-2020
2. mem-Police Services Bid Award 04-26-2020
3. Moscow Police Services Facility PV Solar System Assessment
4. 19004-01 00a City of Moscow A101-2017 MH_mb_all_exhibits

Moscow Police Services Facility 4/2/2020 2:00 PM

BID TAB FORM

General Contractor	Bid Bond	Addenda 1, 2, 3, 4	PW License	ALCOHOL AND DRUG-FREE WORKPLACE	Base Bid			ADD Alternate No. 1: Safety Glazing	ADD Alternate No. 2: Covered Parking	ADD Alternate No. 3: Metal Building	ADD Alternate No. 4: Insulated Glazing	ADD Alternate No. 5: Roof Insulation	ADD Alternate No. 6: Fiber Resin Panels	ADD Alternate No. 7: Lockers	ADD Alternate No. 8: Pivot Gate	ADD Alternate No. 9: CMU	ADD Alternate No. 10: Solar Panels
Estimate					\$6,637,887												
Ginno Construction	x	x	x	x	\$7,700,000	\$1,062,113	16.0%	\$28,000	\$56,200	\$40,600	\$6,600	\$15,800	\$57,600	\$35,000	-\$7,500	-\$18,000	\$86,600
Quality Contractors LLC	x	x	x	x	\$11,425,000	\$4,787,113	72.1%	\$30,000	\$190,000	\$108,000	\$5,000	\$48,000	\$90,000	\$60,000	\$80,000	-\$15,000	\$45,000
Wellens Farwell Inc.	x	x	x	x	\$7,278,000	\$640,113	9.6%	\$28,128	\$80,000	\$53,371	\$11,300	\$16,425	\$66,795	\$106,051	-\$7,882	-\$18,000	\$82,125

Memo

To: Gary J. Riedner, City Supervisor
Sarah Banks, Finance Director

From: Bill Belknap, Deputy City Supervisor BB

Date: April 24, 2020

Re: Police Services Facility Bid Award

As you are aware, the City has been actively working toward the development to of a new Police Services Facility since 2016. At that time, the City engaged an architectural firm (LCA) to prepare a preliminary design and cost estimate for the facility which was to be located upon the City's Recycling Center property. The study concluded that it was possible to fit a 15,300 square foot facility upon the property with a projected 2018 construction cost of \$4.5M not including non-construction costs (such as design, testing, contingency, fixtures, furnishings and equipment) or land costs.

Following the City Council's decision to retain the Recycling Center in its current location, Staff evaluated several possible locations for the new Police Services Facility and negotiated a purchase option for the preferred site. In preparation for a potential bond election, Staff engaged LCA to update the 2016 study cost estimate as the construction industry was experiencing rapid and volatile cost increases. LCA revised the 2016 cost estimate and projected a 2020 estimated construction cost of \$5.95M. When including the \$807,000 property purchase cost and non-construction costs, the total cost for the project was estimated at \$7,887,207 which was utilized in preparation of the bond election amount. The City conducted a successful bond election in May of 2019 which allowed the City to issue general obligation bonds in the amount of \$9.64M to fund the Police Services Facility construction, as well as the remodel of the current Police Station located on Fourth Street for other City uses and minor repairs/renovations to the Mann Building which had been previously planned to be funded from normal operations funds.

Following the bond election, the City began the final design process for the Police Services Facility. That design process incorporated changes in Police Department Staffing and operational needs that had occurred since the preparation of the 2016 Master Plan as well as desired facility enhancements. Through the design process the facility grew by approximately 2,400 square feet. The LCA prepared an updated estimate in October of 2019 which, due to the building size increase and continued construction cost escalation, resulted in a projected 2020 construction cost estimate of \$8.93M. Staff and LCA worked diligently to

reduce the building size and other cost reductions to bring the project closer to the original estimate. The final design reduced the building to 15,232 square feet in size through improving building circulation efficiencies while maintaining virtually all facility program components. In January of 2020, the design team prepared an updated construction cost estimate for the revised building design and more current construction cost estimates which reduced the estimated construction cost to \$6,969,782.

The project was advertised for bid bids on February 26th, with a bid opening date of April 2nd. Three bids were received with the lowest bid received at \$7,278,000 from Wellens Farwell Construction which was 4.4% over the most recent cost estimate. Since that time, Staff and the contractor have identified approximately \$100,000 in additional cost savings that can be achieved without compromising the function or longevity of the facility bringing the cost within 3% of the most recent cost estimate.

Staff and the design team have discussed the possibility of rejecting the bids and re-advertising the project. The City's past experience with project rebidding has not been favorable with bid prices only escalating during the re-bid period. It is also uncertain how the current COVID-19 pandemic will impact material costs and availability, and it is also getting late in the construction season which traditionally results in higher bid results. With the savings identified above bringing the construction costs within 3% of the cost estimate, Staff believes that it would be unlikely that the City would receive a lower construction cost unless the size and scope of the facility was significantly reduced. As such, it is Staff's recommendation that the City not rebid the project and accept the Wellens Farwell bid.

Within the bid package, the City included 8 additive alternates that were largely facility enhancements including ballistic glazing in the lobby, additional covered parking, an extension to the outbuilding, insulated glazing, additional roof insulation, alternate siding materials, enhanced lockers, and the installation of solar panels on the facility. The City also included 2 deductive alternates, including a lower cost rolling gate system at the secondary gate location and a lower quality finish CMU masonry material. Staff has consulted with Police Department command Staff and concluded that the project budget cannot support the facility enhancements including the ballistic glazing, additional covered parking, outbuilding extension, siding materials and enhanced lockers.

The alternates also include three energy conservation/generation items including the solar panel system, additional roof insulation and triple-pane insulated glazing. The solar panel system bid price was \$82,125, and according to Avista Utilities WattPlan Clean Power Research estimator, would be anticipated to save \$2,245 in energy cost each year or 12% of the facilities annual energy use. At that rate, it would take over 36 years to recapture the initial installation cost, which is likely to exceed the functional life of the system. Given the project budget constraints and limited payback period, Staff is not recommending the City accept the solar panel bid alternate. Energy modeling also indicates that the additional roof insulation energy savings would be minimal at \$98.00 per year, resulting in a projected

payback period of 167 years for the \$16,425 in additional cost. As a result, Staff is not recommending acceptance of the additional roof insulation bid alternate. The insulated glazing has a more significant projected annual savings of \$1,780 per year resulting in a 6.3-year payback period on the bid price of \$11,300. The insulated glazing is also eligible for energy conservation rebates from Avista Utilities which would reduce the payback period of only 3.6 year. Staff is recommending acceptance of the insulated glazing bid alternate.

After consideration of all of the alternates, Staff is recommending the acceptance of base bid (\$7,278,000) with the insulated glazing addition (\$11,300) and gate deduction (-\$7,882). That would result in a total bid award in the amount of \$7,281,418. If the Council chooses to award the bid in that amount, after including the cost of the property purchase, soft costs, and 3% project contingency, there would be \$640,000 in bond proceeds remaining for the two additional facility projects.

Over the next several weeks, Staff will be working to develop a funding plan for Fourth Street Building remodel which will likely including reduced renovation scope as well as identification/accumulation of supplemental project funding over FY2020 and FY2021. It is also anticipated that the Mann Building repairs will be also reduced in scope and shifted back into facilities maintenance program within upcoming fiscal years.

Moscow Police Services Facility PV Solar System Assessment



Here's a summary of your new plan

Save on electric bill

\$2,245 First year

[View complete financial results](#)

Reduce carbon

12% Per year

Equivalent to either:

 Trees planted	58
 Tons of waste recycled	0.7

Steps to take

- ✓ Secure multiple bids
- ✓ View list of qualified contractors
- ✓ Learn about connecting to the Avista grid

[View next steps](#)



Install solar



Traditional plan

No solar

Without solar, all your electricity comes from your utility.

My new plan

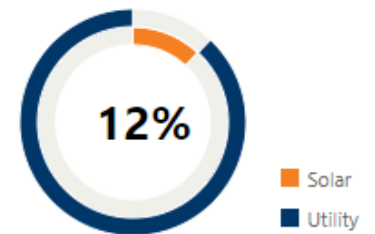
Electricity comes from utility & solar

25.2 kW

System size (DC)

84

Number of panels



Annual energy from solar

[Hide solar details](#)

Here is more detailed information about your proposed system

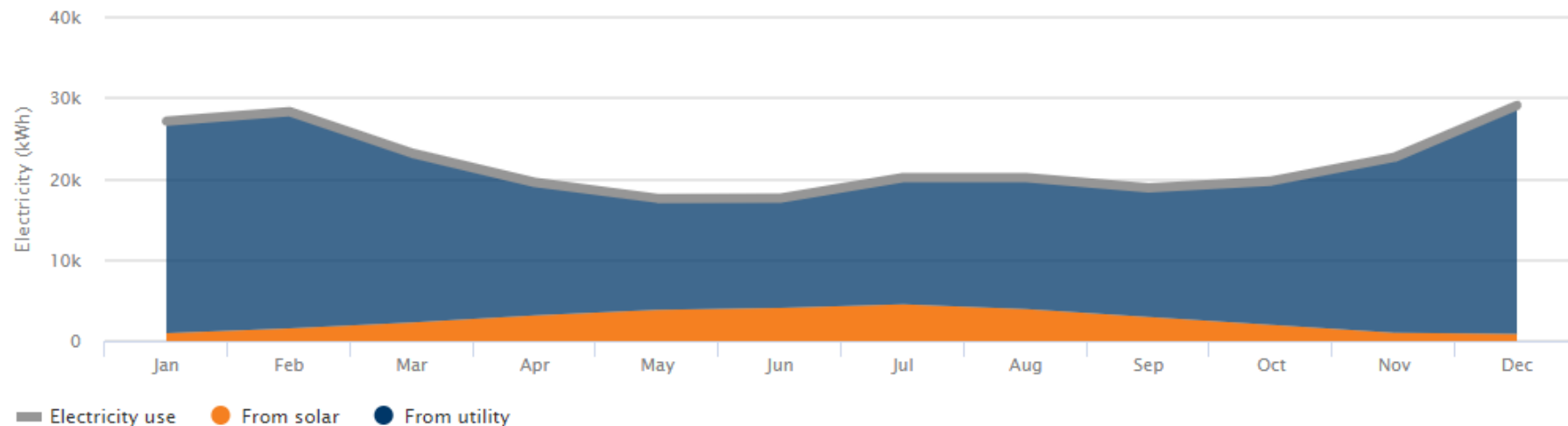
In some cases, your system may occupy more than one roof plane, in which case you'll see two or three system arrays below.

25.200 kW	21.546 kW	31,282 kWh
System size (DC)	System size (AC)	System annual electricity production

	Array 1
Size	25.2 kW
Annual electricity production	31,282 kWh
Panels	
Number of panels	84
Roof area occupied by solar panels	1617 sq ft
Configuration	
Pitch	10°
Direction	181° (South)
Annual shading	0%

Let's review how your electricity needs will be met with your new plan

My electricity sources





Upfront cost

Your initial out of pocket expense not including incentives

\$88,200



Incentives

Available tax credits and rebates

\$0



Average monthly expenses

Recurring monthly expenses in the first year

\$1,513



Lifetime savings

Your net savings over the next 20 years

(\$48,678)



Breakeven

Occurs when your net savings offsets your upfront investment

Not expected



Lifetime savings

Your net savings over the next 20 years

(\$48,678)

Hide details



This table compares the total cost to own for a traditional plan and for your new energy plan over the lifetime of your energy investments.

		Traditional plan	My new plan	Savings
Upfront cost	▼	\$0	\$88,200	(\$88,200)
Incentives		\$0	\$0	\$0
Energy	▼	\$521,118	\$466,476	\$54,642
Financing		\$0	\$0	\$0
Maintenance cost	▼	\$0	\$15,120	(\$15,120)
Tax effects		\$0	\$0	\$0
Total		\$521,118	\$569,796	(\$48,678)



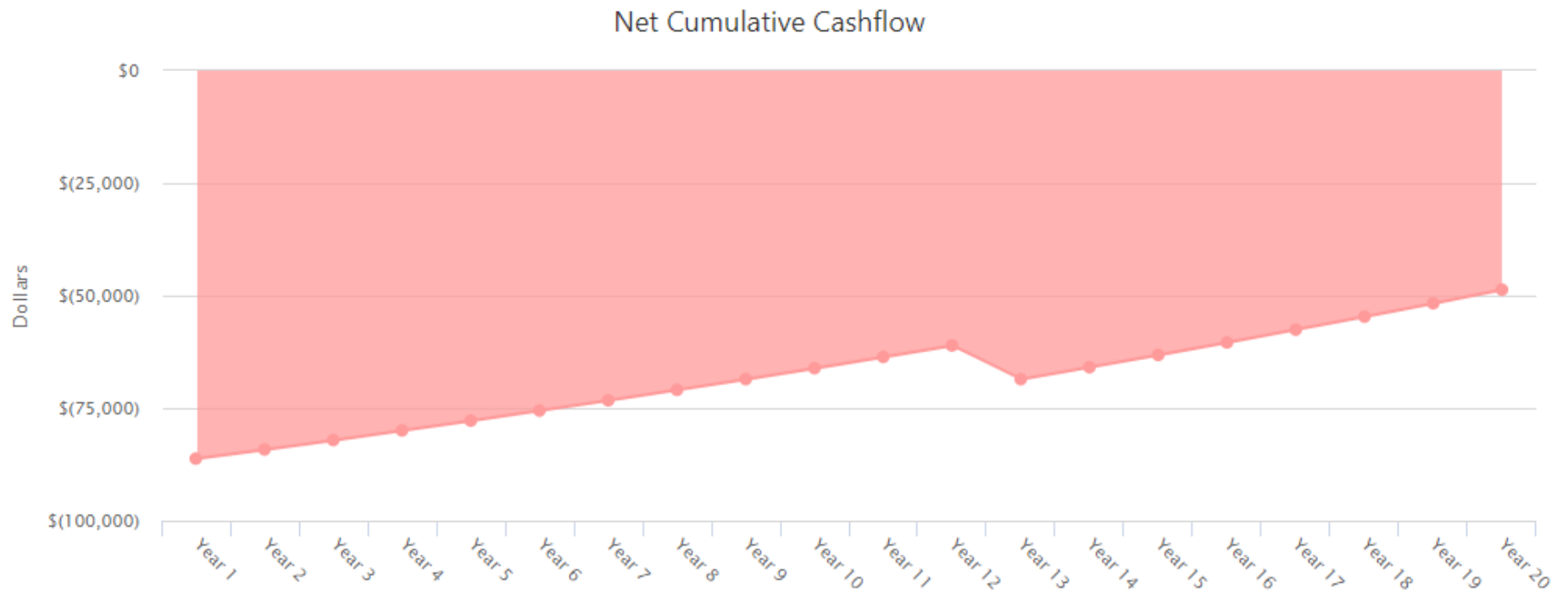
Breakeven

Occurs when your net savings offsets your upfront investment

Not expected

[Hide details](#)

This chart shows net costs and savings year by year for your new plan. Your breakeven point occurs when the net savings becomes positive and stays positive for the remainder of the energy investment lifetime.



Building Envelope Enhancements

EEM #	Brief EEM Description	EEM Cost	Electric kWh Savings	Demand kW Savings	Nat. Gas Therm Savings	Energy Cost Savings (annual)	Simple Payback before incentive
1	R30 to R40 roof insulation (Add Alt #5)	\$16,425	1,507	0.0	0	\$98.23	167.2 yrs
2	R13+R10 to R19+R10 (Base Bid)	\$2,105	3,689	0.0	0	\$240.53	8.8 yrs
3	Double Pane to Triple Pane Windows (Add Alt #4)	\$11,300	27,303	0.0	0	\$1,780.15	6.3 yrs

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twelfth day of May in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Moscow Idaho
221 E Second Street

Moscow, ID 83843

and the Contractor:
(Name, legal status, address and other information)

Wellens Farwell Construction
107 W Alder
Enterprise, OR 97828

for the following Project:
(Name, location and detailed description)

City of Moscow Police Services Facility
155 Southview Ave
Moscow, ID 83843

The Architect:
(Name, legal status, address and other information)

Lombard-Conrad Architects, P.C.
1221 Shoreline Lane
Boise, ID 83702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary Exhibit 'A', and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

- ☒ Not later than Three Hundred and Sixty Five (365) calendar days from the date of commencement of the Work.

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[] By the following date: N/A

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Million Two Hundred Eighty-One Thousand Four Hundred Eighteen and 00/100 Dollars (\$ 7,281,418.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #4 Insulated Exterior Glazing	\$11,300.00
Alternate #8 Pivot Gate	\$-7,882.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$250/Calendar day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fourth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 28th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraph deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction, it is agreed that proper venue shall be the District Court

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of the Second Judicial District of the State of Idaho, in and for the County of Latah.

[] Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Bill Belknap

221 E Second Street
Moscow, ID 83843

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Keith Wellens
Wellens Farwell Construction
P.O. Box 658
107 W Alder, Enterprise, OR 97828

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

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(Paragraph deleted)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Drawings

Exhibit 'B' Sheet Index (4 page)

- .6 Specifications

Per Exhibit 'C' Table of Contents (5 pages)

- .7 Addenda, if any:

Number	Date	Pages
Addendum #1	March 18, 2020	64
Addendum #2	March 20, 2020	1
Addendum #3	March 27, 2020	211
Addendum #4	March 31, 2020	9

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Table deleted)

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit 'A' Supplementary Conditions (13 pages)

Exhibit 'D' – April 2, 2020 Bid Proposal (9 pages)

This Agreement entered into as of the day and year first written above.

CITY OF MOSCOW

WELLENS FARWELL CONSTRUCTION

(Row deleted)

(Printed name and title)

(Printed name and title)

Init.

Exhibit 'A'**Supplemental Conditions**

The terms and conditions contained herein are a Supplemental Conditions to which the Owner and Contractor agree are in addition to or replacement of the terms of the A201 -2017 AIA Document A201 General Conditions of the Contract for Construction.

In the event of any conflict between the terms and conditions of the AIA A201 and these Supplementary Conditions, these Supplemental Conditions shall control.

With respect to all of the General Conditions, and all of the Contract Documents, and the entire contractual relationship between the Owner and the Contractor, no oral agreements, of any kind, type, or nature, shall be valid or binding in any manner upon the parties. The only Contract Documents, or agreements of any kind, type or nature, by and between the Owner and the Contractor which shall be valid and enforceable in any manner shall be those which are in writing, and signed by both parties by persons duly authorized, under the law, by both parties to execute said Agreements or Modifications.

With respect to the Contract Documents, any reference to the term "cost", singular or plural, shall mean actual documented cost, without any markup on the part of the Contractor.

With respect to the Contract Documents, any reference to the term "agreement" shall only mean, an agreement in writing, signed by the parties to be charged by the terms of the agreement.

The Contractor, by reason of its expertise and status as a Licensed Public Works General Contractor in the State of Idaho, and by its entry into the agreement and Contract Documents with the Owner, shall be considered in a position of trust and confidence as a fiduciary to the Owner, and the taxpayers as such, and in particular with respect to acting as a guardian of the taxpayer funds used to fund the construction of the Project.

The following Articles of the A201 General Conditions shall be amended as follows:

§1.1.1 The Contract Documents include the Instructions to Bidders, the Contractor's Bid, including that portion of the Contractor's Bid which satisfies Idaho Code Section 67-2310. The Contract Documents shall also include any and all Shop Drawings and Submittals which are approved by the Architect, and which shall be deemed to be authorized by the Contractor even though submitted by any Subcontractor, Sub-Subcontractor or Materials Supplier.

§1.1.2.1 Neither the Architect nor the Architect's consultants shall be considered third party beneficiaries of the Contract or the Contract Documents in the relationship between the Owner and the Contractor. This provision does not affect the Architect's entitlement to performance and enforcement of obligations under the contract as specified in 1.1.2 of the General Conditions. No failure in performance by neither the Owner nor the Contractor shall relieve, in any way, the Architect from the full and complete performance of the duties enumerated herein which duties are, by reference, included within the Agreement for Professional Services dated July 15, 2019, between the Owner and the Architect.

§1.2.1.1 All Contract Documents are intended to be consistent. However, anything provided in one document but not provided in another shall be of like effect as if shown or mentioned in both. This does not constitute a conflict, discrepancy, or error between the two. In the event of directly conflicting provisions, precedence shall be given as follows: (1) Modifications of the Agreement, with those of later date having precedence over those of earlier date; (2) the Agreement; (3) Addenda to the Bid Documents; (4) the General Conditions of the Contract for Construction; (5) the Specifications; (6) the Drawings, with precedence given to figures in the event of any conflict between figures and scaled

measurements, and precedence given to large scale drawings in the event of any conflict between large scale drawings and small scale drawings.

§1.2.1.2 Inconsistencies within any one Contract Document, or inconsistencies not otherwise resolved by the above prioritization, shall be resolved in favor of Owner receiving (a) the greater quality or greater quantity of goods, services or performance, or (b) the greater obligation to Owner in the terms and conditions. Both (a) and (b) shall be resolved in Owner's sole discretion without a change in the contract sum.

§1.2.1.3 Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and (1) the provisions of any standard, specification, manufacturer's specifications, manual, code, or instruction (collectively, "standards"), whether or not specifically incorporated by reference in the Contract Documents, unless the standards provide the better quality or greater quantity of Work to Owner, in which case the standards shall take precedence; or (2) unless local conditions prevent installation in the prescribed manner, in which case, the approval of the Architect and Owner shall be obtained before proceeding with this part of the Work; or (3) the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

§1.2.4 All Work shall be the best of the respective kinds specified or indicated. Should workmanship or materials be required which are not directly or indirectly called for in the Specifications or shown on the Drawings, but are consistent with the Contract Documents and reasonably inferable by them or standard industry practice, said workmanship or materials shall be the same as similar parts that are detailed, indicated or specified, or shall match or exceed the quality of existing improvements, and Contractor shall understand the same to be implied and provide for the same as fully as if it were particularly described or delineated.

§1.2.5 Contractor has included within the Contract Sum all labor, materials, equipment, and services that are likely to be required for the Project in accordance with the requirements of state laws, local building codes, local building officials, manufacturer's recommendations, building standards, and trade practices. To the extent, if at all, that the Contract Documents contain ambiguities, discrepancies, errors, or omissions, and to the extent, if at all, that there are discrepancies between the Contract Documents and the Project site and surveys (collectively referred to hereafter in this Section as "errors and omissions"), Contractor hereby waives any claims for additional compensation or damages or additional time resulting from any such errors and omissions to the extent Contractor has actually observed, or with the exercise of reasonable care should have observed, those errors and omissions and failed to report them to Owner and Architect/Engineer prior to executing the Agreement.

§1.2.6 All of the Work shall conform strictly to the Contract Documents. No change there from shall be made without written Contract Modification. Where detailed information is lacking, or should discrepancies appear among the Contract Documents, Contractor shall, in writing, with a copy to the Owner, submit a request for interpretation or information from Architect/Engineer before proceeding with the Work.

§1.2.7 Reference in the Specifications to an article, device, or piece of equipment in the singular number shall apply to as many such articles as are shown on Drawings or required to complete the installation. Mention in the Specifications or indication of the Drawings of articles, products, materials, operations or methods requires Contractor to provide and install such items.

§1.2.8 Conditions of the Contract shall be read by all prime contractors and by each subcontractors or sub-subcontractor and shall be considered a part of each section of the technical Specifications. Provisions of Contract Documents are binding on contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

§1.2.9 The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, he is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work.

§1.2.10 Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect, and copied to the Owner, in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or his proceeding with affected work prior to receiving same shall indicate his acceptance of any and all costs and/or delays required on account of necessary corrections.

§1.4.1 The Specifications are of the abbreviated or streamlined type and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the Drawings", and "according to the plans" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings. The misplacement, addition or omission of any letter, word, or punctuation mark shall in no way affect the true spirit, intent, or meaning of the Contract Documents. The words "shown," "indicated," "noted," "scheduled," or words of like effect, shall be understood to mean that reference is made to the Drawings accompanying the Specifications.

§1.4.2 Where the word "similar" or "typical" occurs on the drawings, it shall be used in this general sense and not as meaning identical or exact, and all details shall be worked out in relation to their location and their connection to other parts of the Work. Where there is a question of intent, notify the Architect regarding interpretation.

§1.4.3 Where on any Drawings a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other like portions of the Work. Where ornament or other detail is indicated by starting only, such details shall also apply to other similar parts of the Work, to properly complete the Work in full, unless specifically indicated otherwise.

§1.4.4 Where reference herein is made to products or materials "as approved" or "as selected," selection or approval shall be by Architect/Engineer and Owner.

§1.6.3 The Owner's Representative shall be copied by electronic means on any and all electronic or written communications by and/or between the Contractor, the Contractor's Subcontractors and the Architect.

§1.9 Execution of Contract Documents

§1.9.1 Execution of the Contract by Contractor is a representation by Contractor that the Contract Documents are full and complete, are sufficient to have enabled Contractor to determine the Cost of the Work and Contract Sum, and to enable Contractor to construct the Work described therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the Contract time established in the Agreement. Contractor further acknowledges and declares that it and its subcontractors have visited and examined the site, examined all physical, legal and other conditions affecting the Work, and is fully familiar with all of the conditions thereon and there under affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to (1) the nature, location, and character of the Project and the site, including, without limitation, the ground conditions and all structures and obstructions thereon and there under, both natural and man-made, and the surrounding area; (2) the nature, location and character of the general area in which the Project is located, including, without limitation, its climactic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the available quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work.

§1.9.2 Contractor recognizes the degree of care required for the specific site construction circumstances with respect to safety, protection of pedestrians, cleanliness of the site, health and other laws, and protection of existing utilities, adjacent streets, and property. In arriving at the contract Sum and the Contract Time, contractor has, as an experienced and prudent contractor, exercised its best judgment and expertise to include the impact of such circumstances upon the Contract Sum and the Contract time.

§2.2.1 THIS SECTION IS VOID.

§2.2.2 THIS SECTION IS VOID.

§2.2.3 THIS SECTION IS VOID.

§2.2.4 THIS SECTION IS VOID.

§2.3.4 Add the following to the first sentence of paragraph 2.2.4: "...to the extent that such information is readily available to the Owner."

§2.3.7 Copies of data furnished by Owner or Architect/Engineer to Contractor, or Contractor to Owner or Architect/Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

§2.3.8 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data creator.

§2.4.1 The term "repeatedly" in this Article, shall mean on more than two (2) occasions after receipt of not less than twenty four (24) hours written notice from either, the Owner, or the Architect. The Contractor agrees that in addition to the Owner's Right to Stop the Work, that any such repeated failure shall be agreed to be sufficient grounds for termination as provided in the Contract Documents.

§3.2.1 Add the following after the first sentence: If document conflicts are not raised in a timely manner, (so that Work can proceed without delay), the Contractor will be deemed to choose the more costly method unless otherwise provided for which shall be at the Contractor's expense.

§3.2.1.1 Within sixty (60) days from the Notice to Proceed, the Contractor shall certify in writing to the Architect that it has made the review required under Subparagraph 3.2.2 and that it has discovered no errors, omissions or inconsistencies or identifying in as much detail as possible all errors, omissions, or inconsistencies the Contractor has discovered. Contractor shall have a continuing obligation during the Project to advise the Architect and Owner's Representative of any errors, omissions or inconsistencies it discovers.

§3.3.1.1 Where construction means, methods, techniques, sequences and procedures are specified, either directly, by reference to industry standards, or otherwise, the Contractor shall review specified procedures and, if they will not produce the intended results, cannot be warranted, or otherwise are objectionable to the Contractor, the Contractor shall propose alternative procedures. Where no proposal is received in timely manner, the Contractor, by signing the Agreement, has agreed that the specified procedures are acceptable, warrantable and will be used to produce the intended results. The

Contractor is responsible for all coordination of all changes, created as a result of shop drawings, with the various subcontractors and suppliers under Contract for work of the Contractor.

§3.4.1.1 Contractor's obligations under Paragraph 3.4.1 shall include, without limitation, the obligation to pay all subcontractors and any other person or entity having bond rights regarding the Project due to their performance of Contractor's obligations under the Contract. Contractor agrees to keep the Project and the Project site free and clear of any and all subcontractor claims (bond claims or otherwise) filed or served by any person or entity at any tier performing the Work or Contractor's obligations under the Contract.

§3.4.1.2 Contractor agrees to indemnify, defend, reimburse and hold harmless (with counsel approved by Owner) Owner and Architect/Engineer from, for, and against any and all claims referenced in Paragraph 3.4.1.1, and actions, suits, or proceedings relating to such claims and any and all related costs and expenses incurred by Owner, including, without limitation, attorneys' fees and expert/consultant fees.

§3.4.3.1 Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. Contractor shall be responsible for labor peace on the Project and shall at all times make its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstance and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Paragraph 8.3.1, Contractor shall be liable to Owner for all damages suffered by Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes.

§3.4.3.2 The Contractor shall insure, that neither the Contractor, nor any Subcontractor, nor any Sub-Subcontractor shall employ any illegal alien personnel on the Project.

§3.4.4 Subcontractors whose Work is unsatisfactory to Owner or Architect/Engineer, or is considered by Owner or Architect/Engineer to be careless, incompetent, unskilled or otherwise objectionable, shall be dismissed from Work under the Contract upon written notice from Owner or Architect/Engineer. No additional compensation shall be provided to Contractor due to the proper dismissal of a subcontractor by Owner or Architect/Engineer.

§3.4.5 Contractor shall coordinate all Work of like material in order to produce harmony of matching finishes, textures, colors, etc., throughout the various components of the Project.

§3.9.1 Change to read: The Contractor shall employ a competent, full time Superintendent during performance of the Work. Any change in the Superintendent personnel shall be reviewed and approved by the Architect and Owner. The Superintendent shall have full authority to represent the Contractor and communications given to the Superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. All other communications shall be similarly confirmed on written request in each case. The name and qualifications of the Superintendent will be submitted before the start of Construction. The Superintendent shall have a thorough understanding of the following:

- .1 A complete understanding of the administrative procedures of the project.
- .2 Project scheduling, sequencing of self-performed and subcontractor work.
- .3 Layout and oversee the installation of each trade involved in the Work.
- .4 Be knowledgeable of the installation procedures for each trade involved in the Work.
- .5 Applicable building codes.

§3.10.1.1 The Contractor's construction schedule shall be revised and updated not less than every two (2) weeks during the course of the Work on the Project. The Contractor shall deliver each updated construction schedule to both the Architect and the Owner's Representative in a timely manner. The Contractor shall be responsible to notify the Owner's Representative and the Architect, in writing, if and when any element of the Work as planned, is in any way delayed, as reflected or not in the Contractor's construction schedule. It is the intent of this Article that the Owner and the Architect be kept fully informed as to any performance issues in any way affecting the achievement of the construction schedule as planned, in order that any issues relating to the performance of the Work by the Contractor, any Subcontractor, or any Sub-Subcontractor may be addressed in a timely and expeditious manner to avoid delay and cost to the Owner.

§3.10.1.2 It is specifically understood and agreed that the "float" or "slack" time for the whole or any part of the Work as provided in Contractor's construction schedule shall belong solely to Owner.

§3.11.1 In addition, the Contractor shall prepare, keep, and maintain at the site As Built Drawings of all of the Work. At the conclusion of the Project, the Contractor shall deliver one set of As Built Drawings to the Owner and one set of As Built Drawings to the Architect.

§3.12.7.1 All approvals required by this Article shall be in writing.

§3.12.10.1 Owner shall be entitled to deduct from the Contract Sum amounts paid to Architect/Engineer for evaluation of any additional resubmittals by Contractor to the extent such resubmittals by Contractor are not the fault of Owner or Architect/Engineer.

§3.15.1.1 The Contractor shall also be responsible for and shall complete a final clean up prior to turning the Project over to the Owner for beneficial occupancy and use by the Owner.

§3.19 Maintenance and Inspection of Contractor's Books and Records

§3.19 Nondiscrimination

§3.19.1 Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned, or emerging small businesses. Contractor shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this Paragraph.

§7.1.4 Owner will not be responsible for additional costs, fees, or time associated with any altered or additional Work unless a Modification is properly and timely prepared and executed as required in the Contract Documents. Contractor hereby waives any argument that Owner's conduct (including, but not limited to, orally approving changes) amounts to a waiver of the prior, written change requirements of the Contract Documents.

§7.2.2 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over One Thousand Dollars (\$1,000.00) be approved without such itemization.

§7.2.2.1 No administrative time (at the job site, home office, or any other location) shall be allowed as a line item of the estimated cost of a change order, including the Superintendent's time. Administrative costs are considered to be part of the overhead and profit of the Contractor.

§7.2.2.2 Construction Equipment Usage Costs: For rental cost for materials for machinery and equipment rented from others, the actual rental costs paid plus compensation for furnishing all fuel, oil, lubrication, repairs, maintenance and insurance to the extent that such amounts are not included in the outside rental rate.

.1 Contractor's own equipment and small tools are considered part of the Contractors overhead and profit and no allowance charge will be permitted as part of any change in the Work.

§7.2.3 The amount allowed for overhead and profit on any change order is limited to the amounts indicated in subparagraph 7.2.4 of these Supplementary Conditions.

§7.2.4 For purposes of paragraphs 7.2 and 7.3 of these Supplementary Conditions, the allowance for combined overhead and profit shall be limited as follows, unless otherwise provided in the Contract Documents:

.1 for total changes of \$10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed fifteen percent (15%) of direct costs.

.2 for total changes exceeding \$10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed ten percent (10%) of direct costs.

.3 the Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

§7.2.5 Any Change Order prepared, including but not limited to those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the work, including, but not limited to, all direct, indirect and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

§7.2.6 By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor's examination.

§8.1.2.1 The date indicated of commencement will be established in a Notice to Proceed.

§8.1.3.1 The Contractor shall substantially complete the work within **365 consecutive calendar days** after the date indicated to proceed in the Notice to Proceed.

§8.3.2.1 Extension of time shall be Contractor's sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by the Owner with Contractor's performance of the Work where and to the extent that such acts continue after Contractor's notice to Owner of such interference. Owner's exercise of any of its rights under Article 7 Changes in Work regardless of the extent or number of such changes, or Owner exercise of any of its remedies of suspension of Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be constructed as intentional interference with Contractors performance of the Work.

§8.3.3.1 In no event shall a claim for damages for delay be construed to effect, in any way, the waiver of damages provided for in Article §15.1.6.

§8.3.4 No extension of time for completion will be allowed for delays or suspensions caused by or contributed to by the fault or negligence of Contractor.

.1 To make a request for a change to the Contract time, the Contractor must identify the trades involved, provide a statement from each trade indicating the man hours involved by each, and a statement from the Contractor indicating how the change effects the critical path of the construction.

.2 No change will be granted if the change in Work does not affect the critical construction path as identified on the construction schedule submitted by the Contractor and approved by the Architect.

.3 work that deviates from the Contract Documents and the Architect requires to be corrected, are not grounds for time extensions.

.4 Extreme weather conditions are not necessarily grounds for delay.

§8.3.5 Contractor will be entitled to no delay damages, wage escalation, material escalation, extended overhead, or additional compensation of any kind for any delay except for such delays as may be caused solely by a default of Owner in this Agreement.

§8.3.6 The cost for delay construed to be caused by the Owner, the Architect or their agents must be identified in writing within 7 days of occurrence. Failure to promptly identify delays in writing waives any and all claims of the Contractor to collect for damages arising there from.

§9.2.1 The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item on AIA Document G703, Application and Certification for Payment, Continuation Sheet. Provide a labor and material breakdown for each general and subcontracted item of Work including mechanical and electrical. All subcontractors of \$50,000 or more must include sub-contract breakdown. Update breakdown with each application for payment.

§9.3.1.3 The form of Application for Payment shall be AIA Document G702, Application and Certificate for Payment supported by AIA Document G703 or Architect's Standard Form, Continuation Sheet; notarized.

§9.3.1.4 Prior to the release of funds (first progress payment); the Contractor shall submit a list of subcontractors, construction schedule, list of all products and materials to be incorporated in the Work, and schedules of values.

§9.3.1.5 Retainage: A sum not to exceed five percent (5%) of the monies earned by the Contractor on estimates during the progress of the improvement or Work shall be reserved by the Owner. Said sum is to be retained by the Owner as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon such Contract or the doing of said work.

9.3.2.1 Off-site storage will not be approved at locations more than thirty (30) miles from the Project site or outside the State of Idaho and any payment for any off-site storage is subject to the following:

.1 The Contractor must provide at least thirty (30) days' advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested;

- .2 All materials stored off-site must be segregated and clearly marked as being the "Property of the Moscow Police Services Facility"
- .3 The Architect and/or the Owner's Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;
- .4 The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;
- .5 The Contractor must maintain and must provide to the Architect, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added;
- .6 The Contractor must obtain and maintain all risk property insurance at replacement cost, with the City of Moscow listed as loss payee on all materials and equipment stored off-site and in transit.

§9.6.1.1 The Owner shall pay progress payments, following receipt of the Architect's Certificate for Payment, in accord with the usual and ordinary time frame for processing payments and bills by the Owner, and in accordance with law.

§9.6.4.1 The Owner hereby requires, and the Contractor hereby agrees, that the Contractor shall obtain and shall require each Subcontractor to provide to the Contractor, for delivery to the Owner, the Owner's Representative, and the Architect, lien waivers as proof of payment, from each and every Subcontractor, Sub-Subcontractor, material man and supplier. Said lien waivers as proof of payment shall be provided with seven days of the date of each payment to the Contractor. In the event that the Contractor fails to obtain and provide the lien waivers within the time frames provided herein, said failure shall be considered a material breach of the Contract Documents, grounds for termination, and the further exercise of any legal or equitable right the Owner shall choose to exercise.

§9.6.8 With each Application for Payment, Contractor shall furnish a conditional waiver and release of claims for itself and each first-tier subcontractor who furnished labor, equipment, materials or services to the Project during the period covered by the Application for Payment. Upon each payment by Owner, Contractor shall execute and cause first-tier subcontractors to execute an unconditional waiver and release of claim acknowledging receipt of all payments due through the period covered by the previous Application for Payment. The conditional and unconditional claim releases shall be on forms agreed to by the owner, and Contractor shall deliver the executed releases to Owner with its next succeeding Application for Payment, including the Final Application for Payment.

§9.6.9 In addition to the retainage specified in the Agreement, Owner may withhold progress payments or final payment or any portion thereof on account of (1) defective or nonconforming Work not remedied, (2) claims filed or a reasonable basis to believe that such claims will be filed, (3) failure of Contractor to make payments properly for labor, materials, equipment, or subcontracts, (4) failure of Contractor to submit to Owner claim waivers and releases, or (5) significant failure to carry out the Work in strict accordance with this Agreement. Owner may withhold from a progress payment or final payment up to one hundred fifty percent (150%) of the estimated or actual costs associated with the above items.

§9.8.1.1 For Substantial Completion to be achieved, Owner must have received a temporary or final certificate of occupancy and all other governmental approvals as necessary and required for Owner to occupy or utilize the Work or designated portion thereof for its intended purpose. All Work other than incidental or corrective or punch

list work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts are not useable, if utilities are not connected and operating normally, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may occupy the

Work or designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages from the Owner.

§9.8.2.1 The Contractor, in conjunction and cooperation with the Owner's Representative and the Architect, shall prepare and submit the list of items to be completed, also known as a punch-list, for every segment of the Work, prior to it being covered by other construction Work, in order to allow the Owner, the Owner's Representative and the Architect to inspect and evaluate each segment of the Work.

§9.8.2.2 Upon execution of Certificate of Substantial Completion, the Contractor shall attach a list of each outstanding and unresolved Claim or Lien; any Claim or Lien not so attached and identified, other than retainage and the undisputed balance of the Contract Sum, shall be deemed waived and abandoned.

§9.8.3.1 The Architect, in conjunction, coordination, and simultaneously with the Owner's Representative and the Contractor, shall make the inspection(s) required by this Article.

§9.8.3.2 If the Owner or Architect determines that the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the reinspection, including fees of the Architect and consultants of the Architect or Owner.

§9.8.4.1 A Certificate of Substantial Completion shall only be issued after the Architect timely seeks, and obtains, the Owner's review and written approval that the Work is substantially complete.

§9.8.4.2 The Contractor's warranties, and that of all Subcontractor's and Sub-Subcontractors, shall not commence until final completion and final payment by the Owner. The Contractor shall specially warrant all of the Work on the Project for a period of one (1) year from the date of Final Payment, as defined in the Contract Documents.

§9.8.6 Liquidated damages. The Owner will suffer financial loss if the project is not Substantially Complete on the date set forth in the Contract Document. Inasmuch as the actual loss due to the lost use of the facility and inconvenience to Owner and the public are difficult to ascertain, The contractor shall agree, as a condition of the Contract that the Contractor (and his Surety) shall be liable for and shall pay to the Owner the sum hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the Work is Substantially Complete: **Two Hundred and Fifty Dollars (\$250.00)**.

§9.10.1.1 If the Architect determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including reinspection fees, for any subsequent inspections to determine compliance with the punch list.

§9.10.1.2 The Architect's approval of the final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner.

§9.10.2.1 Final payment shall not become due until after the Owner has formally accepted the Project (Final Acceptance). To achieve Final Acceptance, the Architect must issue a final Certificate for Payment under subparagraph 9.10.1, an occupancy permit must have been issued, Final Completion must have occurred and the Contractor must have submitted all warranties, guarantees, manuals, operation instructions, certificates, spare parts, maintenance stock, specified excess material, and other documents or items required by the Contract Documents to the Architect.

§11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits:

1. Workers' Compensation:

- (a) State: Statutory
- (b) Employer's Liability: \$100,000 per Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

2. Comprehensive or commercial general liability including premises operation; owners and contractors protective liability, products and completed operations liability, personal injury liability (including employee acts), broad form property damage liability and blanket contractual liability:

- (a) For any claim for bodily injury, property damage, personal injury or due to a contractual liability, limits of not less than \$1 million per occurrence.
- (b) For products and completed operations coverage, coverage is to be maintained for a period of two (2) years following final payment.
- (c) For the hazards of explosion, collapse, and underground, commonly referred to as XCU, coverage shall be required if the exposures exist. This coverage may be provided by the subcontractor if the State and prime contractor are named as additional insured.

3. Business auto liability (including owned, non-owned and hired vehicles) in an amount of not less than \$1 million combined single limit.

4. If the General Liability coverage is provided by a Commercial Liability policy, the:

- (a) General Aggregate shall be not less than \$2,000,000.
- (b) Fire legal liability shall be provided in an amount not less than \$500,000 per occurrence.

5. Umbrella Excess Liability: An umbrella policy may be used in combination with other policies to provide a minimum coverage of \$1,000,000.

§11.1.2.2 The Owner shall be named as an additional insured on the insurance required in 11.1.2.1 items 2, 3 and 5 above.

§11.3.1 Change the first sentence to read: Unless otherwise provided, The Contractor, at its sole expense, shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.

§11.4.1.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Fixed Price Contract Amount and shall include a power of attorney attached to each bond. The signature of both the Contractor (principal) and the Surety are required. If the Surety is incorporated, both bonds must have the corporate seal. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Price Contract Amount is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be AIA Document A312, or a standard surety form certified approved to be the same as the AIA Document A312, and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner, listed as acceptable by the U.S. Treasury, and authorized to do business in the State of Idaho. Such surety or sureties shall be within the bonding limits listed in the U.S. Treasury circular 570.

§11.4.1.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.1.3 It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties, or liability under bonds or the Contract.

§12.3.1 Nothing contained in this Article shall be considered a contractual duty or requirement for the Owner to accept nonconforming Work, nor shall anything contained herein relieve the Contractor in any way from the requirement to provide the Work in conformance with the Contract Documents.

§13.1.1 The Contract and all interpretation of the Contract Documents shall be governed by the law of the State of Idaho, and the U.S. Government (appropriate regulations).

§13.1.2 Each Contractor and his subcontractors and sub-subcontractors shall comply with all Idaho Statutes with specific reference to Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code, as amended.

§15.1.2.1 Claims must be initiated by written notice to the Architect and the other party. An additional claim made after the initial Claim has been implemented by Change Order will not be considered.

§15.1.2.2 Contractor shall cooperate with Architect/Engineer and Owner in an effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition which is the cause of such a Claim. Failure to make a Claim within the twenty-one (21) day timeframe will result in Contractor's waiver of the Claim and all related damage. Claims must be made by written notice. Claims must contain reasonably detailed information (including all supporting documents) sufficient to allow meaningful review by Owner and Architect/Engineer. Contractor must provide all impacts to the Contract Time and Contract Sum at the time the Claim is submitted. Failure to do so will result in Contractor's waiver of the Claim and all related damage.

§15.1.5.1 Such notice shall include detailed documentation of the cause or event resulting in the need for the extension of time and a critical path schedule analysis based upon the approved Contractor's construction schedule showing the impact of the cause or event on the critical path of the approved Contractor's schedule. Failure to do so will result in Contractor's waiver of the Claim and all related damages.

§15.1.5.2 A notice of Claim for additional time due to adverse weather conditions shall include the monthly issue of *Local Climatological Data* for the months involved, plus the "Normal, Means and Extremes" table from the latest *Annual Summary of Local Climatological Data*, both of which are published by the US Department of Commerce, National Oceanic and Atmospheric Administration, national Climatic Data Center located in Asheville, NC 28801. Failure to do so will result in Contractor's waiver of the Claim and all related damages. Unless otherwise agreed by Owner and Contractor, the "Normal, Means and Extremes" table shall be the basis for determining the number of adverse weather days and the effect on the Work resulting there from which Contractor should have expected to encounter.

§15.1.8 Concealed or Unknown Conditions. If conditions are encountered at the site which are subsurface or are otherwise concealed or unknown physical conditions which differ materially from those indicated in the Contract Documents or which were not reasonably susceptible of being disclosed by the Contractor's examination of the site in accordance with Subparagraph 3.2.1 of these Supplementary Conditions, then notice by the observing party shall promptly be given to the Architect and the other party before the conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially from the

Contract Documents or if they were not reasonably susceptible of being disclosed by the Contractor's examination of the site, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, if the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Contract. If the Architect determined that the conditions at the site do not warrant an adjustment in the Contract terms, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. If the Owner and the Contractor cannot agree on an equitable adjustment to the Contract terms or otherwise disagree with the determination of the Architect, the matter shall be subject to further proceedings in accordance with Paragraph 15.2.

§15.1.9 The Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the Contract Documents and the site of the work in order to undertake any necessary actions to determine the character of the subsurface materials and site conditions to be encountered. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a subsurface, concealed or unknown site condition, which does not differ in any material respect from those conditions, disclosed or which reasonably should have been disclosed or identified by the Contractor's examination of the Contract Documents and the site of the work.

§15.1.10 The Contractor shall not be entitled to an adjustment in Contract Time or in contract Sum for any delay or failure of performance to the extent such delay or failure was caused by the Contractor or anyone for whose acts the Contractor is responsible. The Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of failure of performance is delayed or changed due to the fault of the Owner. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, the Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, but shall not be entitled to an adjustment in Contract Sum. In the event that the Contractor is entitled to an adjustment in the Contract Sum, the Owner will pay only for the following verifiable costs directly associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility, including telephone lines, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed. The Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay regardless of cause.

END OF SUPPLEMENTAL CONDITIONS

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BID PROPOSAL FORM**ALL BIDS SHALL BEAR THIS ADDRESS:**

City of Moscow
221 E. Second Street
Moscow, ID 83843

ARTICLE 1**PROJECT NAME
AND LOCATION**

City of Moscow Police Services Facility
155 Southview Avenue
Moscow, ID 83843 Moscow, Idaho

**ARCHITECT
OR
ENGINEER**

Lombard-Conrad Architects
122 1 Shoreline Lane
Boise, Idaho 83702

(208) 345-6677

CONTRACT TIME**CALENDAR DAYS:** 365 consecutive calendar days**LIQUID. DAMAGES****EACH EXCESS CALENDAR DAY:** \$250.00**BID OPENING****DATE:** April 2, 2020**TIME:** 2:00 p.m.**PLACE:** Bid opens at Moscow City Hall 206 E. Third Street,
Moscow, Idaho 83843**NAME AND ADDRESS
OF BIDDER
TELEPHONE NO.**

Wellens Farwell Construction
PO Box 658 / 107 W Alder, Enterprise, OR 97828
541-426-4071

**IF PARTNERSHIP
NAMES OF PARTNERS****IF CORPORATION
STATE OF
INCORPORATION**

Oregon

**BID GUARANTEE
Min. 5% of Bid****UNDERLINE ONE:**BID BOND, CASH, CERTIFIED CHECK, CASHIER'S CHECK**ADDENDA RECEIPT
ACKNOWLEDGED**

ADDENDA NUMBERED: 1__X__ 2__X__ 3__X__ 4__X__
(Check all that have been received)

**ALLOWANCE
ACKNOWLEDGED****NONE LISTED:**

ARTICLE 2

IN COMPLIANCE WITH THE NOTICE TO CONTRACTORS-INVITATION TO BID, AND IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS, THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS FOR THE PROJECT, THE UNDERSIGNED BIDDER, BEING DULY LICENSED TO PERFORM SUCH WORK BY THE STATE OF IDAHO AND BEING THOROUGHLY FAMILIAR WITH ALL LOCAL CONDITIONS AFFECTING THE COST OF THE PROJECT, HAVING CAREFULLY EXAMINED THE SITE, CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS AND ANY ADDENDA THERETO PREPARED BY THE PROJECT ARCHITECT OR ENGINEER, PROPOSES TO PROVIDE, AND TO FURNISH FOR THE COSTS SET FORTH IN THE FOLLOWING BID SCHEDULE, ALL LABOR AND MATERIAL, TOOLS, UTILITIES, TRANSPORTATION, EQUIPMENT AND SERVICES REQUIRED TO PERFORM AND TO COMPLETE IN A WORKMANLIKE MANNER ALL THE WORK FROM THE DATE OF THE NOTICE TO PROCEED WITHIN THE ESTABLISHED CONSTRUCTION TIME, SUBJECT TO LIQUIDATED DAMAGES FOR EXCESS WORKING TIME AS ESTABLISHED UNDER ARTICLE 1.

ARTICLE 3 BID SCHEDULE

BASE BID DESCRIPTION: Base Bid.

FOR THE SUM OF:

Seven million two hundred seventy eight DOLLARS (\$)
Thousand 7,278,000

ALTERNATE #1 DESCRIPTION: Safety Glazing.

FOR THE SUM OF:

Twenty eight thousand one hundred twenty DOLLARS (\$28,128)
Eight

ALTERNATE #2 DESCRIPTION: Covered Parking.

FOR THE SUM OF:

EIGHTY THOUSAND DOLLARS (\$80,000)

ALTERNATE #3 DESCRIPTION: Metal Building.

FOR THE SUM OF:

fifty three thousand three hundred seventy one DOLLARS (\$53,371)

ALTERNATE #4 DESCRIPTION: Insulated Exterior Glazing.

FOR THE SUM OF:

eleven thousand three hundred DOLLARS (\$11,300)

ALTERNATE #5 DESCRIPTION: Roof Insulation.

FOR THE SUM OF:

sixteen thousand four hundred twenty five DOLLARS (\$16,425)

ALTERNATE #6 DESCRIPTION: Fiber Resin Panels.

FOR THE SUM OF:

Sixty six thousand seven hundred ninety five DOLLARS (\$66,795)

ALTERNATE #7 DESCRIPTION: Personal Lockers.

FOR THE SUM OF:

One hundred thousand six thousand fifty one DOLLARS (\$106,051)

ALTERNATE #8 DESCRIPTION: Pivot Gate.

FOR THE SUM OF:

NEGATIVE - Seven thousand eight hundred ^(-7,882)
eighty two DOLLARS (\$)

ALTERNATE #9 DESCRIPTION: CMU Finish

FOR THE SUM OF:

negative - eighteen thousand ^{-18,000}
DOLLARS (\$)

ALTERNATE #10 DESCRIPTION: PV Panels.

FOR THE SUM OF:

eighty two thousand one hundred twenty five DOLLARS (\$82,125)

THE LOW BIDDER WILL BE DETERMINED ON THE BASIS OF THE BASE BID PLUS ANY ALTERNATES WHICH ARE ACCEPTED. ALTERNATES MAY BE ACCEPTED IN ANY ORDER AND ARE NOT REQUIRED TO BE ACCEPTED IN SEQUENTIAL ORDER AS THEY ARE LISTED ON THE BID PROPOSAL FORM.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of sixty (60) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by Article 7 "Performance and Payment Bonds" of the Instructions to Bidders.

Dated this 2 day of April, 2020
(date) (month) (year)

Respectfully submitted by:

Wellens Farwell Construction

(Company)

PO Box 658 / 107 W Alder

(Street or PO Address)

Enterprise, OR 97828

(City, State and zip code)

(Authorized Signature)

President

(Title)

541-426-4071

(Telephone Number)

541-426-6385

(FAX Number)

(Seal - if bid is by a corporation)

Have you remembered to include bid security (bid bond or a certified or cashiers check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace?

ARTICLE 4 LIST OF SUBCONTRACTORSPlumbing(Name) RM MECHANICAL(Address) BOISE IDIdaho Plumbing Contractors License No. 11562-U4 Plumbing - C-9945Heating, Ventilating & Air Conditioning(Name) ACT(Address) COWER D ALENE IDIdaho Public Works Contractors License No. 12948-U-1-2-3Idaho HVAC Contractors License No. RCE - 2672Electrical(Name) GROPD(Address) MOSCOW IDIdaho Public Works Contractors License No. ELC-C-33091Idaho Electrical Contractors License No. EVUC-C14557-A4

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Executive Order 2009-10 and the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Contractor and further that it possesses Idaho Contractor's License No. #000948-A-3-4, and is domiciled in the State of Oregon.

Execute and Submit with Bid**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**STATE OF OregonCOUNTY OF Wallowa

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

Wellens Farwell Construction
Name of Contractor

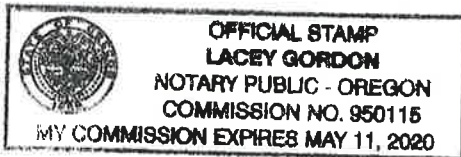
PO Box 658 / 107 W Alder
Address

Enterprise, OR 97828
City and State

By: [Signature]
(Signature)

Subscribed and sworn to before me this 2 day of April, 2020

Commission expires:



[Signature]
NOTARY PUBLIC, residing at
Wallowa OR

**FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL
MAKE YOUR BID NON-RESPONSIVE.**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Wellens Farwell, Inc.

P.O. Box 658

Enterprise, OR 97828

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

835 N Post St., Suite 203

Spokane, WA 99201

Mailing Address for Notices

835 N Post St., Suite 203

Spokane, WA 99201

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

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

OWNER:

(Name, legal status and address)

City of Moscow, Idaho

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:

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

Moscow Police Services Facility

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

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

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

Signed and sealed this 2nd day of April, 2020

(Witness)

(Witness) Mark Badziong, Witness

Wellens Farwell, Inc.

(Principal)

(Seal)

By: 
(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: 
(Title)

Chris Larson, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8203356 - 985770**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy F. Cathey, Wm Dinneen, Susan B. Green, Scott Jones, Chris Larson, Travis Long, H. Keith McNally, Ryan J. Pugh, Erin L. Repp, Diana R. Williams

all of the city of Spokane state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of March, 2020.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of March, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of April, 2020.



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

CITY COUNCIL STAFF REPORT

DATE: Monday, May 18, 2020



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Main Street Right-of-Way Discussion and Potential Direction (ACTION ITEM) – Gary J. Riedner

DESCRIPTION

As downtown businesses are working to reopen in accordance with Governor Brad Little's Stay Healthy Order and Idaho Rebounds Plan, staff has been researching the potential for offering businesses some alternatives for temporary use of public right of way (ROW) in the Moscow downtown area to provide additional opportunities for social distancing. Research continues and the Moscow Chamber of Commerce is helping in an effort to reach out to Main Street businesses to obtain feedback. Staff will update the City Council regarding regulatory and permit issues, as well as the status of alternatives and seek Council direction.

STAFF RECOMMENDATION

Provide staff direction.

PROPOSED ACTIONS

PROPOSED ACTION: Provide staff direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

CITY COUNCIL STAFF REPORT

DATE: Monday, May 18, 2020



RESPONSIBLE STAFF

REVIEWED BY

Administrative Committee or Public Works / Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

City's COVID-19 Response Report - Gary J. Riedner

DESCRIPTION

STAFF RECOMMENDATION

PROPOSED ACTIONS

PROPOSED ACTIONS: <TYPE ACTION HERE>, or take other such action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None