

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
April 12, 2021**

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. Due to the rise in COVID-19 cases in the area, the meeting is open to the public, but is subject to social distancing protocols and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. The number of attendees at any one time is limited to no more than 14 due to social distancing requirements in Stage 3 of the Idaho Rebounds Plan and the City of Moscow Public Health Emergency Order. We appreciate and encourage public participation. 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 Council Committee meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

- 1. Approval of Public Works/Finance Committee March 22,2021 Minutes (ACTION ITEM) - Taylor Riedner**
- 2. Disbursement Report March 2021 (ACTION ITEM) - Sarah Banks**
Presentation of the Accounts Payable Report for the month ending March, 2021.
ACTION: Approve and sign the Disbursements Report for the month of March 2021.
- 3. Second Quarter Financial Report January 1 ,2021 to March 31, 2021 for FY2021 (ACTION ITEM) - Sarah Banks**
Staff will present the financial report for the second quarter of Fiscal Year 2021 (January 1, 2021 to March 31,2021).
ACTION: Approve the FY2021 Second Quarter Report.
- 4. Hamilton-Lowe Aquatic Center Play Structure Replacement Equipment (ACTION ITEM) - David Schott**
City staff is requesting authorization to purchase a replacement play structure for the Hamilton-Lowe Aquatic Center (HLAC) from Vortex USA in an amount not to exceed \$134,000. The City issued a Request for Proposals (RFP) to provide the design, sale, construction, and installation of the play structure. The legal advertisement was published in the Daily News on October 31, 2020 and November 7, 2020. The RFP was also sent directly to ten (10) aquatic play structure suppliers and posted on the City website. Each aquatic play structure supplier was giving the option to submit two separate proposals. The City received six (6) proposals from three (3) play structure suppliers. Four (4) of the proposals were deemed non-responsive by City staff. Given only two responsive proposals were received by the City, both from Vortex USA, staff opted to bring the two very similar proposals to the Parks and Recreation Commission on January 28, 2021 for their recommendation to City Council.
PROPOSED ACTIONS: Recommend approval of purchase of Hamilton-Lowe Aquatic Center

replacement play structure from Vortex USA in an amount not to exceed \$134,000, or provide staff further direction.

5. Hamilton-Lowe Aquatic Center Play Structure Replacement Installation (ACTION ITEM) - David Schott

City staff is requesting authorization to retain WMS Aquatics for the installation of the new Hamilton-Lowe Aquatic Center (HLAC) play structure in the amount of \$54,567.22, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount. The City issued a Request for Proposals (RFP) to provide the design, sale, construction, and installation of the play structure. The legal advertisement was published in the Daily News on October 31, 2020 and November 7, 2020. The RFP was also sent directly to ten (10) aquatic play structure suppliers and posted on the City website. Pursuant to the invitation of the City, extended through the RFP, WMS Aquatics submitted a proposal based upon the RFP and a March 4, 2021 site visit for the installation of the play structure supplied by Vortex USA.

PROPOSED ACTIONS: Recommend acceptance of the proposal from WMS Aquatics, award the contract in the amount of \$54,567.22, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

6. South Lift Station Force Main Bid Results and Contract Award (ACTION ITEM) - Bob Buvel

The South Lift Station Force Main Project will install approximately 2500 linear feet of 16" sanitary force main from the South Lift Station at South Main and Nelson Avenue to a gravity sanitary line in the intersection of South Main and Styner Avenue. The new force main will replace the existing 10" force main running under South Main. Portions of the force main have already been installed through developer participation with The Indian Hills Ninth Addition Phase 2 Project and the construction of the new Moscow Police Station. This project will fill in the gaps from Nelson Avenue to Styner. The City published an advertisement for bids on March 6th and 13th, 2021 and the budget for construction in the Capital Improvement Plan is \$600,000.00. Bids were opened on Tuesday, March 30, 2021. Five responsive bids were received with bids ranging from \$633,609.31 to \$850,759.00. The low bid was submitted by J7 Contracting. A complete Bid Tabulation is included in the committee packet.

PROPOSED ACTIONS: Recommend acceptance of the low bid from J7 Contracting, Inc., award the contract for the bid amount of \$633,609.31, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

REPORTS

Staff Report (if needed)

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.

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, March 22, 2021

3:00 PM

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

The meeting was called to order at 3:00 p.m.

PRESENT: Maureen Laflin, Anne Zabala (Virtual), Art Bettge

OTHERS: Mayor Bill Lambert, Council Member Sandra Kelly, Council Member Gina Taruscio

STAFF: Mia Bautista (Virtual), Gary Riedner, Taylor Riedner (Virtual), Tyler Palmer, Alisa Anderson, Bill Belknap, Chief James Fry,

REGULAR AGENDA

1. Approval of March 8, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Monitoring Well Siting Agreement with the Idaho Division of Water Resources (ACTION ITEM) - Tyler Palmer

The Idaho Division of Water Resources (IDWR) has funding available to drill monitoring wells in the Palouse Basin. These wells help monitor and track water levels, recharge, and other pertinent information to our basin. There is an interest in better understanding the Northeast edge of the basin. To this end, IDWR approached the City about installing a monitoring well at Mountain View Park. Staff from Engineering, Water, and Parks met with IDWR staff on-site and agreed on a suitable location. A draft agreement is in the review process for the well, and we anticipate agreement on terms that will protect both parties, and allow for the siting of the well on the Mountain View Park property. If approved, it is anticipated that the well will be drilled before the end of the summer. Staff is currently working with IDWR on an agreement and it is anticipated it will be completed prior to the April 5, 2021 City Council meeting.

PROPOSED ACTIONS: Recommend approval of Monitoring Well Siting Agreement with the Idaho Division of Water Resources, or provide staff further direction.

Palmer introduced the item by explaining the City's aquifers and current well locations. IDWR monitors water resources statewide and their aquifer recharge study assists in the sustainability of long-term water supply. A collection of drill cutting samples will help generate a comprehensive report and determine how the aquifers interact with each other. Located west of the restrooms, the easy access will not require the park to be closed and the well will be drilled down to the granite bedrock between 800 and 1,200 feet. There will be a metal tube that comes out of the ground roughly 2 feet high and will not be a hazard for anyone around it. The agreement for this monitoring well has been reviewed by the City's and IDWR's legal team. The anticipated schedule includes a pump test this summer, a well completion analysis and report by fall 2021, and annual monitoring in April and October. The Committee recommended approval and that it be placed on the Council regular agenda.

3. Latah County, Idaho, Multi-Jurisdictional Hazard Mitigation Plan (ACTION ITEM) - Alisa Anderson

Latah County has been working with the University of Idaho (UI), Idaho Office of Emergency Management (IOEM), and Federal Emergency Management Agency (FEMA) Region 10 to update the 2011 Latah County All Hazard Mitigation Plan. Members of City staff from Police, Fire, and Grants participated in planning meetings during the development of the new plan which includes

several others cities within the County to include Moscow. The updated plan is called the Multi-Jurisdictional Hazard Mitigation Plan (HMP). The HMP identifies both short and long-term policies and actions that help reduce risk and future losses from hazards. In early 2020, City staff received a request from Latah County to identify and prepare a list of hazard mitigation actions the City may pursue to reduce the risk and impact of hazards facing the community. Inclusion of the mitigation actions in the HMP will allow the City to continue to apply for and receive various grant funds for emergency response planning and equipment and will assist the City in pursuing additional grant funding for the identified projects in the future.

PROPOSED ACTIONS: Recommend adoption, support and facilitation of the new Latah County, Idaho, Multi-Jurisdictional Hazard Mitigation Plan through approval of resolution, or provide staff further direction.

Anderson introduced the item as written above. This plan is required to be updated every 5 years and there will be a separate fire plan yet to come as an emergency type plan. The list of projects approved by Council in early 2020 has since been reviewed and accepted by FEMA. The draft resolution in the meeting packet must be approved in order to be eligible for current and future funding resources. Needing no further discussion, the Committee recommended approval and that it be placed on the consent agenda.

ADJOURN

The meeting adjourned at 3:24 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, April 12, 2021



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report March 2021 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending March 31, 2021. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$3,326,196.01.

Payroll	\$1,085,068.00
Professional Services	\$98,142.00
Sanitation	\$299,780.00
Capital Outlay	\$652,040.00
Capital Outlay-Vehicles	\$5,057.00
Capital Outlay-Buildings	\$535,220.00
Capital Outlay-Improvements	\$24,372.00
Supplies	\$154,037.00
Utilities	\$76,946.00
Contractual Payments	\$251,005.00
ACH Wells Fargo	\$26,422.00
Total	\$3,208,089.00

STAFF RECOMMENDATION

Approve and sign the Disbursements Report for the month of March 2021.

PROPOSED ACTIONS

ACTION: Approve and sign the Disbursements Report for the month of March 2021.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report March 2021
2. Revenue Report 2021
3. Cash & Investments March 2021

DISBURSEMENTS REPORT FOR MARCH 2021											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		3/4/2021	3/11/2021	3/18/2021	3/19/2021	3/25/2021	3/15/2021		3/12/2021	3/26/2021	
		AP 3.05.2021	AP 3.12.2021	AP 3.18.2021	AP 3.19.2021	AP 3.26.2021	3/29/2021 AP 3.15.2021 AP 3.26.2021				
CHECK #'s		97407-97458	97459-97551	97552-97601	97602	97603-97648	March's CC ACH's		21426-21428	21430-21439	
Fund #											0.00
101	ACH for Wells Fargo to be Imported										
105	GENERAL	28,786.12	72,983.08	16,020.72	2,000.00	9,643.67	8,745.22		328,749.39	335,717.25	802,645.45
120	STREETS	235.91	10,384.30	38,440.97		9,001.75	386.92		27,160.98	27,753.37	113,364.20
121	RECREATION AND CULTURE	14,202.97	21,646.68	7,553.35		1,911.98	3,524.05		48,485.98	49,020.58	146,345.59
123	MSD COMM. PLAY FIELDS		746.59						1,963.11	2,021.53	4,731.23
128	1912 CENTER	7,916.67									7,916.67
220	TRANSIT CENTER	64.68	935.18	665.62		248.00					1,913.48
230	WATER	7,802.11	65,353.43	117,093.84		9,795.95	318.15		47,936.02	46,896.36	295,195.86
240	SEWER	16,425.53	59,327.53	57,116.40		4,837.86	1,890.02		47,610.19	45,949.24	233,156.77
290	SANITATION	12.92	79,829.68	203,266.79		500.00	949.68		5,516.95	5,614.53	295,690.55
295	FLEET	11,132.06	19,852.78	2,214.21		278.63	2,846.26		11,861.57	11,991.34	60,176.85
320	INFORMATION SYSTEMS	24.65	20,976.16	75,740.28		27,927.50	7,761.64		20,415.32	20,404.50	173,250.05
330	WATER CAPITAL PROJECTS	576,797.31		2,095.87		24,034.34					602,927.52
340	SEWER CAPITAL PROJECTS			128.19							128.19
350	SANITATION CAPITAL PROJ										0.00
355	CAPITAL PROJECTS	31,166.08	552,845.26	4,742.26							588,753.60
380	LID CONSTRUCTION										0.00
590	HAMILTON - PARKS & REC										0.00
941	BONDS & INTEREST										0.00
	PAYROLL CLEARING FUND										0.00
	TOTAL	694,567.01	904,880.67	525,078.50	2,000.00	88,179.68	26,421.94	0.00	539,699.51	545,368.70	3,326,196.01

WIRE Transfers:

Maureen Laflin

Anne Zabala

Art Bettge

Sarah L. Banks, Finance Director

RECEIPTS REPORT FOR MARCH 2021

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	0.00	85,176.28	138,691.01	109,946.82	5,267.01	139,728.58	17,404.63	31,055.43	9,843.61	0.00	537,113.37
105	STREETS	0.00	0.00	0.00	8,114.36	0.00	24,559.54	0.00	0.00	0.00	0.00	32,673.90
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	0.00	0.00	10,999.24	0.00	1,825.00	10.00	12,834.24
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	0.00	0.00	0.00	5,340.71	0.00	0.00	0.00	5,340.71
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	0.00	0.00	1,474.30	0.00	0.00	0.00	1,474.30
220	WATER	0.00	0.00	0.00	0.00	0.00	0.00	415,551.12	1,206.03	0.00	2,140.00	418,897.15
230	SEWER	0.00	0.00	0.00	0.00	0.00	0.00	573,177.24	409.46	0.00	231.66	573,818.36
240	SANITATION	0.00	0.00	0.00	0.00	0.00	0.00	442,450.00	0.00	0.00	0.00	442,450.00
290	FLEET	0.00	0.00	0.00	0.00	0.00	0.00	76,563.80	0.00	0.00	0.00	76,563.80
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	0.00	111,976.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	49,373.60	1,601.85	0.00	0.00	50,975.45
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	0.00	390.09	0.00	0.00	390.09
590	BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	13,989.27	0.00	0.00	0.00	13,989.27
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		0.00	85,176.28	138,691.01	118,061.18	5,267.01	164,288.12	1,718,299.91	34,662.86	11,668.61	2,381.66	2,278,496.64

City of Moscow
Cash and Investments
Balances as of 2/28/2021

Fund		Year to Date Balance
General Fund	\$	8,496,580.58
Street Fund	\$	1,773,906.93
Culture & Recreation	\$	1,160,597.26
MSDCPF	\$	177,109.06
1912 Fund	\$	56,596.69
Transit Center	\$	100,637.56
Water Fund	\$	2,635,180.10
Sewer / WRRF	\$	4,131,415.36
Sanitation Fund	\$	2,884,674.96
Fleet Fund	\$	4,718,584.46
Information Systems	\$	2,684,243.96
Water Capital	\$	7,081,860.86
Sewer Capital	\$	14,084,076.80
Capital Projects	\$	9,900,085.19
Sanitation Capital	\$	6,510,123.41
LID construction	\$	26,503.80
Hamilton	\$	2,110,752.41
Bond & Interest	\$	674,418.18
LID Funds	\$	35,772.39
Payroll Service	\$	997,131.13
Total Cash & Investments	\$	70,240,251.09

COMMITTEE STAFF REPORT

DATE: Monday, April 12, 2021



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Second Quarter Financial Report January 1 ,2021 to March 31, 2021 for FY2021 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Presentation of the financial report for the second quarter of Fiscal Year 2021 (January 1, 2021 to March 31, 2021).

STAFF RECOMMENDATION

Approve the FY2021 Second Quarter Report.

PROPOSED ACTIONS

ACTION: Approve the FY2021 Second Quarter Report.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2nd Quarter Financial Report

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending 9/30/2021
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

Fund	Original Budget	Final Budget	March-21 YTD	Percent of Year 50% Budget to Actual To Date
General Fund Revenues	16,942,594	16,942,594	10,441,549	61.63%
Salaries & Benefits	9,089,595	9,089,595	4,118,760	45.31%
Operations	3,966,954	3,966,954	1,915,897	48.30%
Capital Outlay	0	0	18,775	0.00%
Transfers	3,886,045	3,886,045	2,206,339	56.78%
Total General Fund Expenditures	16,942,594	16,942,594	8,259,771	48.75%
Street Department Revenues	2,956,724	2,956,724	1,396,623	47.24%
Salaries & Benefits	925,850	925,850	353,990	38.23%
Operations	1,080,404	1,080,404	448,997	41.56%
Capital Outlay	0	0	0	0.00%
Transfers	950,470	950,470	480,286	50.53%
Total Street Fund Expenditures	2,956,724	2,956,724	1,283,272	43.40%
Recreation & Culture Revenues	3,331,880	3,331,880	1,353,508	40.62%
Salaries & Benefits	2,132,838	2,132,838	667,122	31.28%
Operations	1,175,242	1,175,242	353,538	30.08%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Transfers	23,800	23,800	23,800	100.00%
Total Parks & Rec Expenditures	3,331,880	3,331,880	1,044,461	31.35%
MSD Community Playfields Revenues	148,282	148,282	64,092	43.22%
Salaries & Benefits	73,078	73,078	27,922	38.21%
Operations	71,193	71,193	12,435	17.47%
Transfers	4,011	4,011	4,011	100.00%
Total MSD Community Playfields	148,282	148,282	44,368	29.92%
1912 Center Revenues	106,100	106,100	53,054	50.00%
Operations	106,100	106,100	47,648	44.91%
Capital Outlay	0	0	0	0.00%
Total 1912 Center Expenditures	106,100	106,100	47,648	44.91%
Transit Center Revenues	29,626	29,626	29,937	101.05%
Operations	29,626	29,626	9,674	32.66%
Total Transit Center Fund	29,626	29,626	9,674	32.66%
Water Fund Revenues	6,912,676	6,912,676	2,861,333	41.39%
Salaries & Benefits	1,401,007	1,401,007	610,528	43.58%
Operations	1,872,883	1,872,883	756,454	40.39%
Capital Outlay	90,000	90,000	10,866	12.07%
Debt Service	0	0	95,906	0.00%
Transfers	3,548,786	3,548,786	1,818,902	51.25%
Total Water Fund Expenditures	6,912,676	6,912,676	3,292,655	47.63%
Sewer Fund Revenues	9,296,006	9,296,006	4,160,389	44.75%
Salaries & Benefits	1,286,701	1,286,701	590,772	45.91%
Operations	2,372,961	2,372,961	828,953	34.93%

Capital Outlay	160,000	160,000	107,800	67.38%
Debt Service	1,113,346	1,113,346	656,375	58.96%
Transfers	4,362,998	4,362,998	2,182,358	50.02%
Total Sewer Fund Expenditures	9,296,006	9,296,006	4,366,258	46.97%
Sanitation Fund Revenues	6,377,084	6,377,084	2,976,626	46.68%
Salaries & Benefits	159,975	159,975	68,057	42.54%
Operations	4,785,178	4,785,178	1,924,042	40.21%
Capital Outlay	0	0	19,369	0.00%
Transfers	1,431,931	1,431,931	715,969	50.00%
Total Sanitation Fund	6,377,084	6,377,084	2,727,436	42.77%
Fleet Management Revenues	2,829,415	2,829,415	835,619	29.53%
Salaries & Benefits	326,450	326,450	148,289	45.42%
Operations	2,146,765	2,146,765	163,968	7.64%
Capital Outlay	343,800	343,800	113,572	33.03%
Debt Service	11,200	11,200	2,659	23.74%
Transfers	1,200	1,200	1,200	100.00%
Total Fleet Management Expenditures	2,829,415	2,829,415	429,688	15.19%
Information Systems	1,690,912	1,690,912	974,534	57.63%
Salaries & Benefits	559,374	559,374	247,281	44.21%
Operations	985,038	985,038	604,669	61.39%
Capital Outlay	146,500	146,500	81,824	55.85%
Transfers	0	0	0	0.00%
Total Information Systems Expenditures	1,690,912	1,690,912	933,775	55.22%
Revenue for Miscellaneous Funds				
Water Construction Fund	12,219,947	12,219,947	873,937	7.15%
Sewer Construction Fund	14,548,202	14,548,202	1,389,564	9.55%
Sanitation Construcion Fund	6,662,522	6,662,522	209,214	3.14%
Capital Projects Fund	10,750,618	10,750,618	845,269	7.86%
LID Construction Fund	29,166	29,166	76	0.26%
Hamilton P & R	227,700	227,700	3,932	1.73%
Bond & Interest Debt Service Fund	1,047,400	1,047,400	478,751	45.71%
LID Bonded Debt Service Fund	26,659	26,659	1,534	5.75%
Total Miscellaneous Fund Revenue	45,512,214	45,512,214	3,802,278	8.35%
Expenses for Miscellaneous Funds				
Water Construction Fund	12,219,947	12,219,947	1,932,913	15.82%
Sewer Construction Fund	14,548,202	14,548,202	24,030	0.17%
Sanitation Construcion Fund	6,662,522	6,662,522	0	0.00%
Capital Projects Fund	10,750,618	10,750,618	2,609,562	24.27%
LID Construction Fund	29,166	29,166	0	0.00%
Hamilton P & R	227,700	227,700	211,704	92.97%
Bond & Interest Debt Service Fund	1,047,400	1,047,400	118,090	11.27%
LID Bonded Debt Service Fund	26,659	26,659	0	0.00%
Total Miscellaneous Fund Expenses	45,512,214	45,512,214	4,896,299	10.76%
Total City Revenue (1)	96,133,513	96,133,513	28,949,542	30.11%
Total City Expenses	96,133,513	96,133,513	27,335,306	28.43%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

COMMITTEE STAFF REPORT

DATE: Monday, April 12, 2021



RESPONSIBLE STAFF

David Schott, Assistant Parks and Recreation Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Hamilton-Lowe Aquatic Center Play Structure Replacement Equipment (ACTION ITEM) - David Schott

DESCRIPTION

City staff is requesting authorization to purchase a replacement play structure for the Hamilton-Lowe Aquatic Center (HLAC) from Vortex USA in an amount not to exceed \$134,000.

The existing play structure was installed as part of the original pool construction in 2000 and has provided countless smiles and memories through the years. However, the existing play structure is wearing out and needs replacement. The project is slated for the fall of 2021 after the 2021 pool season has concluded. The project will be completed in the spring of 2022 prior to the 2022 pool season.

The City issued a Request for Proposals (RFP) to provide the design, sale, construction, and installation of the play structure. The legal advertisement was published in the Daily News on October 31, 2020 and November 7, 2020. The RFP was also sent directly to ten (10) aquatic play structure suppliers and posted on the City website. Each aquatic play structure supplier was giving the option to submit two separate proposals.

The City received six (6) proposals from three (3) play structure suppliers. Four (4) of the proposals were deemed non-responsive by City staff. Given only two responsive proposals were received by the City, both from Vortex USA, staff opted to bring the two very similar proposals to the Parks and Recreation Commission on January 28, 2021 for their recommendation to City Council.

STAFF RECOMMENDATION

Recommend approval of purchase of Hamilton-Lowe Aquatic Center replacement play structure from Vortex USA in an amount not to exceed \$134,000.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of purchase of Hamilton-Lowe Aquatic Center replacement play structure from Vortex USA in an amount not to exceed \$134,000, or provide staff further direction.

FISCAL IMPACT

Funding for the project will be expended from Capital Projects line item 350-165-770-74 Swimming Pool Renovation. Expenditure of \$134,000 with Vortex USA for the purchase of the play structure equipment.

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. PurchaseAgreement-HLACPlaystructureProject_Vortex_final
2. 03.22.21 Hamilton-Lowe Renovation_35485_VA_FP-00 REVISED COLORS

**PURCHASE AGREEMENT
FOR HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE
BETWEEN CITY OF MOSCOW, IDAHO
AND VORTEX USA, INC.**

THIS PURCHASE AGREEMENT FOR HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE BETWEEN CITY OF MOSCOW, IDAHO, AND VORTEX USA, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Vortex USA Inc., 11024 Bailey Road, Suite C, Cornelius, North Carolina, 28031 (hereinafter "SUPPLIER"):

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Request for Proposals" see Attachment 'A', SUPPLIER submitted a proposal containing an offer invited by said solicitation; and

WHEREAS, SUPPLIER's proposal is expressly reserved to the supply of the structure and does not include any services related to the demolition, installation and or commissioning of the structure, see Attachment 'B', fulfills the entire Request for Proposal; and

WHEREAS, CITY has contracted WMS to demolish, install and commission the structure supplied by SUPPLIER; and

WHEREAS, CITY has accepted SUPPLIER's bid for the supply of the structure portion of the Request for Proposals;

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 SUPPLIER concerning the product to be delivered, are this Agreement, pages one (1) through six (6), and the following:

1. Request for Proposal, see Attachment 'A';
2. Bid/Proposal of SUPPLIER, dated February 1, 2021, physically attached to this Agreement, see Attachment 'C';
3. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

SUPPLIER shall deliver the structure as specified, indicated and required under the Contract Documents, contained herein under Article 1. for CITY project (hereinafter "Project") titled:

HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE INSTALLATION

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

Delivery of the structure pursuant to this Agreement shall be substantially completed on or before (at minimum 16 weeks from execution of agreement), unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

SUPPLIER and CITY recognize that time is of the essence and that CITY will suffer financial loss if the structure is not delivered by the time specified above, unless approved extensions thereof are permitted in accordance with Article 9 herein. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and SUPPLIER agree that as liquidated damages for delay (but not as a penalty), SUPPLIER shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the structure is actually delivered.

ARTICLE 4. CONTRACT SUM

CITY shall pay SUPPLIER for purchase of the structure in accordance with the Contract Documents in current funds in the amount of One Hundred Thirty-Four Thousand Dollars (\$134,000), as submitted by SUPPLIER. In no event shall Contract amount exceed SUPPLIER's bid amount of One Hundred Thirty-Four Thousand Dollars (\$134,000), unless otherwise authorized by CITY. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signatures that no employer-employee relationship is established between SUPPLIER and CITY by the terms of this Agreement. It is understood by the Parties hereto that SUPPLIER is an independent contractor and, as such, neither SUPPLIER nor SUPPLIER'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

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

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

To the fullest extent permitted by law, WMS agrees, and shall bind all sub-subcontractors to agree, to indemnify SUPPLIER and CITY and to defend and hold Indemnitees forever harmless from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of WMS' work and in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, by any claim that arises out of or was in connection with or incident to the work of WMS, and regardless whether directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to in part by a party indemnified hereunder or by anyone acting under their direction, control or on their behalf.

ARTICLE 8.
CONFLICT OF INTEREST

SUPPLIER 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 SUPPLIER's services hereunder. SUPPLIER further covenants that, in performing this Agreement, SUPPLIER will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, SUPPLIER shall immediately disclose such conflict to the Assistant Parks and Recreation Director, and CITY.

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. SUPPLIER 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

SUPPLIER represents that it possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. SUPPLIER further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by SUPPLIER shall be deemed material and shall subject SUPPLIER to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of SUPPLIER will, in any way, serve to modify the provisions of this requirement. SUPPLIER 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 SUPPLIER, SUPPLIER'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. SUPPLIER shall not discriminate against any employee or applicant for employment. SUPPLIER'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. SUPPLIER 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 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**

SUPPLIER warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. SUPPLIER 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 SUPPLIER shall make this Agreement null and void. SUPPLIER further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. SUPPLIER acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

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

SUPPLIER:

Vortex USA Inc.
Michelle Lynn
11024 Bailey Road, Suite C
Cornelius, North Carolina 28031

CITY:

City of Moscow
David Schott
Assistant Parks and Recreation Director
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and SUPPLIER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Product payment terms are a thirty percent (30%) non-refundable deposit at purchase order, fifty percent (50%) at shipping, and twenty percent (20%) at net forty-five (45) days as described in Attachment C.

**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 SUPPLIER and CITY have caused this Agreement to be executed on the day and year first above written.

SUPPLIER:

Vortex USA, Inc.

CITY:

City of Moscow, Idaho

By: Michelle Lynn

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Michelle Lynn, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Vortex USA, Inc.

Notary Public for the State of _____
Residing at _____
My commission expires _____



**City of Moscow
Parks & Recreation Department**

Request for Proposals

**HAMILTON-LOWE AQUATICS CENTER -
AQUATIC PLAY STRUCTURE REPLACEMENT
PROJECT**

October 26, 2020

**CITY OF MOSCOW, IDAHO
REQUEST FOR PROPOSALS
HAMILTON-LOWE AQUATICS CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT
PROJECT**

The City of Moscow is accepting sealed proposals for the design, sale, delivery, and construction and installation of an aquatic play structure at the Hamilton-Lowe Aquatics Center (HLAC) located at 830 North Mountain View Road in Moscow Idaho. This aquatic play structure is a replacement piece for the existing structure. The City of Moscow City Council will select one (1) supplier for the provision of the replacement aquatic play structure and its successful installation.

Interested suppliers and installers are encouraged to submit proposals, including the attached fee proposal information sheet to:

City of Moscow Park Shop
Attn: Hamilton-Lowe Aquatic Center - Aquatic Play Structure Replacement Project Proposal
650 North Van Buren Street
Moscow, Idaho 83843

Proposals must be received by Thursday, December 10, 2020 by 2:00 p.m. Pacific Time

Scope of Project:

General Information – The project site is located in Moscow, Idaho at the Hamilton-Lowe Aquatics Center (HLAC). The HLAC was constructed in 1999 and open to the public in 2000. The original main aquatic play structure in the activities pool is 20 years old and is scheduled for replacement in 2021. Pictures of the existing aquatic play structure are included in this RFP for reference (Exhibit A).

General Project Description – The existing aquatic play structure will be removed by City of Moscow staff. The selected new aquatic play structure must be installed using existing infrastructure. The 1998 HLAC Play Structure Drawings are included in this RFP for reference (Exhibit B) including the existing pump specifications and curves (Exhibit C). It is the intention to utilize the footprint area already established by the existing structure for the new structure. The area including use zones is approximately forty-two (42) feet long by thirty-seven (37) wide that must include use zones (Exhibits D and E). Please note, the aquatic play structure will be installed on a sloped zero entry pool floor. The source of water is a single eight (8) inch pipe supplied by existing pump. Piping, posts and tubing must be made of a commercial grade, durable, aquatic approved coated material; for example, stainless steel. Any repairs and modifications to the plaster surfacing must provide a functional, aesthetic, and safe surface and must be included in the total cost of the project.

The aquatic play structure should be design for children up to twelve (12) years of age. The budget range for the project is \$160,000 to \$180,000. **The design, sale, delivery, and construction and installation of the aquatic play structure shall be provided at a total project cost not to exceed one hundred eighty thousand dollars (\$180,000).**

A voluntary pre-proposal, site visit meeting is scheduled for Monday, November 16, 2020 at 10:30 a.m. PST. Please RSVP to dschott@ci.moscow.id.us

The proposed aquatic play structure presentation board (digital and hardcopy) as presented for public voting shall not exceed the price proposal submitted, or will be considered non-responsive and not considered.

HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT – REQUEST FOR PROPOSALS
PAGE 2 OF 26

The City reserves the right to disqualify any respondent who provides inaccurate or misleading information or data.

Selection Process - Responsive proposals will be presented to the public in both a digital and hardcopy presentation board for public voting. The supplier shall provide design, sale and delivery of aquatic play structure, construction and installation costs for their proposal. City staff will present the results of the public voting to the City of Moscow Parks and Recreation Commission for their consideration. The Parks and Recreation Commission and City staff will make the final recommendation to the Moscow City Council based on voting preference and responsiveness to project specifications. It is anticipated the Moscow City Council will consider the final recommendation of the Parks and Recreation Commission on March 15, 2021.

The City reserves the right to determine color themes of aquatic play structure at a later date.

There will be no compensation for submittal designs and proposals. The City of Moscow reserves the right to reject any and all proposals at any time. After the selection process is completed, all unsuccessful materials and submittals remain the property of the City of Moscow and will be destroyed. Until the selection process is complete all submittals and designs will be considered proprietary in nature and will be held in strict confidence.

General inquiries concerning the Hamilton-Lowe Aquatic Center Aquatic Play Structure Replacement Project should be directed to David Schott, Assistant Parks and Recreation Director at (208) 883-7098 or dschott@ci.moscow.id.us. Please note, any Requests for Information shall be requested in a digital format at dschott@ci.moscow.id.us.

Design Development – The chosen supplier shall enter into an Agreement with the City for the design, sale, delivery, and construction and installation of an aquatic play structure at the Hamilton-Lowe Aquatics Center (HLAC). The chosen supplier shall provide construction documents, drawings, and technical specifications for the selected aquatic play structure.

Installation – Assembly, any construction and installation shall be provided by the supplier. The current aquatic play structure will be removed by City of Moscow staff; however, removal of the existing footers and the construction of new footers and all other necessary construction shall be the responsibility of the supplier. All tools and equipment required to install the aquatic play structure shall be provided by the supplier.

Prevailing wages are not required on this project. The construction and installation of the aquatic play structure will furnish separate performance and payment bonds in the full amount of the construction and installation price. Contractor(s) providing the construction and installation of the aquatic play structure must hold a Idaho Public Works License.

A representative of the supplier is required to conduct a post installation inspection of equipment with City of Moscow staff present to insure the proper installation has met according to the manufacture's installation instructions. A written aquatic play structure safety inspection written report shall be provided by supplier. If not installed properly, modifications must be completed prior to final completion.

Additional Construction Oversight – The City of Moscow will perform on-site construction administration. Periodic meetings to review project status will be scheduled at the pre-construction meeting.

General Proposal Requirements - Proposers can submit up to two (2) proposals but are limited to two (2) design submittals for this project, each as a completely separate submittal.

The proposing firm shall submit three (3) hard copies of its Proposal for the project, and one (1) twenty-four inch by thirty-six inch (24"x36") design drawing for presentation purposes, mounted on foam board. Please note, only one, single 24"x36" presentation board from each submittal will be presented for public voting.

The proposing firm shall submit a digital Proposal for the project and one (1) digital twenty-four inch by thirty-six inch (24"x36") design drawing for presentation purposes.

The submittal shall be limited to a maximum of thirty (30) letter-size pages (8-1/2"x11") single sided, not smaller than eleven (11) point type.

The cover letter, table of contents, and tabs do not count toward the page limits.

Manufacturer cut sheets, including photos, are included in the page limits; submittals exceeding the page limits may be considered non-responsive.

Each proposal shall include schematic drawings showing all dimensions and elevations, product photographs and color three (3) dimensional drawings depicting layout of the equipment to be provided.

All product and workmanship warranties and specifications shall be included in Proposal.

An owner's manual must be supplied at final close out of the project.

All aquatic play structure equipment shall be certified to completely conform to the Americans with Disabilities Act (ADA) and the American Society for Testing and Materials (ASTM) F2461 – 18 Standard Practice for Manufacture, Construction, Operation, and Maintenance of Aquatic Play Equipment.

Project Timeline Milestones

2021 Hamilton-Lowe Aquatic Center Play Structure Replacement Project		
Project Timeline		
Start Date	Finish Date	Note
Monday, October 26, 2020	Monday, October 26, 2020	RFP Issued
Saturday, October 31, 2020	Saturday, October 31, 2020	First Legal Ad
Saturday, November 07, 2020	Saturday, November 07, 2020	Second Legal Ad
Monday, November 16, 2020	Monday, November 16, 2020	Pre Proposal Meeting / Site Visit 10:30 A.M. PST
Thursday, December 10, 2020	Thursday, December 10, 2020	RFP Closes
Thursday, January 28, 2021	Thursday, January 28, 2021	Parks and Recreation Commission Consideration
Monday, February 01, 2021	Friday, February 26, 2021	Contract Development and Legal Review
Monday, March 08, 2021	Monday, March 08, 2021	Public Works / Finance Committee
Monday, March 15, 2021	Monday, March 15, 2021	City Council Consideration
Tuesday, March 16, 2021	Tuesday, March 16, 2021	Notice of Award
Wednesday, March 17, 2021	Wednesday, March 31, 2021	Contract Execution / P and P Bonds
Thursday, April 01, 2021	Friday, August 20, 2021	Planning, Design, Play Structure Order
Wednesday, September 01, 2021	Wednesday, September 01, 2021	Pre Construction Meeting
Wednesday, September 01, 2021	Wednesday, September 01, 2021	Issue Notice to Proceed
Thursday, September 09, 2021	Monday, September 13, 2021	Demo - City Staff
Tuesday, September 14, 2021	Wednesday, October 13, 2021	Construction and Installation (30 Days)
Thursday, October 14, 2021	Thursday, October 14, 2021	Substantial Completion Walkthrough / Punchlist
Thursday, October 21, 2021	Thursday, October 21, 2021	Final Completion

RESERVATION OF RIGHTS BY THE CITY OF MOSCOW

The City of Moscow reserves the right to negotiate a final design with the selected supplier for providing the aquatic play structure .

Proponents are cautioned that a Proposal or part of a Proposal may be made public or otherwise disclosed by the City if the City elects to do so or is required to do so by law.

The City's criteria and requirements for the nature and scope of design of the Project are set out in this RFP, but the City reserves the right, in its sole discretion, to alter those criteria or requirements in the course of negotiations with a Proponent.

The City reserves the right to request additional information and data from any or all Proponents.

The City reserves the right to disqualify any respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.

The City shall have the right to accept or reject any Proposal which rejection or acceptance is deemed to be in the best interest of City.

By responding to this RFP, each respondent agrees that any finding by the City of Moscow of any fact in dispute with respect to this RFP or the responses thereto, shall be final and conclusive, except as provided herein.

Hamilton-Lowe Aquatic Center - Aquatic Play Structure Replacement Project
City of Moscow
P O Box 9203 (Mailing Address)
650 North Van Buren Street (Shipping Address)
Moscow, Idaho 83843

Following is my fee proposal for the City of Moscow's Hamilton-Lowe Aquatic Center - Aquatic Play Structure Replacement Project:

Design of Play Structure:	\$
Sale of Aquatic Play Structure and Delivery:	\$
Construction and Installation of Play Structure:	\$ _____
Proposal Total:	\$

Date

Firm Name

Mailing Address

_____ Authorized Representative	_____ Phone Number
------------------------------------	-----------------------

Email Address

Estimated delivery time from order date:

The Proponent proposes to use the following sub-contractors in the construction and installation of the aquatic play structure.

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a. _____			
b. _____			

HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT - REQUEST FOR PROPOSALS
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- c. _____
- d. _____
- e. _____

EXHIBIT A
EXISTING SITE PICTURES



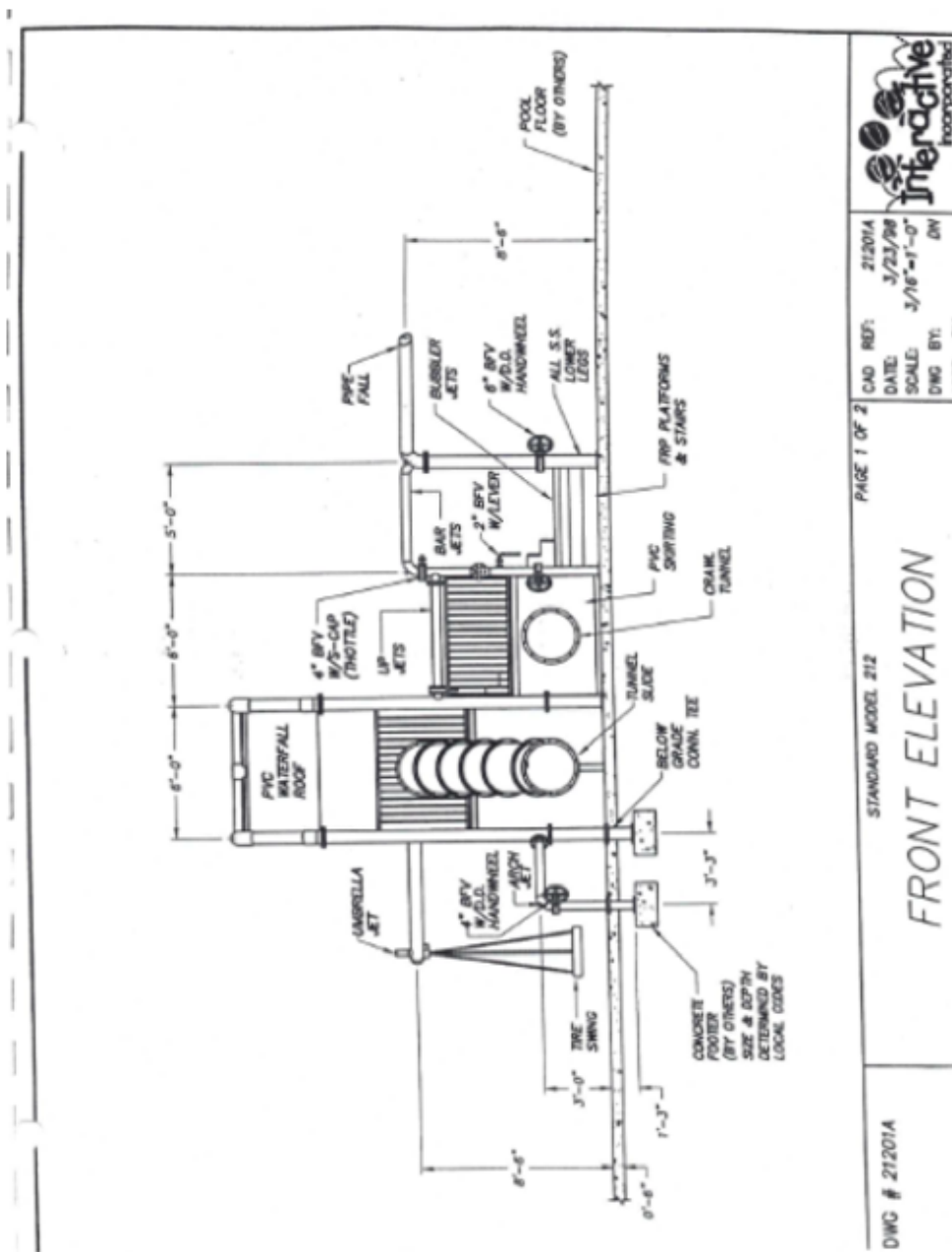
HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT – REQUEST FOR PROPOSALS
PAGE 8 OF 26





CONSTRUCTION AGREEMENT – VORTEX USA, INC. AND CITY
HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE



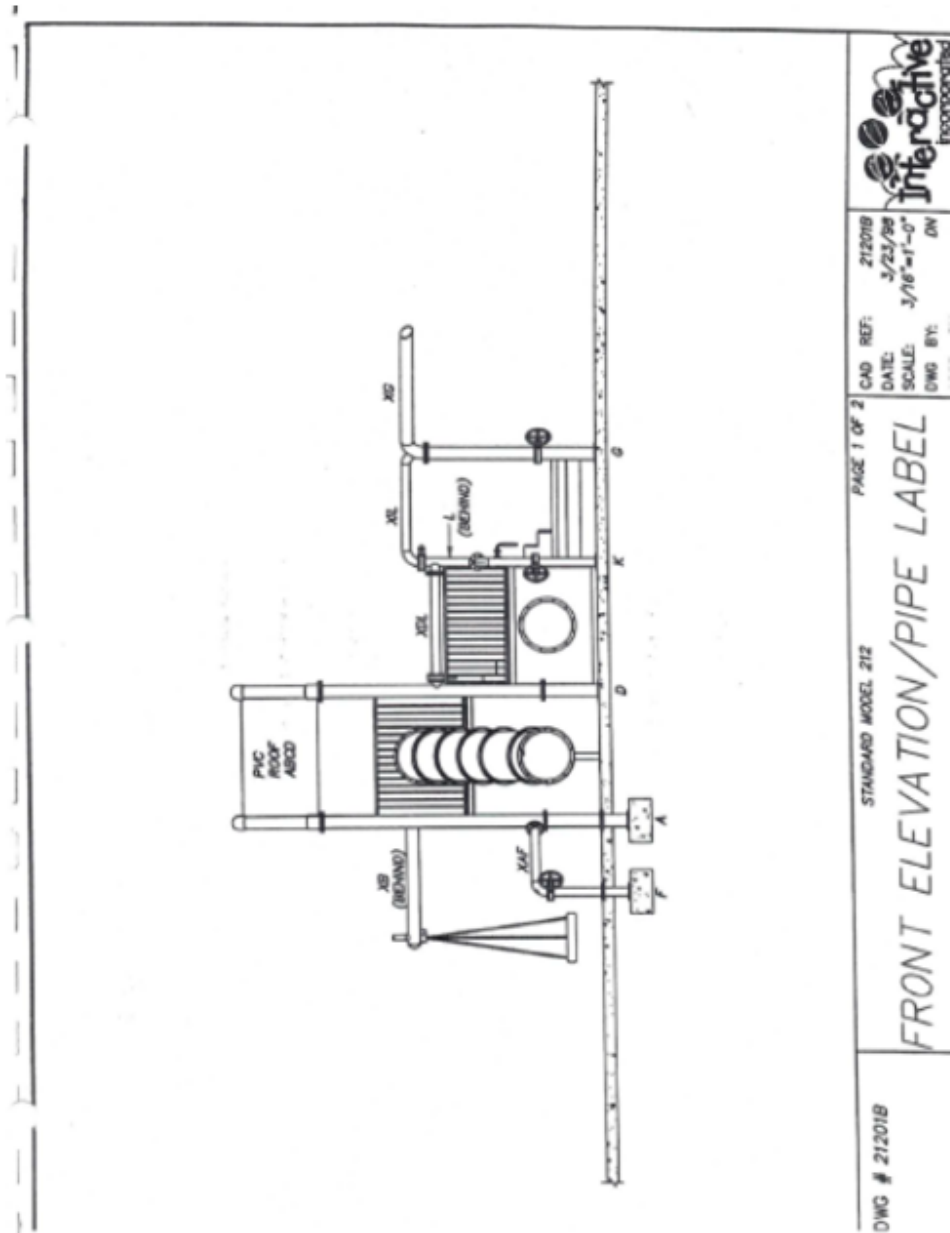


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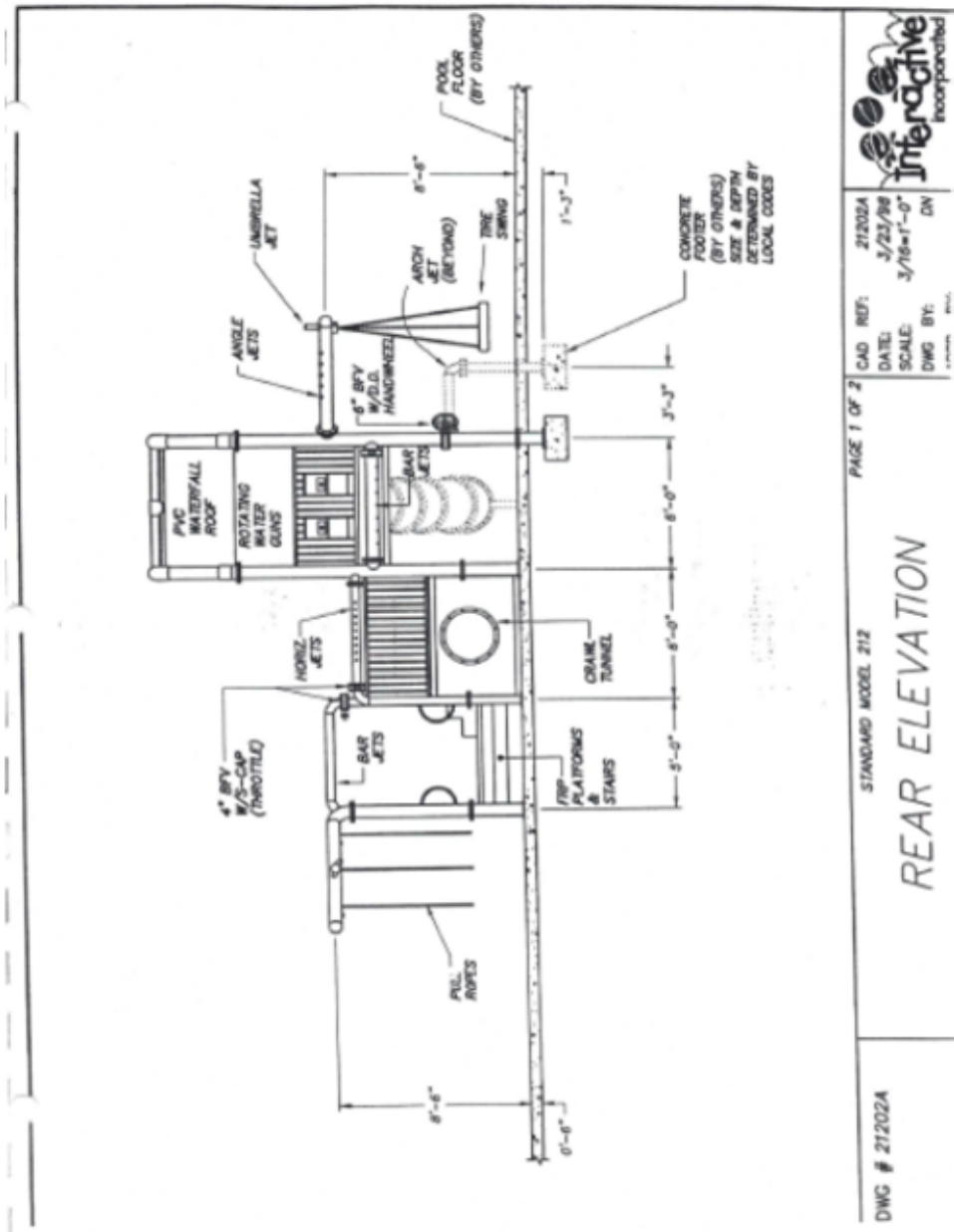
STANDARD MODEL 212

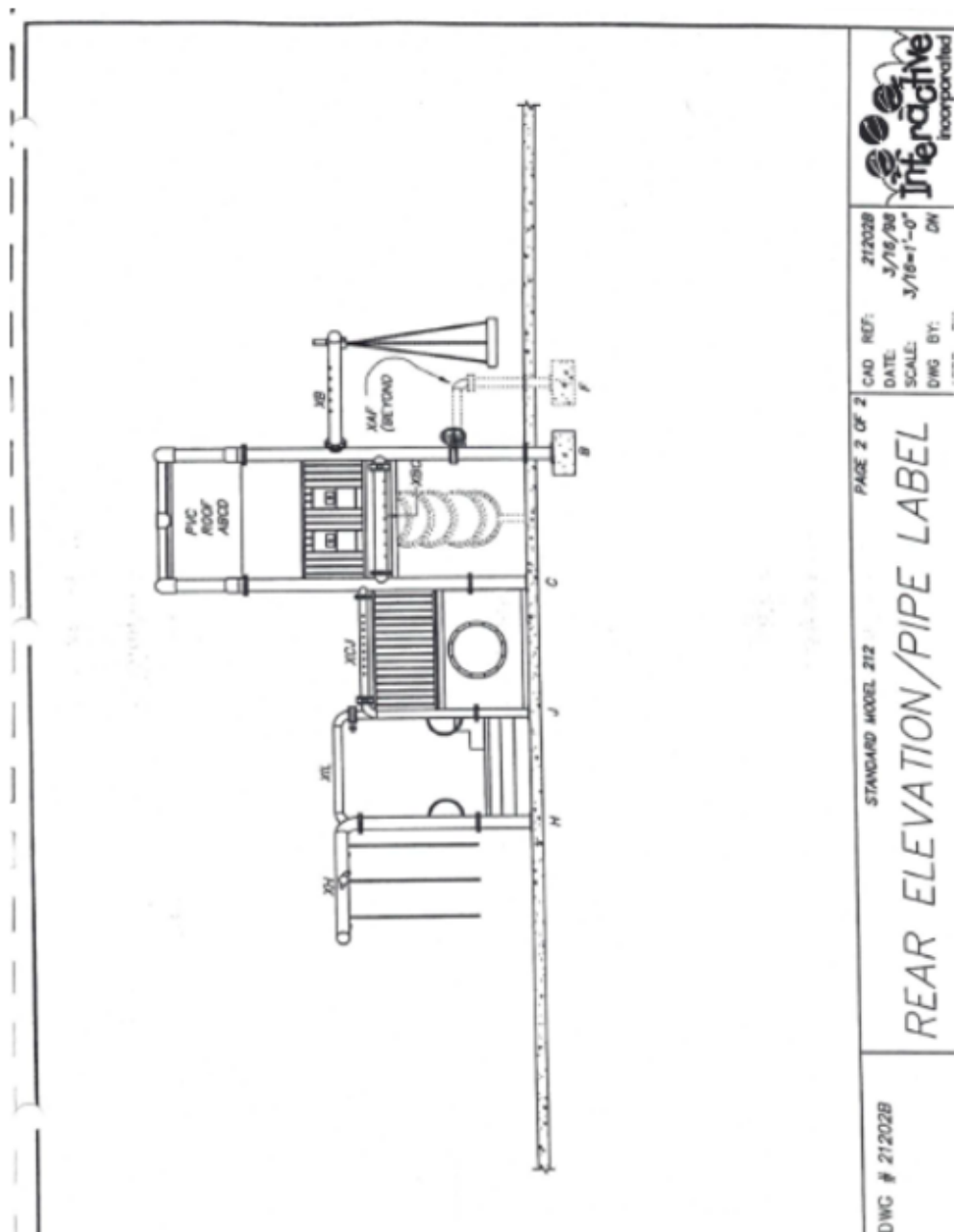
FRONT ELEVATION

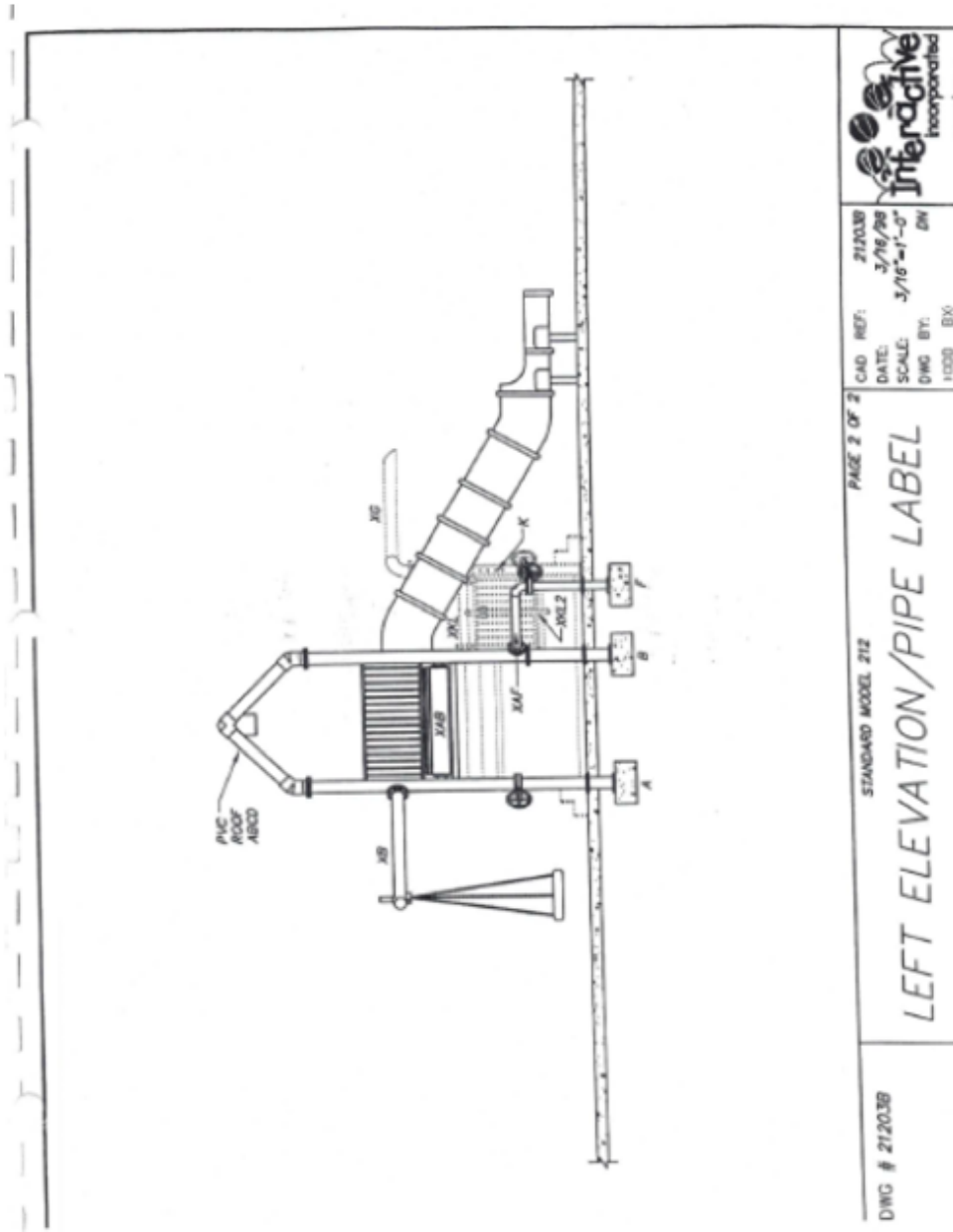
PAGE 1 OF 2	CAD REF: 21201A DATE: 3/23/98 SCALE: 3/16"=1'-0" DWG BY: DW		21201A 3/23/98 3/16"=1'-0" DW
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DWG # 212018 STANDARD MODEL 212 PAGE 1 OF 2	CAD REF: 212018 DATE: 3/23/98 SCALE: 3/16"=1'-0" DWG BY: DN	
FRONT ELEVATION/PIPE LABEL		







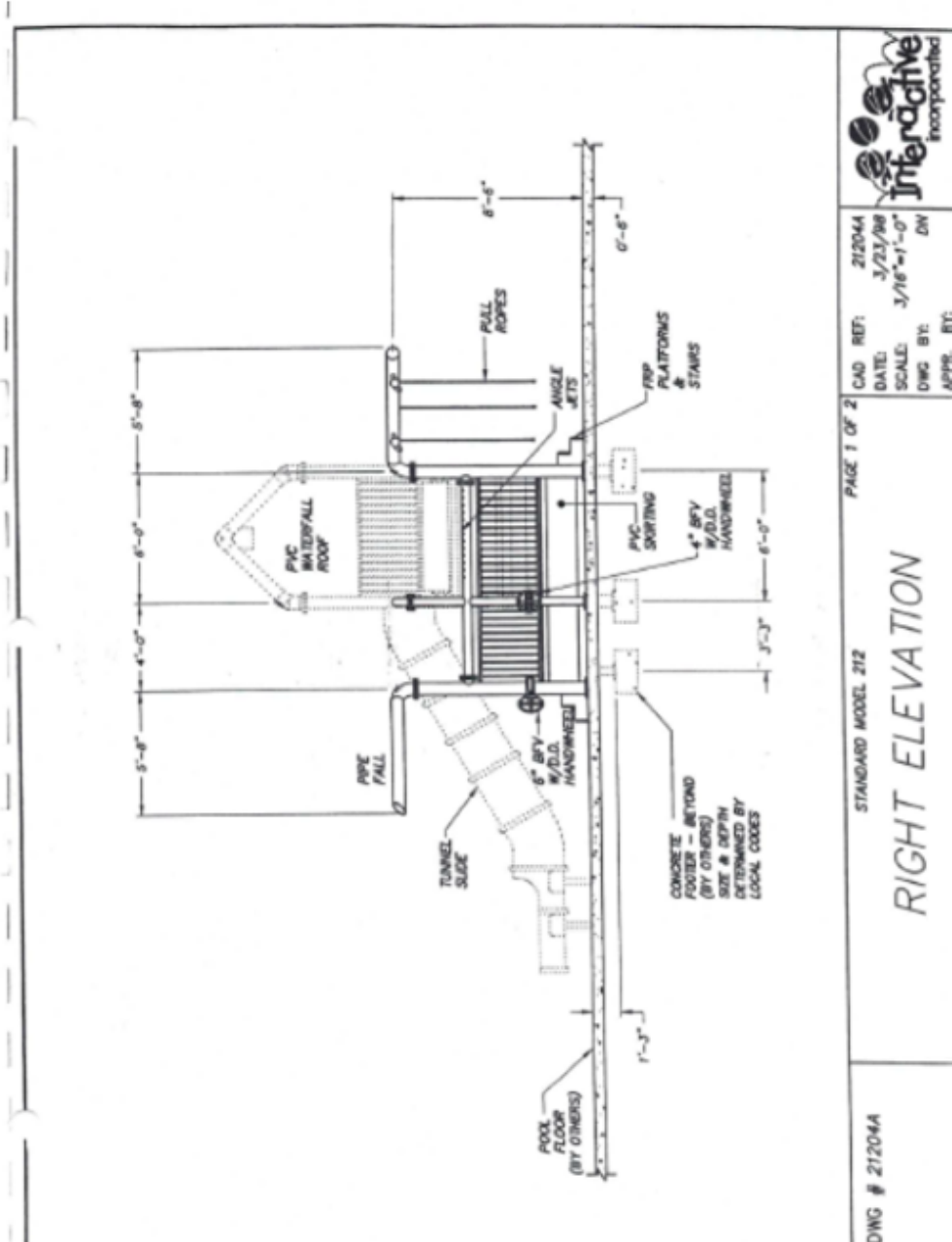
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 DATE: 3/16/98
 SCALE: 3/16"=1'-0"
 DWG BY: DW
 11000 BX

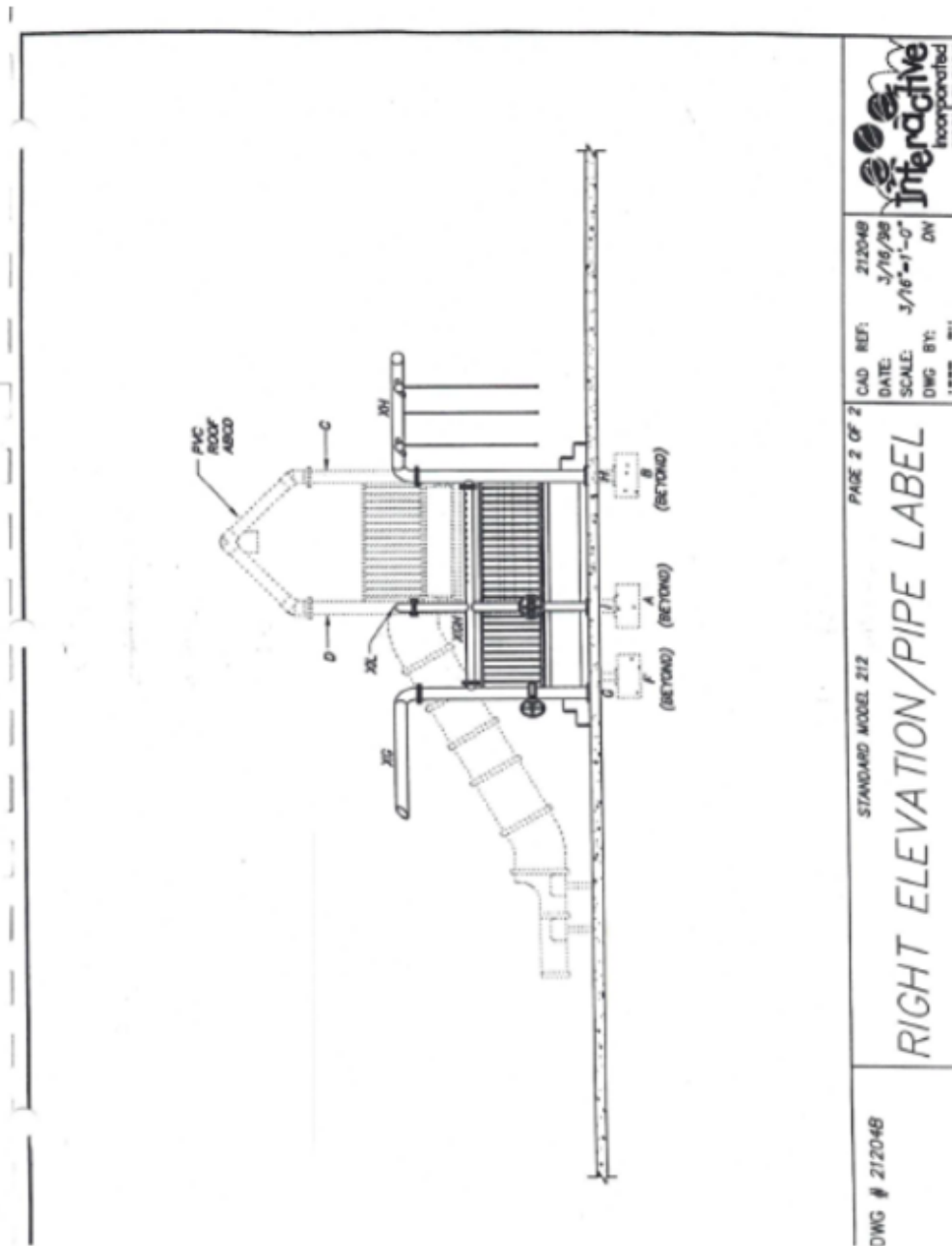
PAGE 2 OF 2

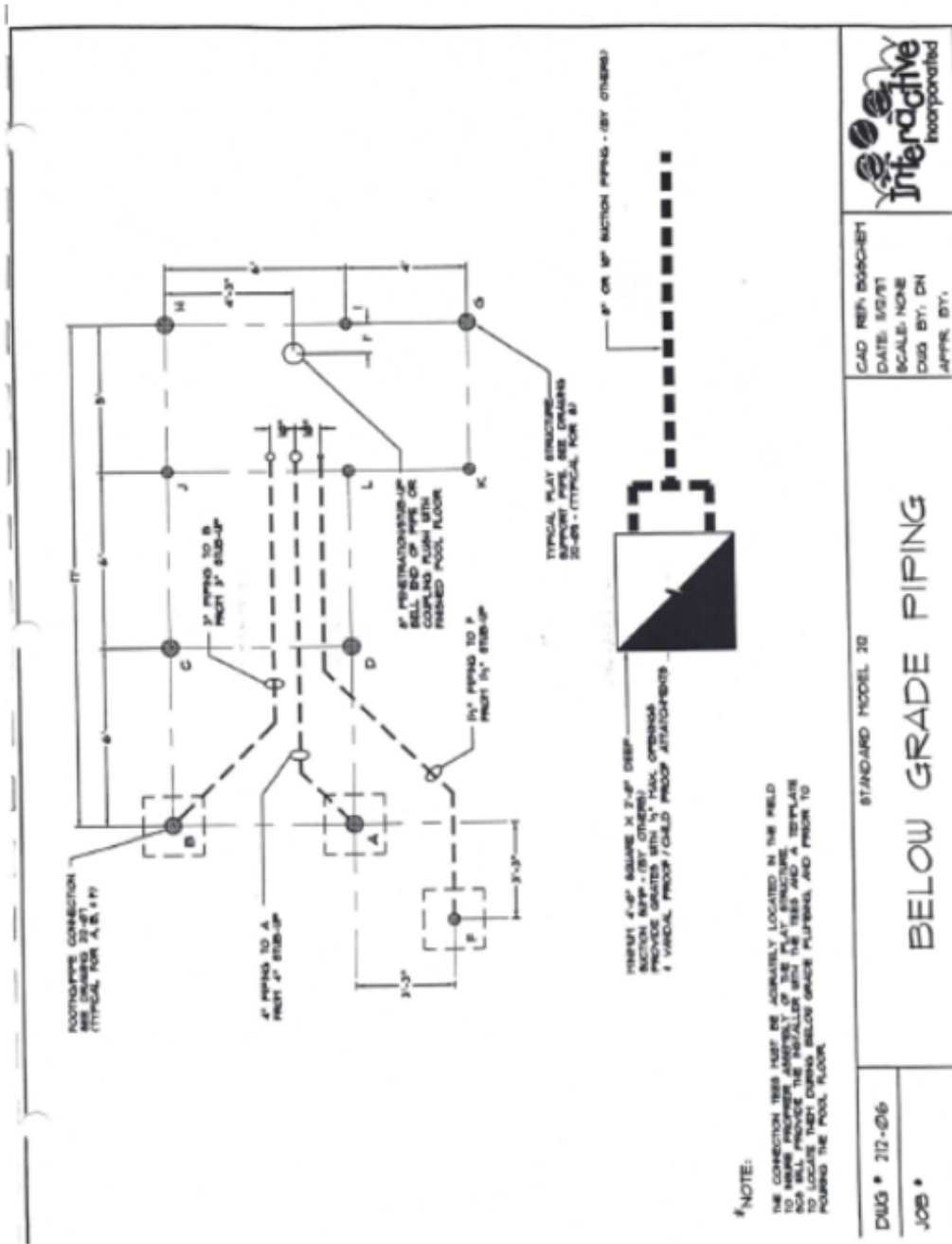
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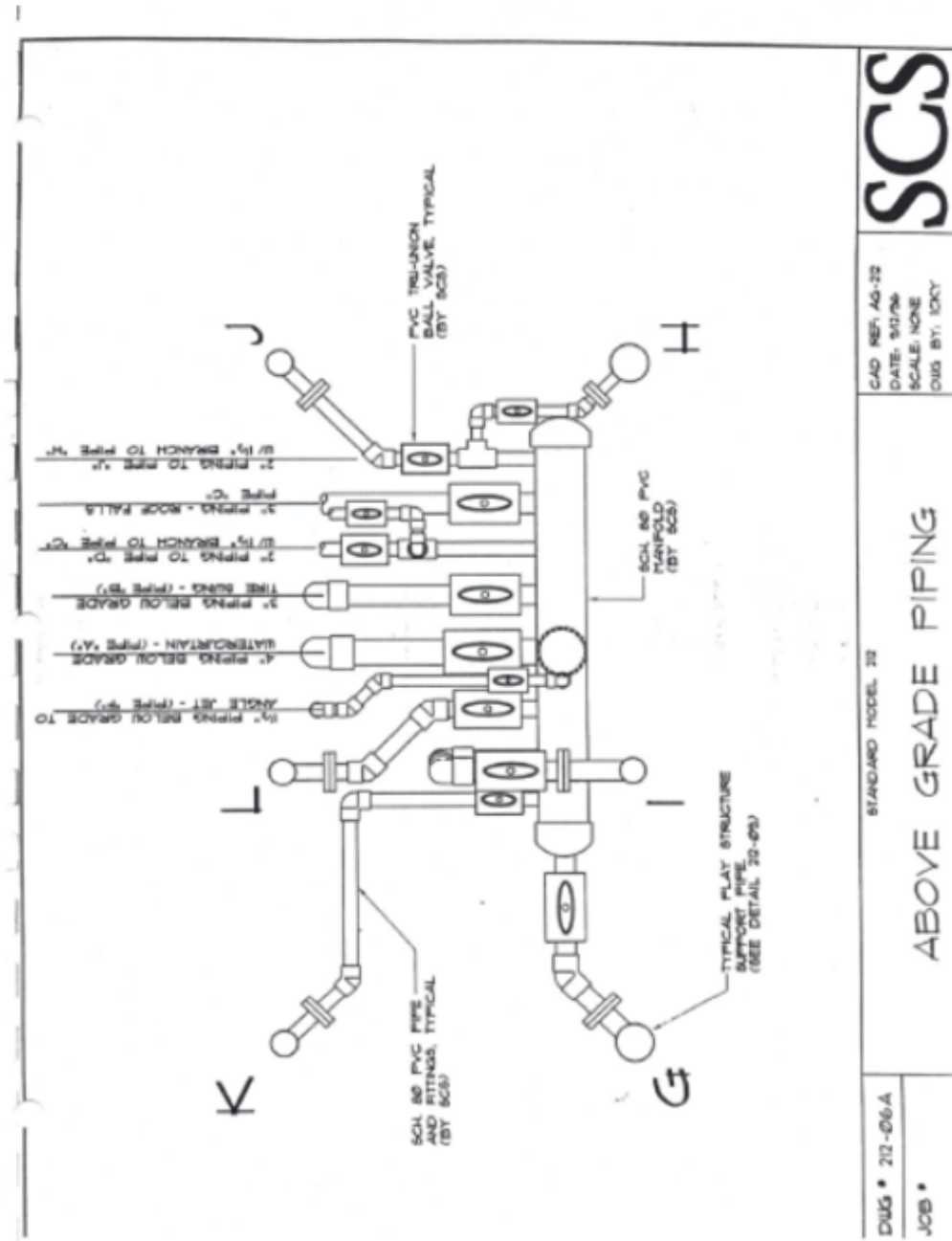
LEFT ELEVATION/PIPE LABEL

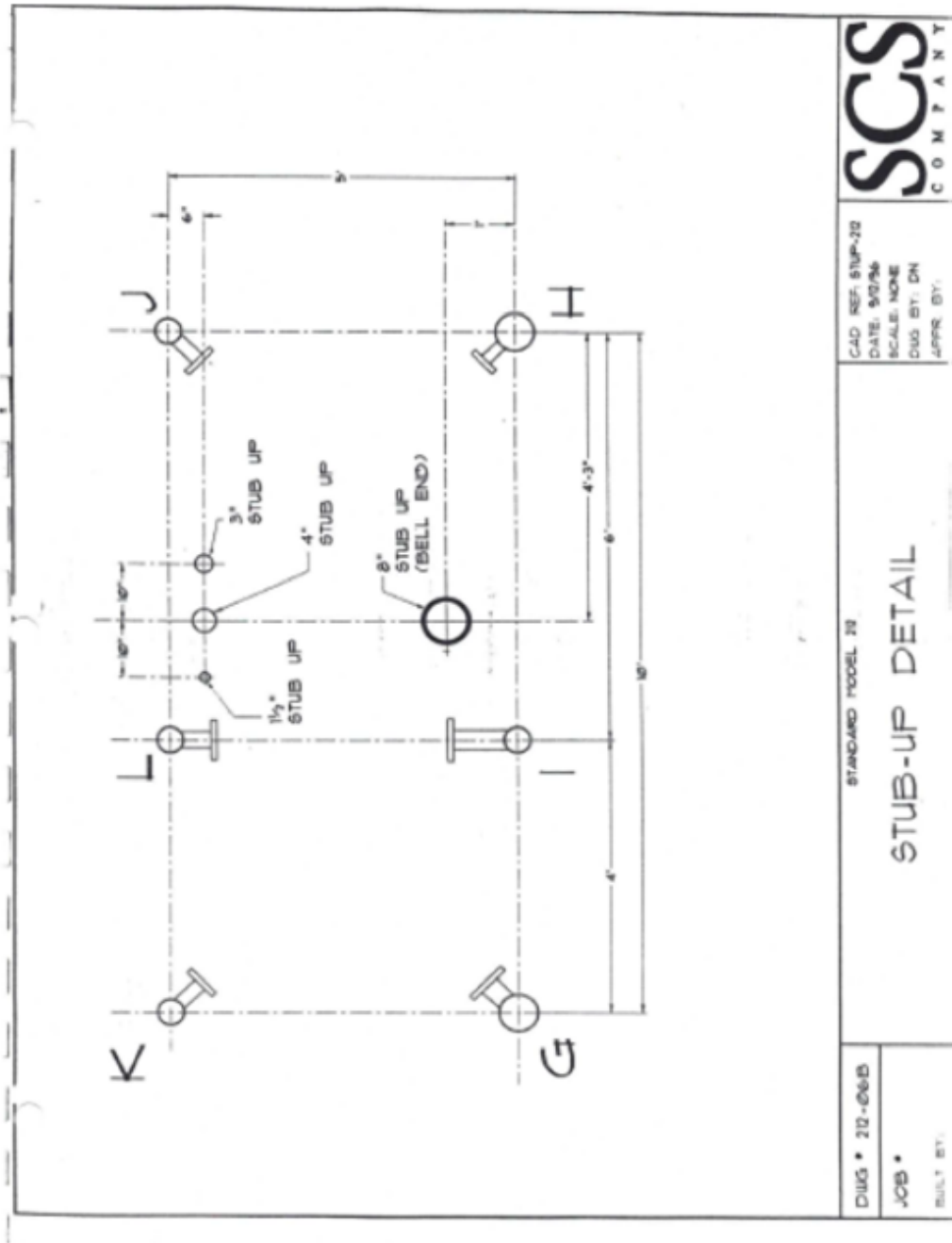
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HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT - REQUEST FOR PROPOSALS
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EXHIBIT C

ASC Pumping Equipment
Project: Moscow Lap P7 SCS
by: Gregg Emond

H2Optimize ver: 5.03
File: (untitled)
Nov 22, 1999

PUMP DATA SHEET AURORA PUMP

Catalog: AURORA60 v. 1.2

CURVE: PC148716

TYPE - SPEED: 340-ES - 1800

PUMP Size: 6x6x11

Speed: 1750 rpm

Imp dia: 8.5 in

Max Temperature: - °F

Max Pressure: - psi_g

Max Sphere Size: - in

Specific Speed Ns: -

Suction Nss: -

Suction size: 6 in

Discharge size: 6 in

FLUID: Water tmp: 60 °F

SG: 1

visc: 1.122 cP

vapor: 0.2568 psi

atm: 14.7 psi

NPSHa: - ft

PIPING Pressure: - psi

Suction elev: - ft

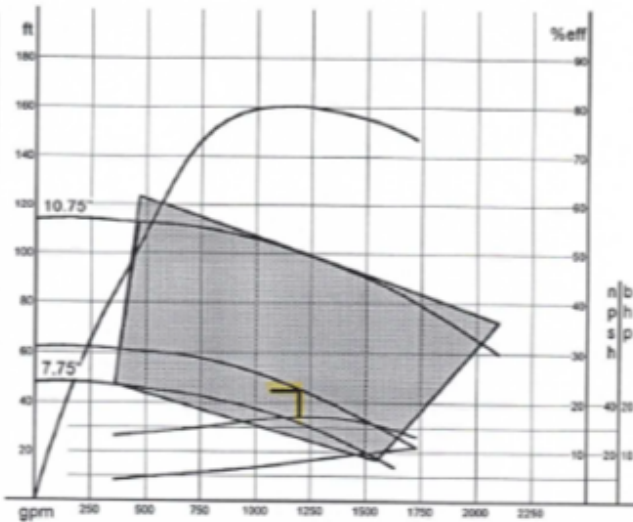
size: - in

Discharge size: - in

P7

ITEM	QUANTITY
ACAPULCO	
8911	
340A	

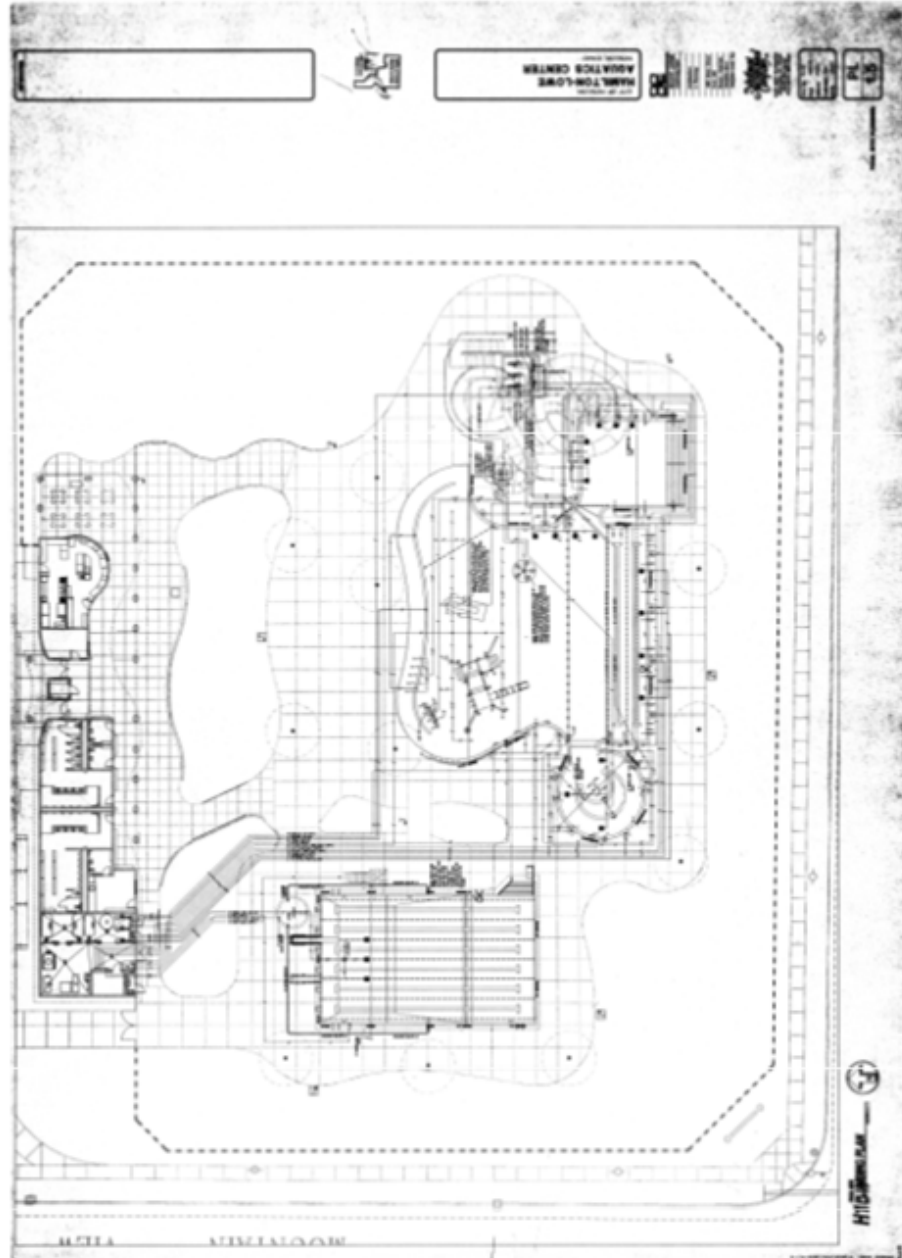
DESIGN POINT
Flow: 1200 gpm
Head: 45 ft
DATA POINT
Flow: 1200 gpm
Head: 45.6 ft
Eff: 80 %
Power: 17.3 bhp
NPSHr: 15.9 ft
DESIGN CURVE
Shutoff Head: 62.1 ft
Pressure: 26.9 psi _g
Min Flow: 360 gpm
BEP: 80 %eff @ 1160
Max: 17.3 bhp @ 1213
MAX DIAMETER
Max: 40.3 bhp @ 2012



PERFORMANCE EVALUATION

Flow gpm	Speed rpm	Head ft	Pump %eff	Power bhp	NPSHr ft	Motor %eff	Power kW	Hrs/yr	Cost
1440	1750	35.7	78	16.7	18.7				
1200	1750	45.6	80	17.3	15.9				
960	1750	52.4	77	16.5	13.5				
720	1750	58.4	71	14.9	11.3				
480	1750	60.5	52	14.1	9.4				

EXHIBIT D



HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT - REQUEST FOR PROPOSALS
PAGE 25 OF 26

EXHIBIT E



HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT – REQUEST FOR PROPOSALS
PAGE 26 OF 26

Attachment B

WMS Aquatics, Inc.
PO BOX 398
ELLENSBURG, WA 98926
800-426-9460
www.wmsaquatics.com



Estimate

ADDRESS

City of Moscow
Accounts Payable
PO Box 9203
Moscow, ID 83843

SHIP TO

City of Moscow
1724 East F Street
Moscow, ID 83843

ESTIMATE # 24765

DATE 04/06/2021

EXPIRATION DATE 05/12/2021

ITEM	QTY	RATE	AMOUNT
WMS Labor City of Moscow Splash Pad Renovation	1	7,642.87	7,642.87T
Phase 1: Demo existing anchors to 4" below final grade, fill holes with non-shrink grout (will finish surface with DiamondBrite to match current surface, completed in phase 4), exploratory search for existing bonding to connect new structure to.			
WMS Travel Travel, meals, and lodging for phase 1	1	2,707.15	2,707.15T
WMS Labor Phase 2: Core 19 new anchor points (4 holes per anchor location), begin assembling base structure.	1	7,642.87	7,642.87T
WMS Travel Travel, meals, and lodging for phase 2	1	2,707.15	2,707.15T
WMS Labor Phase 3: Finalize structure build, install to anchor locations, and complete plumbing to structure	1	14,500.02	14,500.02T
WMS Travel Travel, meals, and lodging for phase 3	1	4,821.44	4,821.44T
WMS Labor Phase 4: Complete Diamondbrite patch work over old anchor points to match existing surface, completed in Spring	1	2,571.43	2,571.43T
WMS Travel Travel, meals, and lodging for phase 4	1	842.86	842.86T
Contract Materials Construction Materials required to remove and fill existing anchor points, core new anchors, and for plumbing to new structure	1	8,571.43	8,571.43T
Misc. Payment and Performance Bond	1	1,560.00	1,560.00T
Shipping Shipping	1	1,000.00	1,000.00T

ITEM	QTY	RATE	AMOUNT
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Terms and Conditions:

This quote assumes all parts and equipment supplied by Vortex International will be onsite before WMS Aquatics arrives.

IMPORTANT NOTICE: The prices which appear immediately above are based upon reasonable anticipated conditions encountered in connection with the repair or renovation of a typical pool similar to the pool that is the subject of this contract. Specifically, not included in the prices are the existence of any nonapparent or unforeseen conditions or limitations at the job site. WMS Aquatics does not assume, and expressly denies responsibility for, costs associated with any nonapparent or unforeseen conditions that may be encountered.

In the event nonapparent or unforeseen conditions are encountered by WMS Aquatics and in the further event that costs associated with such nonapparent or unforeseen conditions are in an amount greater than \$500.00, WMS Aquatics shall, upon such occurrences, immediately inform the customer. The customer shall have the following options;

- (a) Authorize WMS Aquatics to undertake the nonapparent or unforeseen conditions at the customer's expense.
- (b) Arrange to have a third party perform the service at customer's expense. The work must be in accordance with plans and specifications approved by WMS Aquatics.
- (c) Cancel the contract: In the event of cancellation, customer shall pay WMS Aquatics for all work performed up to the time of cancellation.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawing and specifications submitted for above work and completed in a substantial workmanlike manner for the sum indicated below with payments to be as follows:
50% deposit before work is scheduled; 50% balance due upon completion of project.

This estimate, along with attached terms and conditions, is satisfactory and is hereby accepted. As the owner or agent of the property located at the above address, you are authorizing WMS to perform the work as specified. Your signature below, with date of acceptance and required deposit amount, will constitute a contract between contractor and customer and lock in installation dates. A fifty percent (50%) deposit of total estimate is required to confirm estimate.

*Electrical work,	SUBTOTAL	54,567.22
*Pipe Insulation	TAX	0.00
*Waste Water and City Water Details	TOTAL	\$54,567.22
*Design and permitting		
*Structure Demolition		

Accepted By

Accepted Date

Attachment C

QUOTE



Account Name:	City of Moscow, ID	Created Date:	2/1/2021 5:06 PM
Project Name:	Hamilton-Lowe Renovation - ID	Quote Number:	QUO-08642-Q0J2F8
Project ID:	35485	Quote Name:	Version A
Bill To Name:	City of Moscow, ID	Prepared By:	Michelle Lynn
Bill To Address:	206 E. Third Street Moscow, ID 83843 USA	Email:	mlynn@vortex-intl.com

Product No.	Product Name	Product Description	QTY
18010	Packaging Fee	Packaging Fee	1
19010	Freight Fee	Freight Fee	1
8537	Custom Elevation 01	See description below	1

Custom Description

8537 - Custom Elevation 01

Custom elevation includes:

Play features: 16

Decks: 4

Steps: 4

Slides: 1

Total Summary

Customer Signature:

Products:	127,600.00
Transport:	6,400.00
Subtotal:	134,000.00
Total:	134,000.00
Currency:	US Dollar

Enquire about our cooperative purchasing programs.
Thank you for doing business with us!

Terms & Conditions

Products Payment Terms: Product \$100K-\$250K: 30% deposit at PO, 50% @Ship, 20% Net 45

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Vortex Aquatic Structures International, USA Office
11024 Bailey Road Suite C, Cornelius, North Carolina, USA, 28031
Tel: +1 (704) 280-09271 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

QUOTE



Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times are contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Vortex Aquatic Structures International, USA Office
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Email: info@vortex-intl.com Website: vortex-intl.com

QUOTE



Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 90 days.

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
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Tel: +1 (704) 280-09271 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

QUOTE



X

Name
Title

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
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1. CAD FILE USED FOR THIS PROPOSAL:

03.05.21 HLAC Engineering Reference Points - City of Moscow.pdf
and Exhibit D 1998 HLAC Pool Site Plan.pdf

FOR INDOOR APPLICATIONS, HEIGHTS HAVE BEEN REVIEWED FOR CONFORMITY TO DESIGN CONDITIONS AND APPROVED.

- ☐ APPROVED AS SHOWN
- ☐ REVISE & RESUBMIT WITH NEW CAD DRAWING (include new DWG file when returning for edit)

2. COLORS AND LAYOUT DESIGN:

- ☐ APPROVED AS SHOWN
- ☐ APPROVED AS NOTED
- ☐ REVISE & RESUBMIT AS NOTED

PROPOSAL WAS REVIEWED FOR DESIGN CONFORMITY TO CONTRACT DOCUMENTS PROVIDED IN RFP. CONTRACTOR/ CLIENT REPRESENTATIVE IS RESPONSIBLE FOR REVIEW & COMPLIANCE WITH ALL CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO; DIMENSIONS, CLEARANCES, QUANTITIES, CONSTRUCTION DETAILS AND COORDINATION WITH OTHER CONTRACTORS.

Stamp

Notes

CAD file or "As-built" drawings were not available for this project. inaccuracy can occur when working with scanned files and PDF files.
Vortex cannot be help responsible of any inaccuracy or discrepancies when working with scanned files and PDF files to design this proposal.
Vortex did it's best to understand, review and replicate the informations provided into accurate 3D and CAD files that will be used to manufacture the product.

Project Name: Hamilton-Lowe Renovation

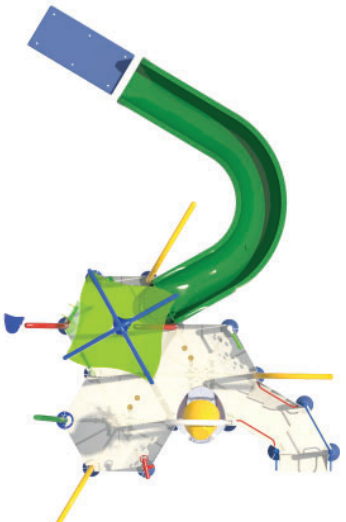
Location: ID, USA

Version: A

Project ID: 35485



Project shown in color palette VIBRANT 3. Colors used shown on p. 10-11.





Water
moves
us



We understand how every drop, stream, and splash shapes the world around us. By harnessing the transformative power of water, Vortex creates play experiences for children to develop, communities to flourish, and businesses to thrive. We exist to leave an impact—one that lasts long after families are dried off.



8,000

Projects
worldwide

50

Countries
served

100+

Awards
& honors

Why choose Vortex?

Our diverse expertise

To foster a rich understanding of your unique needs, our design team draws its talent from many disciplines. Engineers, creative designers, childhood development specialists, and water choreography experts tackle new projects from all exciting angles. Our multidisciplinary approach oversees countless variables including water management, accessibility, and (most importantly) play.

Our superior quality

Every Vortex project is engineered on-site to ensure the highest quality and safety standards. We use stainless and galvanized steel sourced from North America and are vertically integrated for maximum quality control. Manufactured and tested in our Montreal headquarters, products are designed to last and require little maintenance.

Our boots on the ground

We put a lot of stock into local representation. Every collaboration begins by getting to know the families you're servicing and thinking creatively about how we can help them grow. We ensure that no matter where you're situated, our customer service and expert guidance come equipped with an intuitive understanding of what sets your facility apart.



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

Shown in Color Palette VIBRANT 3.

Shown with Barrier Graphic CARTOON A&B.

Waterslide finish shown in Classic.



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

Shown in Color Palette VIBRANT 3.

Shown with Barrier Graphic CARTOON A&B.

Waterslide finish shown in Classic.

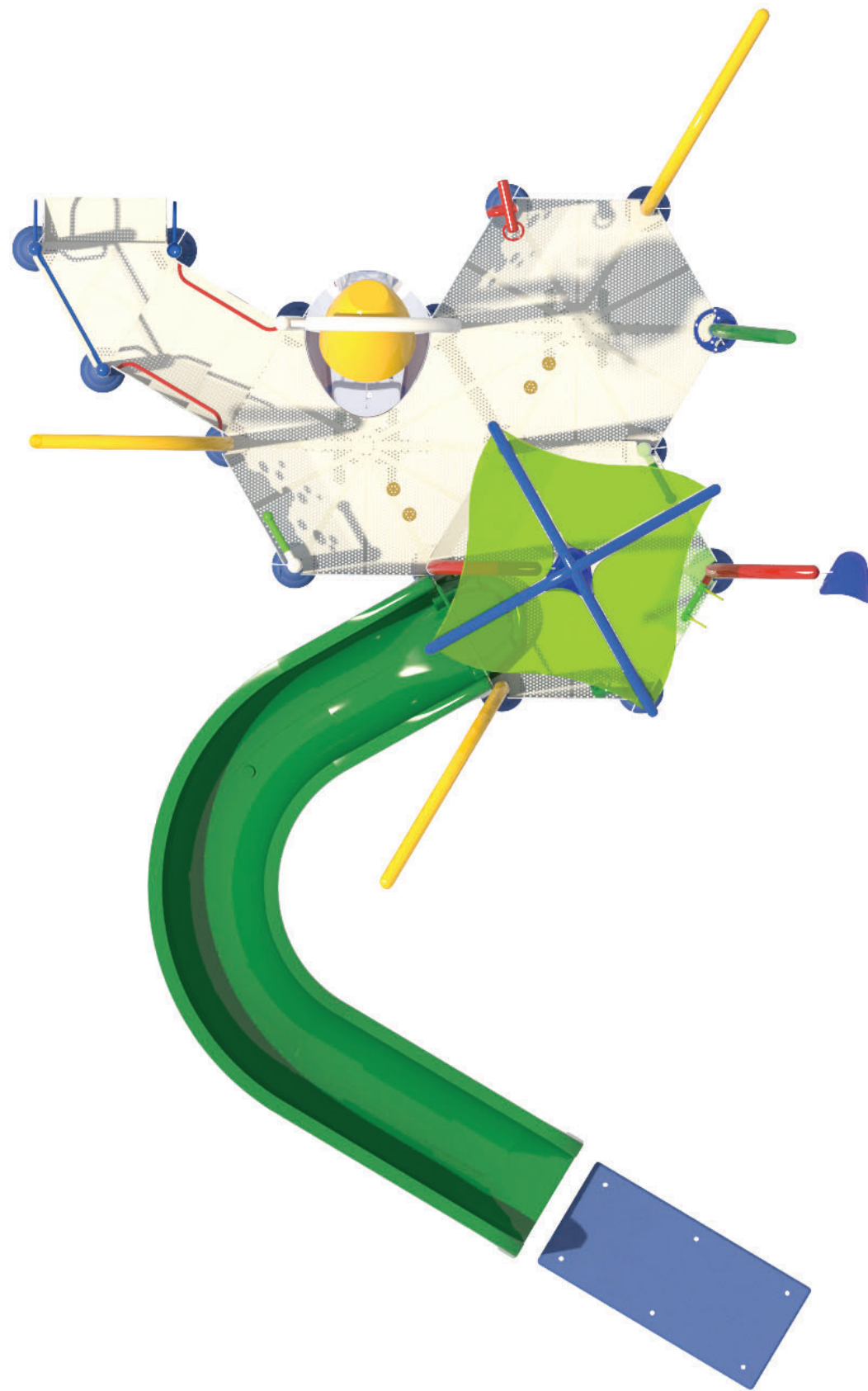


All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

Shown in Color Palette VIBRANT 3.

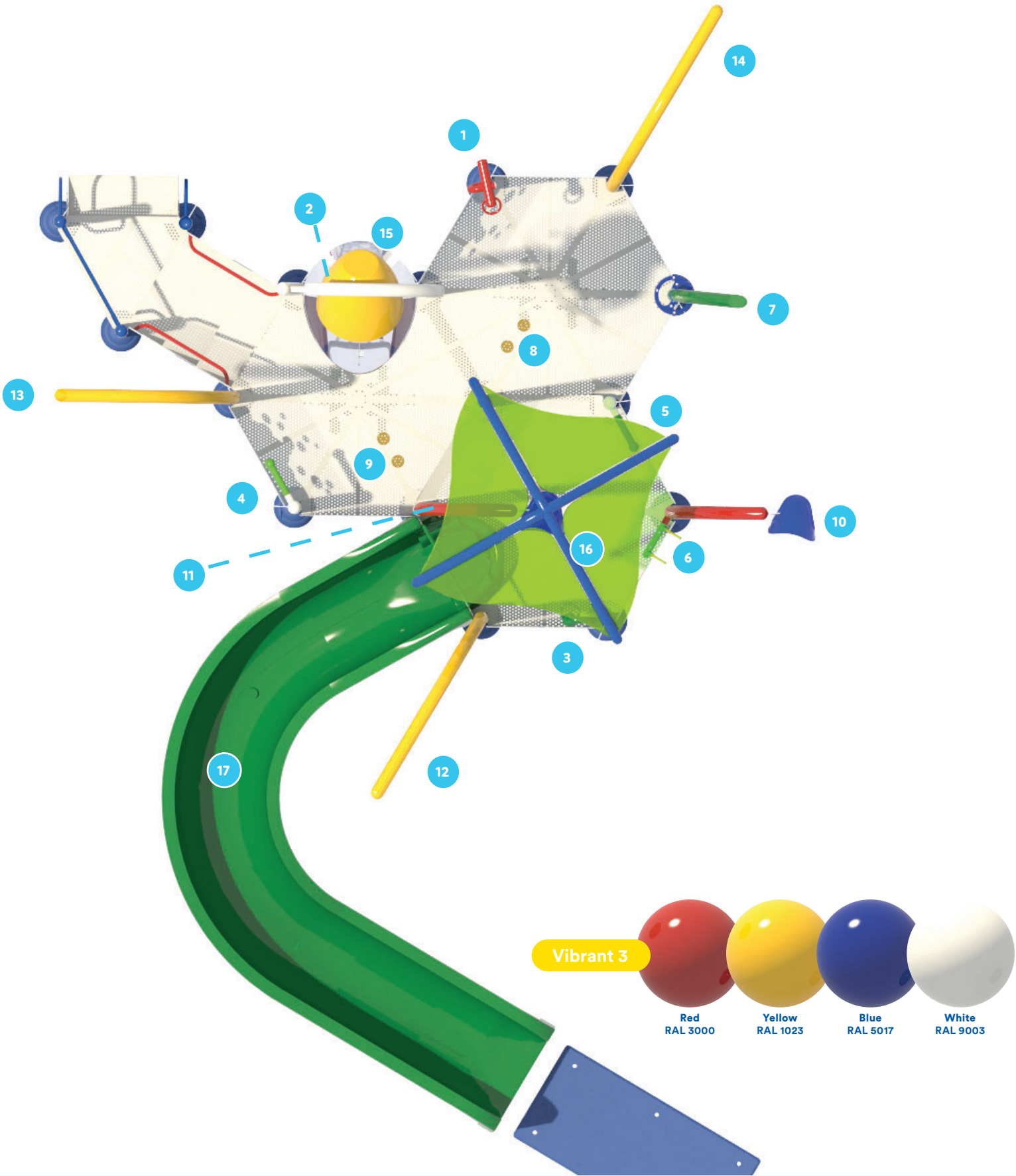
Shown with Barrier Graphic CARTOON A&B.

Waterslide finish shown in Classic.

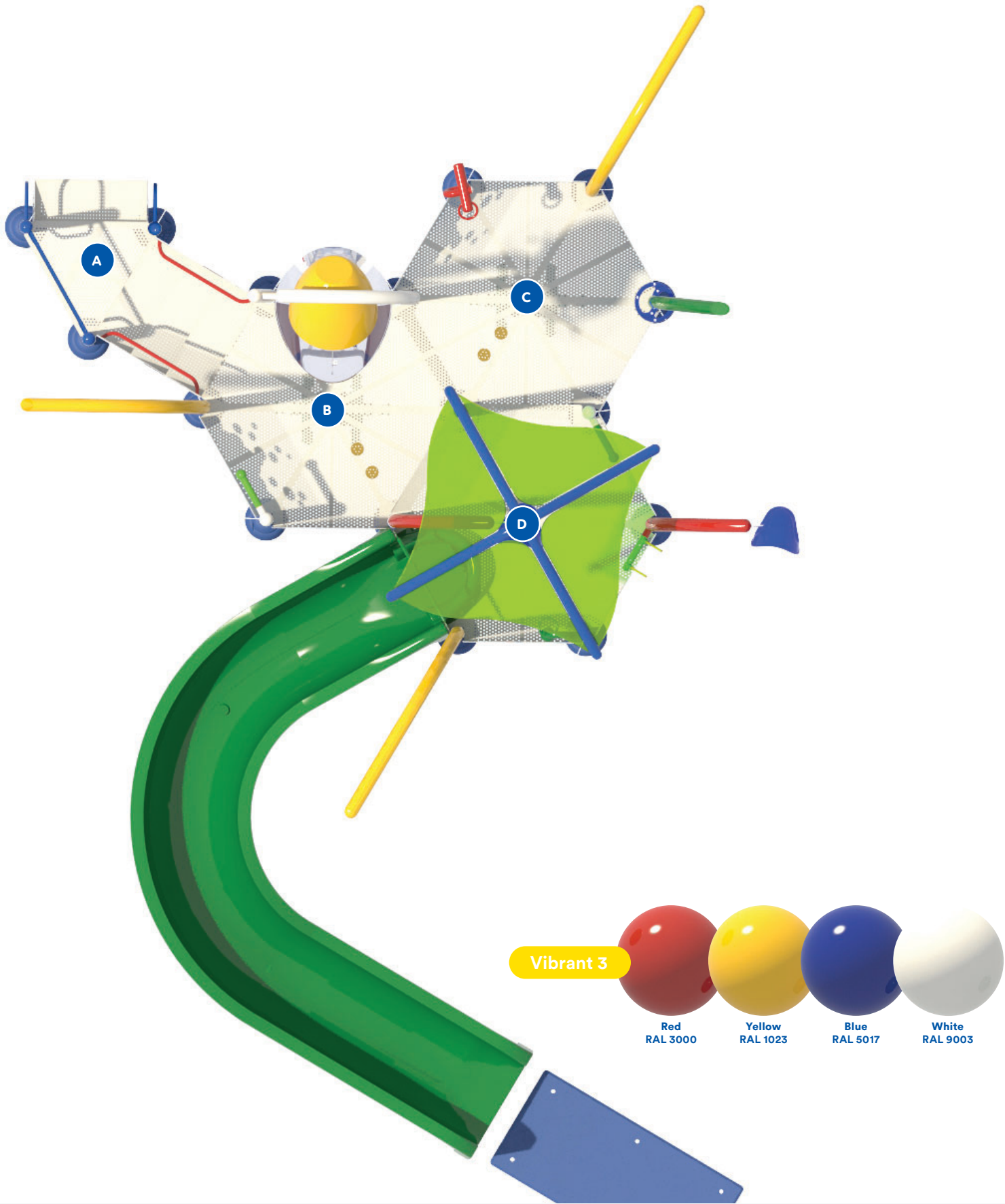


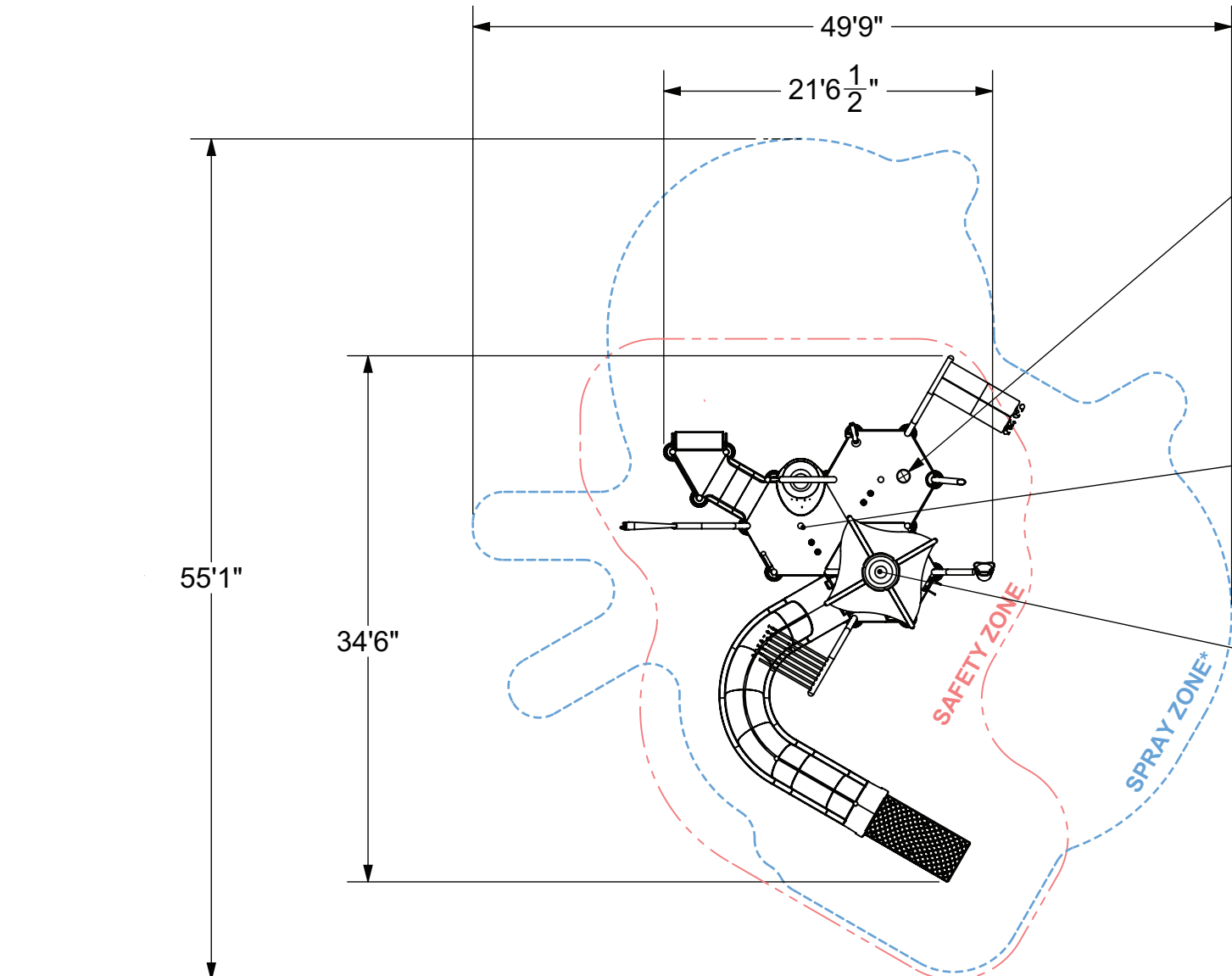
- 4 Decks on an iconic custom Elevations™
- 16 Interactive water features with a variety of play experiences
- 1 Waterslide providing a true waterpark experience!
- 1 Iconic Twinsplash dumping feature
- ✓ Unique layout design
- ✓ Elegant transparent colorful barriers with graphics
- ✓ A diversity of water effects create different visual and sensory experiences
- ✓ A low-height slide invites children to test their newfound sense of adventure
- ✓ Bright translucent Seeflow™ polymer elements create visually stimulating aquatic play products

#	ITEM	QTY	GPM	LPM
INTERACTIVE WATER PLAY FEATURES				
1	Spray Cannon	1	20	76
2	Orb Spray No2	1	20	76
3	Orb Spray No2	1	20	76
4	Spray Bar No2	1	20	76
5	Spray Bar No2	1	20	76
6	Hose Sprayer	1	15	57
7	Rain Portal	1	30	114
TOTAL INTERACTIVE FEATURES		7	145	548.825
WATER PLAY FEATURES				
8	Deck Geysers	1	10	38
9	Deck Geysers	1	10	38
10	Seeflow Dumping Bucket	1	5	19
11	Seeflow Dumping Bucket	1	5	19
12	Seven Falls	1	40	151
13	Pipe Fall	1	45	170
14	Water Fall	1	45	170
15	TwinSplash	1	15	57
16	Seeflow Shade Roof	1	40	151
TOTAL FEATURES		9	215	814
WATERSLIDES				
17	30" Open Flume Waterslide - Classic, Landing Mat	1	40	151
TOTAL SLIDES		1	40	151
GLOBAL FLOW		17	400GPM	1514LPM
STRUCTURES COMPONENTS				
		QTY	GPM	LPM



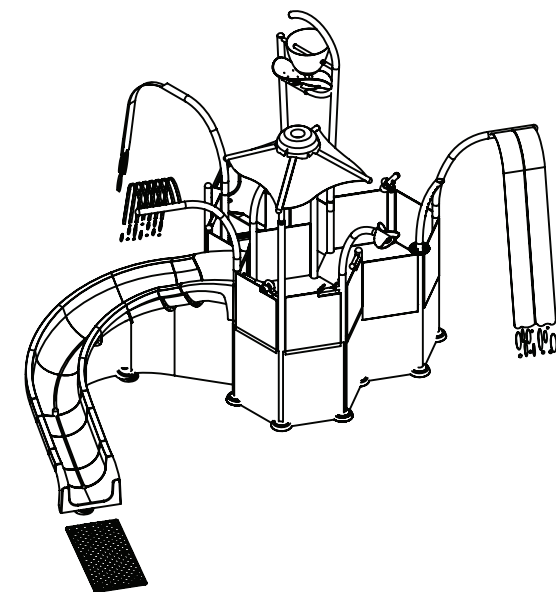
#	ITEM	QTY	GPM	LPM
STRUCTURES COMPONENTS		QTY	GPM	LPM
A	ADA Entry 48"	1	n/a	n/a
B	Hex 48"	1	110	416.35
C	Hex 56"	1	105	397.425
D	Hex 64"	1	185	700.225
Barrier Graphics		Cartoon A & Cartoon B		



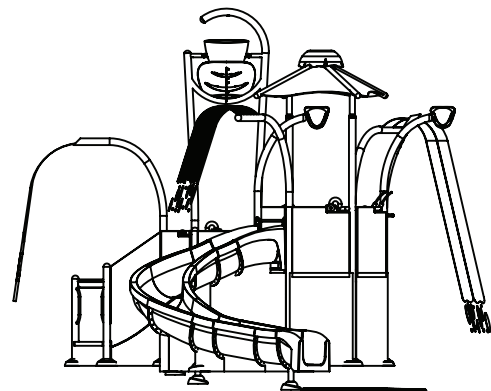


ELEVATIONS LEGEND

WATER FEED = 1
 MANIFOLDS = 2
 DECKS = 4
 WATER PLAY FEATURES= 16
 WATERSLIDE = 1
 TOTAL FLOW = 400 gpm
 MAX USER CAPACITY = 130 users

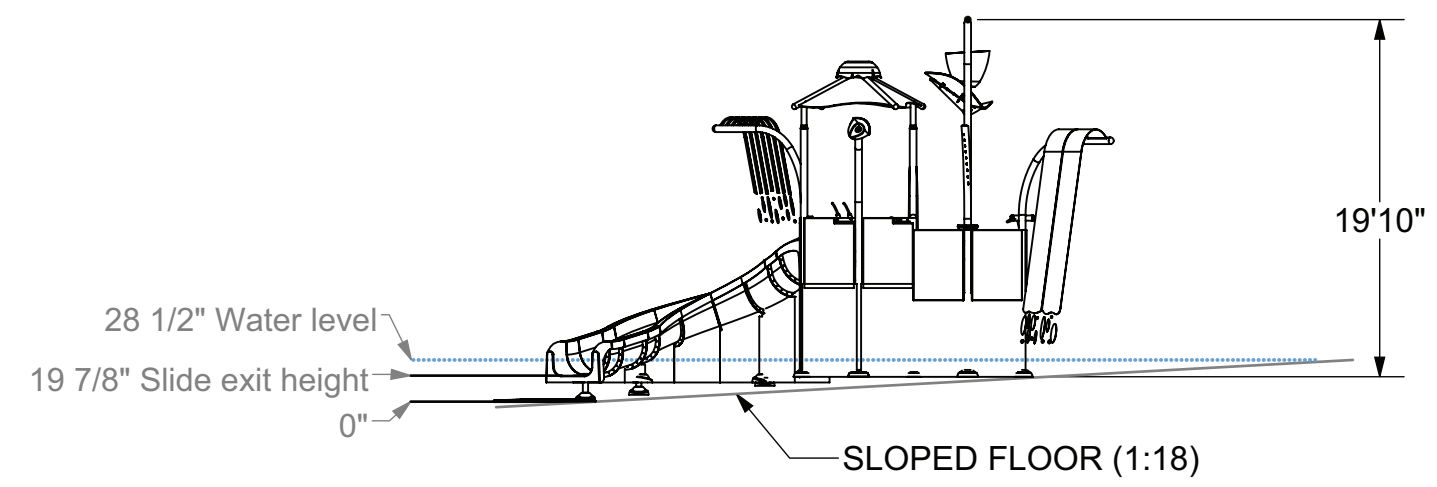


*Spray free area (buffer zone) should be considered around product sprayzone.



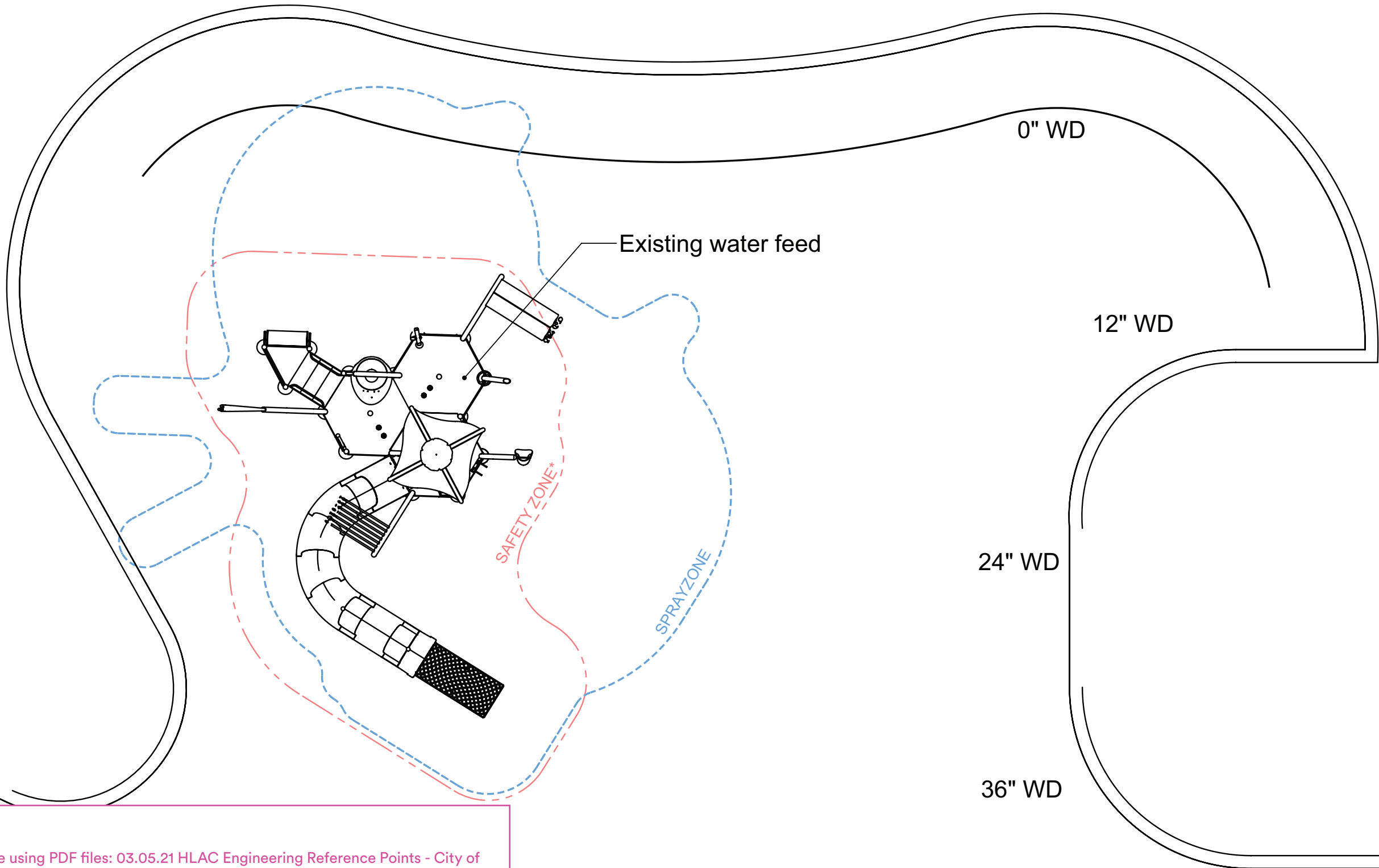
Structure posts will be adjusted to pool slope
 Minimum User Height for waterslide(s): 42" (3' 6")

Slide exit landing mat included



PRELIMINARY - NOT FOR CONSTRUCTION

THE DIMENSIONS CONTAINED HERE IN ARE A RESULT OF INITIAL SITE INFORMATION THAT WAS PROVIDED DURING THE PRELIMINARY DESIGN PROCESS. WHILE EVERY ATTEMPT HAS BEEN MADE TO ASSURE ACCURACY, FINAL CONSTRUCTION DRAWING DIMENSIONS MAY VARY.



IMPORTANT

This proposal was made using PDF files: 03.05.21 HLAC Engineering Reference Points - City of Moscow.pdf and and Exhibit D 1998 HLAC Pool Site Plan.pdf.

Limited survey points were provided to validate pool floor slopes. Vortex cannot be held responsible for errors with the pool floor interpretation.

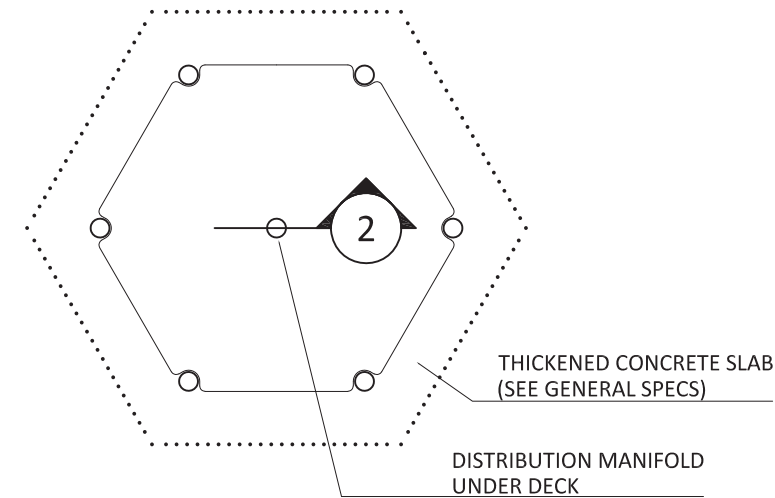
Other info:

1. (line size info/notes): Existing 8" PVC water feed pipe.

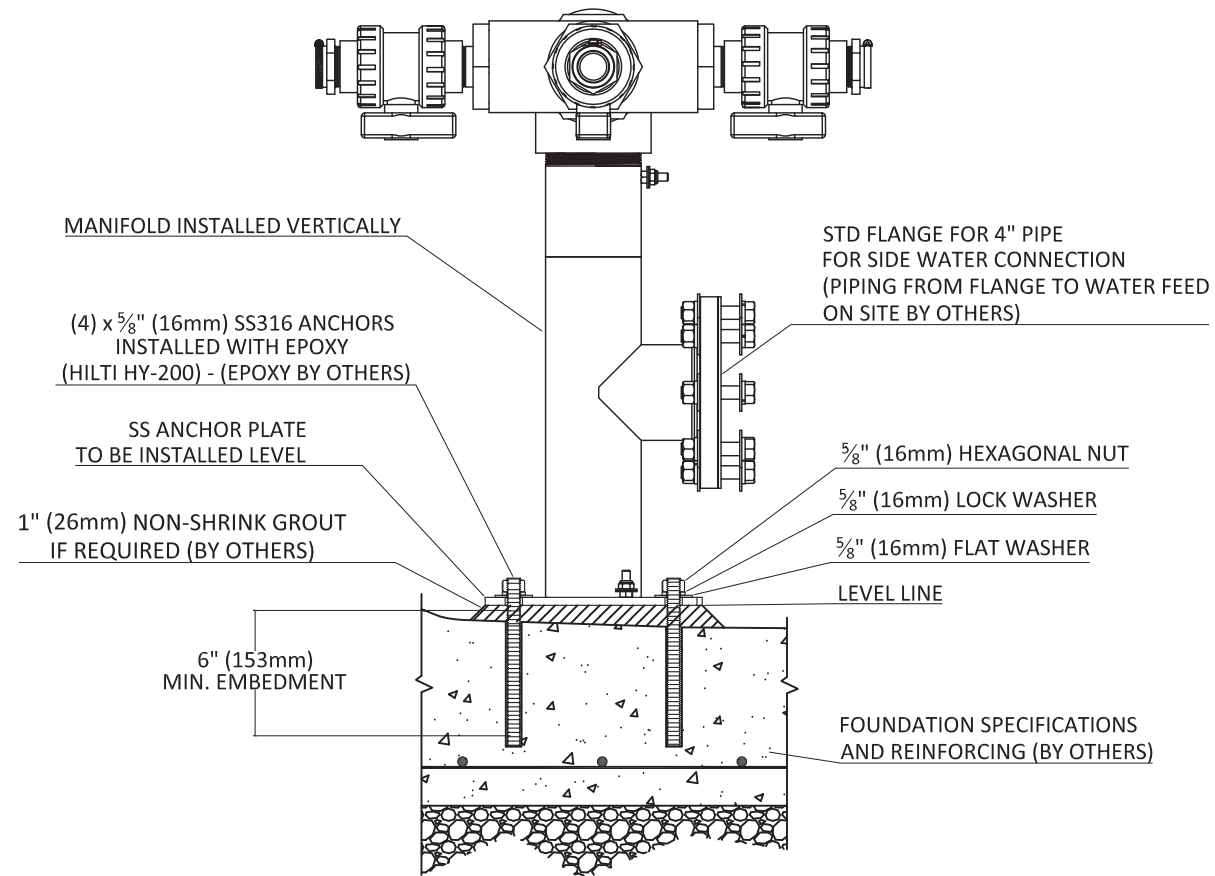
* Recommended Safety Zone for circulation around the structure. Aquatic play structure in pool can have smaller clearance with pool wall according to your local pool code. Verify with your local authority having jurisdiction.

GENERAL SPECIFICATIONS:

1. THESE DETAILS ARE GENERIC AND PROVIDE AN OVERVIEW OF THE SCOPE OF WORK DURING CONSTRUCTION/ INSTALLATION. REFER TO THE PROJECT FINAL INSTALLATION DRAWINGS FOR INFORMATION SPECIFIC TO YOUR PROJECT.
2. DESIGN OF CONCRETE SLAB, BY OTHERS. WE RECOMMEND AS A MINIMUM:
 - 10"-12" (250-300mm) MIN. THICKENED REINFORCED CONCRETE SLAB (U.N.O.) MIN. THICKNESS IS DEPENDANT ON MIN. ANCHOR EMBEDMENT REQUIRED.
 - UNDER ELEVATION DECKS (OFFSET OF 12" (300mm) FROM DECK EDGE
 - REINFORCED WITH #5 (15M) REBAR @ 12" (300mm) C/C BOTH WAYS
 - MIN. CONCRETE STRENGTH $f'c = 3600\text{psi}$ (25Mpa) @ 28 DAYS
 - AIR-ENTRAINED CONCRETE (IN REGIONS SUBJECTED TO FREEZE & THAW)
 - VERIFY LOCAL CODES AND STANDARDS FOR OTHER LOCAL REQUIREMENTS
3. FOR FURTHER DETAILS AND INFORMATION, REFER TO THE INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.



1 PLAN VIEW - HEX DECK (ELEVATIONS)



2 FOR POOL REFURBISHMENT
4" (100mm) MANIFOLD WITH SIDE FLANGE
WATER CONNECTION AND LEVELING STUDS

Elevations™ Simplified Materials Specifications

1. Structural Tubing: Tubing shall be type 304/304L stainless steel pipes, schedule 10 minimum and highly resistant to corrosive environments. Main support posts shall be made of 4,5" (11.4cm) stainless steel pipe.
2. Decks and Stairs: All decks & stairs shall be constructed from 12 GA (.105" [2.6mm]) minimum 304/304L stainless steel sheet perforated for better drainage. Deck and Stair protective coating shall integrate an anti-skid surface suitable for bare feet use.
3. Protective coating / Painted Finish: All stainless steel parts, except noted, shall be coated with a Super Durable grade heat-cured polyester powder coating that offers superior UV, gloss and chemical resistance; and is suitable for high traffic environments. Super Durable coating offers superior properties for long lasting durability and protection for indoor and outdoor high traffic environments compared to regular outdoor polyester powder coating and outdoor liquid coating.
4. Seeflow™ Polymer parts: Polymer plastic parts shall be constructed of Seeflow™ Polymer material exclusively developed for the aquatic play environment. It shall be a diaphanous (transparent) plastic that has a high resistance to impact, is highly resistant to vandalism, and is flame retardant. The Seeflow™ polymer shall have outstanding dimensional stability, chemical resistance, UV stability, and exceptional translucence.
5. Barrier Panels: Shall be constructed from highly resistant and durable polycarbonate material. Material shall be UV treated for maximum durability and resistance. Barrier Panels shall be designed to prevent kids from climbing and be see-through. They should be available clear or with transparent colored graphics. Barrier Panels shall be ½" (12mm) thick minimum.
6. Railing Barrier (if applicable): Shall be constructed of type 304/304L stainless steel pipes, schedule 10 minimum and highly resistant to corrosive environments. The barrier shall be safely constructed to prevent kids from climbing.
7. Below Deck Barrier: Hex Deck, Octa Deck and Stairs, without sufficient head clearance to circulate underneath, shall have see-through barriers constructed from highly resistant and durable polycarbonate material to prevent people from going underneath. Waterslides without sufficient head clearance shall be blocked off with netting. The netting shall be a black polyester netting with 2" inch (50mm) mesh openings. Each structure shall have a locking device to allow authorized access to valves underneath the deck.
8. Nozzles: Shall be manufactured from lead-free Brass and/or 304/304L Stainless Steel and/or Ultra-High Molecular Weight Polyethylene (UHMW) highly resistant to UV, water and corrosive environments. Nozzles shall be exempt of hazardous substances, lead or harmful chemicals.
9. Toe Guards: Shall be constructed of the colored Soft Touch Elastomer developed exclusively for the aquatic play environment in order to cover the anchoring assembly hardware from pinch points and protrusions. Toe Guards shall have flexible rubber-like characteristics, a matte highly durable and slip-resistant finish, with excellent UV and chemical resistance.
10. Waterslides– Classic with Hand Lay-up/Spray-up process: All 22-inch (55.9 cm) Kiddie Slide, Family Slide, 36-inch (91.4 cm) Open flume, 30,75-inch (78.1 cm) Open flume, 31,625-inch (80.3 cm) Close flume and Raft Slide shall be manufactured with an open mold hand lay-up/Spray-up process using high quality isophthalic polyester colored gelcoat and a polyester resin system with isophthalic and orthophthalic resins. Fiberglass reinforcements shall be continuous roving chop fibers, woven roving and shall be "E" glass type. Standard flume section shall have a minimum thickness of 0.25-inch (6.4 mm) and joint flanges a minimum 0.35-inch (9 mm) thickness. Interior of the fiberglass flume (riding surface) to have a minimum 0.018 to 0.20-inch (0.45 to 0.50 mm) gelcoat thickness with a 600-grit smooth finish. Exterior faces to be coated with a color urethane UV protective coating. Slides shall have integral fiberglass runout lane slide exit if possible.
11. Mounting and Assembly Hardware: All hardware shall be made of high corrosion resistance 316/316L stainless steel grade to offer the best durability and protection.
12. Safety Craftsmanship: All edges shall be machined to a rounded edge. All welds shall be smoothed, watertight and factory pressure tested. Water sprays nozzles shall be designed to prevent any protrusion or recessed. All Elevations aquatic play structures shall be designed and manufactured in accordance with Vortex Quality Management System registered under ISO-9001:2015, international industry safety standards ASTM F2461 and F2376 or European safety standard EN 13451-8 and EN 1069-1 according to the project.



vortex-intl.com

Vortex Aquatic Structures International
info@vortex-intl.com

1.877.586.7839 (USA & Canada)
+1.514.694.3868 (International)

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COMMITTEE STAFF REPORT

DATE: Monday, April 12, 2021



RESPONSIBLE STAFF

David Schott, Assistant Parks and Recreation Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Hamilton-Lowe Aquatic Center Play Structure Replacement Installation (ACTION ITEM) - David Schott

DESCRIPTION

City staff is requesting authorization to retain WMS Aquatics for the installation of the new Hamilton-Lowe Aquatic Center (HLAC) play structure in the amount of \$54,567.22, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

The City issued a Request for Proposals (RFP) to provide the design, sale, construction, and installation of the play structure. The legal advertisement was published in the Daily News on October 31, 2020 and November 7, 2020. The RFP was also sent directly to ten (10) aquatic play structure suppliers and posted on the City website.

Pursuant to the invitation of the City, extended through the RFP, WMS Aquatics submitted a proposal based upon the RFP and a March 4, 2021 site visit for the installation of the play structure supplied by Vortex USA.

STAFF RECOMMENDATION

Recommend acceptance of the proposal from WMS Aquatics, award the contract in the amount of \$54,567.22, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the proposal from WMS Aquatics, award the contract in the amount of \$54,567.22, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

Funding for the project will be expended from Capital Projects line item 350-165-770-74 Swimming Pool Renovation. Expenditure of \$54,567.22 plus an additional 10% allocated for possible change orders to fund construction agreement contract with WMS Aquatics for the installation of the play structure.

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. ConstructionAgreement-HLACPlaystructureInstallationProject;WMSAquatics(2021)

**CONSTRUCTION AGREEMENT
FOR HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE INSTALLATION
BETWEEN CITY OF MOSCOW, IDAHO
AND WMS AQUATICS, INC.**

THIS CONSTRUCTION AGREEMENT FOR HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE INSTALLATION BETWEEN CITY OF MOSCOW, IDAHO, AND WMS AQUATICS, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and WMS Aquatics, Inc., PO Box 398, Ellensburg, Washington, 98926 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through a "Request for Proposals" see Attachment 'A', CONTRACTOR submitted a proposal based upon the Request For Proposals and after a site visit on March 4, 2021, containing an offer invited by said solicitation; and

WHEREAS, CONTRACTOR's proposal in conjunction with the proposal from Vortex to provide the actual structure, see Attachment 'B', fulfills the entire Request for Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's bid for the installation portion of the Request for Proposals;

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. Request for Proposal, see Attachment 'A'
2. Bid/Proposal of CONTRACTOR, dated March 15, 2021, physically attached to this Agreement, see Attachment 'C';
3. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement prior to Notice to Proceed;
4. Idaho Public Works License prior to Notice to Proceed;
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE INSTALLATION

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before May 13, 2022, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Fifty-Four Thousand Five-Hundred Sixty-Seven Dollars and Twenty-Two Cents (\$54,567.22), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Fifty-Four Thousand Five-Hundred Sixty-Seven Dollars and Twenty-Two Cents (\$54,567.22), unless otherwise authorized by CITY. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11.
EMPLOYMENT DISCRIMINATION

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

ARTICLE 12.
LEGAL FEES

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

ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER

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

**ARTICLE 14.
SPECIAL WARRANTY**

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

**ARTICLE 15.
COMMUNICATIONS**

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

CONTRACTOR:

WMS Aquatics, Inc.
Lyle Smith, President
PO Box 398
Ellensburg, Washington 98926

CITY:

City of Moscow
David Schott
Assistant Parks and Recreation Director
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

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

**ARTICLE 18.
EXECUTION**

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

CONTRACTOR:

WMS Aquatics, Inc.

CITY:

City of Moscow, Idaho

By: Lyle Smith, President

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Lyle Smith, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for WMS Aquatics, Inc.

Notary Public for the State of _____
Residing at _____
My commission expires _____



**City of Moscow
Parks & Recreation Department**

Request for Proposals

**HAMILTON-LOWE AQUATICS CENTER -
AQUATIC PLAY STRUCTURE REPLACEMENT
PROJECT**

October 26, 2020

**CITY OF MOSCOW, IDAHO
REQUEST FOR PROPOSALS
HAMILTON-LOWE AQUATICS CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT
PROJECT**

The City of Moscow is accepting sealed proposals for the design, sale, delivery, and construction and installation of an aquatic play structure at the Hamilton-Lowe Aquatics Center (HLAC) located at 830 North Mountain View Road in Moscow Idaho. This aquatic play structure is a replacement piece for the existing structure. The City of Moscow City Council will select one (1) supplier for the provision of the replacement aquatic play structure and its successful installation.

Interested suppliers and installers are encouraged to submit proposals, including the attached fee proposal information sheet to:

City of Moscow Park Shop
Attn: Hamilton-Lowe Aquatic Center - Aquatic Play Structure Replacement Project Proposal
650 North Van Buren Street
Moscow, Idaho 83843

Proposals must be received by Thursday, December 10, 2020 by 2:00 p.m. Pacific Time

Scope of Project:

General Information – The project site is located in Moscow, Idaho at the Hamilton-Lowe Aquatics Center (HLAC). The HLAC was constructed in 1999 and open to the public in 2000. The original main aquatic play structure in the activities pool is 20 years old and is scheduled for replacement in 2021. Pictures of the existing aquatic play structure are included in this RFP for reference (Exhibit A).

General Project Description – The existing aquatic play structure will be removed by City of Moscow staff. The selected new aquatic play structure must be installed using existing infrastructure. The 1998 HLAC Play Structure Drawings are included in this RFP for reference (Exhibit B) including the existing pump specifications and curves (Exhibit C). It is the intention to utilize the footprint area already established by the existing structure for the new structure. The area including use zones is approximately forty-two (42) feet long by thirty-seven (37) wide that must include use zones (Exhibits D and E). Please note, the aquatic play structure will be installed on a sloped zero entry pool floor. The source of water is a single eight (8) inch pipe supplied by existing pump. Piping, posts and tubing must be made of a commercial grade, durable, aquatic approved coated material; for example, stainless steel. Any repairs and modifications to the plaster surfacing must provide a functional, aesthetic, and safe surface and must be included in the total cost of the project.

The aquatic play structure should be design for children up to twelve (12) years of age. The budget range for the project is \$160,000 to \$180,000. **The design, sale, delivery, and construction and installation of the aquatic play structure shall be provided at a total project cost not to exceed one hundred eighty thousand dollars (\$180,000).**

A voluntary pre-proposal, site visit meeting is scheduled for Monday, November 16, 2020 at 10:30 a.m. PST. Please RSVP to dschott@ci.moscow.id.us

The proposed aquatic play structure presentation board (digital and hardcopy) as presented for public voting shall not exceed the price proposal submitted, or will be considered non-responsive and not considered.

HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT – REQUEST FOR PROPOSALS
PAGE 2 OF 26

The City reserves the right to disqualify any respondent who provides inaccurate or misleading information or data.

Selection Process - Responsive proposals will be presented to the public in both a digital and hardcopy presentation board for public voting. The supplier shall provide design, sale and delivery of aquatic play structure, construction and installation costs for their proposal. City staff will present the results of the public voting to the City of Moscow Parks and Recreation Commission for their consideration. The Parks and Recreation Commission and City staff will make the final recommendation to the Moscow City Council based on voting preference and responsiveness to project specifications. It is anticipated the Moscow City Council will consider the final recommendation of the Parks and Recreation Commission on March 15, 2021.

The City reserves the right to determine color themes of aquatic play structure at a later date.

There will be no compensation for submittal designs and proposals. The City of Moscow reserves the right to reject any and all proposals at any time. After the selection process is completed, all unsuccessful materials and submittals remain the property of the City of Moscow and will be destroyed. Until the selection process is complete all submittals and designs will be considered proprietary in nature and will be held in strict confidence.

General inquiries concerning the Hamilton-Lowe Aquatic Center Aquatic Play Structure Replacement Project should be directed to David Schott, Assistant Parks and Recreation Director at (208) 883-7098 or dschott@ci.moscow.id.us. Please note, any Requests for Information shall be requested in a digital format at dschott@ci.moscow.id.us.

Design Development - The chosen supplier shall enter into an Agreement with the City for the design, sale, delivery, and construction and installation of an aquatic play structure at the Hamilton-Lowe Aquatics Center (HLAC). The chosen supplier shall provide construction documents, drawings, and technical specifications for the selected aquatic play structure.

Installation - Assembly, any construction and installation shall be provided by the supplier. The current aquatic play structure will be removed by City of Moscow staff; however, removal of the existing footers and the construction of new footers and all other necessary construction shall be the responsibility of the supplier. All tools and equipment required to install the aquatic play structure shall be provided by the supplier.

Prevailing wages are not required on this project. The construction and installation of the aquatic play structure will furnish separate performance and payment bonds in the full amount of the construction and installation price. Contractor(s) providing the construction and installation of the aquatic play structure must hold a Idaho Public Works License.

A representative of the supplier is required to conduct a post installation inspection of equipment with City of Moscow staff present to insure the proper installation has met according to the manufacture's installation instructions. A written aquatic play structure safety inspection written report shall be provided by supplier. If not installed properly, modifications must be completed prior to final completion.

Additional Construction Oversight - The City of Moscow will perform on-site construction administration. Periodic meetings to review project status will be scheduled at the pre-construction meeting.

General Proposal Requirements - Proposers can submit up to two (2) proposals but are limited to two (2) design submittals for this project, each as a completely separate submittal.

The proposing firm shall submit three (3) hard copies of its Proposal for the project, and one (1) twenty-four inch by thirty-six inch (24"x36") design drawing for presentation purposes, mounted on foam board. Please note, only one, single 24"x36" presentation board from each submittal will be presented for public voting.

The proposing firm shall submit a digital Proposal for the project and one (1) digital twenty-four inch by thirty-six inch (24"x36") design drawing for presentation purposes.

The submittal shall be limited to a maximum of thirty (30) letter-size pages (8-1/2"x11") single sided, not smaller than eleven (11) point type.

The cover letter, table of contents, and tabs do not count toward the page limits.

Manufacturer cut sheets, including photos, are included in the page limits; submittals exceeding the page limits may be considered non-responsive.

Each proposal shall include schematic drawings showing all dimensions and elevations, product photographs and color three (3) dimensional drawings depicting layout of the equipment to be provided.

All product and workmanship warranties and specifications shall be included in Proposal.

An owner's manual must be supplied at final close out of the project.

All aquatic play structure equipment shall be certified to completely conform to the Americans with Disabilities Act (ADA) and the American Society for Testing and Materials (ASTM) F2461 – 18 Standard Practice for Manufacture, Construction, Operation, and Maintenance of Aquatic Play Equipment.

Project Timeline Milestones

2021 Hamilton-Lowe Aquatic Center Play Structure Replacement Project		
Project Timeline		
Start Date	Finish Date	Note
Monday, October 26, 2020	Monday, October 26, 2020	RFP Issued
Saturday, October 31, 2020	Saturday, October 31, 2020	First Legal Ad
Saturday, November 07, 2020	Saturday, November 07, 2020	Second Legal Ad
Monday, November 16, 2020	Monday, November 16, 2020	Pre Proposal Meeting / Site Visit 10:30 A.M. PST
Thursday, December 10, 2020	Thursday, December 10, 2020	RFP Closes
Thursday, January 28, 2021	Thursday, January 28, 2021	Parks and Recreation Commission Consideration
Monday, February 01, 2021	Friday, February 26, 2021	Contract Development and Legal Review
Monday, March 08, 2021	Monday, March 08, 2021	Public Works / Finance Committee
Monday, March 15, 2021	Monday, March 15, 2021	City Council Consideration
Tuesday, March 16, 2021	Tuesday, March 16, 2021	Notice of Award
Wednesday, March 17, 2021	Wednesday, March 31, 2021	Contract Execution / P and P Bonds
Thursday, April 01, 2021	Friday, August 20, 2021	Planning, Design, Play Structure Order
Wednesday, September 01, 2021	Wednesday, September 01, 2021	Pre Construction Meeting
Wednesday, September 01, 2021	Wednesday, September 01, 2021	Issue Notice to Proceed
Thursday, September 09, 2021	Monday, September 13, 2021	Demo - City Staff
Tuesday, September 14, 2021	Wednesday, October 13, 2021	Construction and Installation (30 Days)
Thursday, October 14, 2021	Thursday, October 14, 2021	Substantial Completion Walkthrough / Punchlist
Thursday, October 21, 2021	Thursday, October 21, 2021	Final Completion

RESERVATION OF RIGHTS BY THE CITY OF MOSCOW

The City of Moscow reserves the right to negotiate a final design with the selected supplier for providing the aquatic play structure .

Proponents are cautioned that a Proposal or part of a Proposal may be made public or otherwise disclosed by the City if the City elects to do so or is required to do so by law.

The City's criteria and requirements for the nature and scope of design of the Project are set out in this RFP, but the City reserves the right, in its sole discretion, to alter those criteria or requirements in the course of negotiations with a Proponent.

The City reserves the right to request additional information and data from any or all Proponents.

The City reserves the right to disqualify any respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.

The City shall have the right to accept or reject any Proposal which rejection or acceptance is deemed to be in the best interest of City.

By responding to this RFP, each respondent agrees that any finding by the City of Moscow of any fact in dispute with respect to this RFP or the responses thereto, shall be final and conclusive, except as provided herein.

Hamilton-Lowe Aquatic Center - Aquatic Play Structure Replacement Project
City of Moscow
P O Box 9203 (Mailing Address)
650 North Van Buren Street (Shipping Address)
Moscow, Idaho 83843

Following is my fee proposal for the City of Moscow's Hamilton-Lowe Aquatic Center - Aquatic Play Structure Replacement Project:

Design of Play Structure:	\$
Sale of Aquatic Play Structure and Delivery:	\$
Construction and Installation of Play Structure:	\$ _____
Proposal Total:	\$

Date

Firm Name

Mailing Address

_____ Authorized Representative	_____ Phone Number
------------------------------------	-----------------------

Email Address

Estimated delivery time from order date:

The Proponent proposes to use the following sub-contractors in the construction and installation of the aquatic play structure.

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a. _____			
b. _____			

HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT – REQUEST FOR PROPOSALS
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- c. _____
- d. _____
- e. _____

EXHIBIT A
EXISTING SITE PICTURES



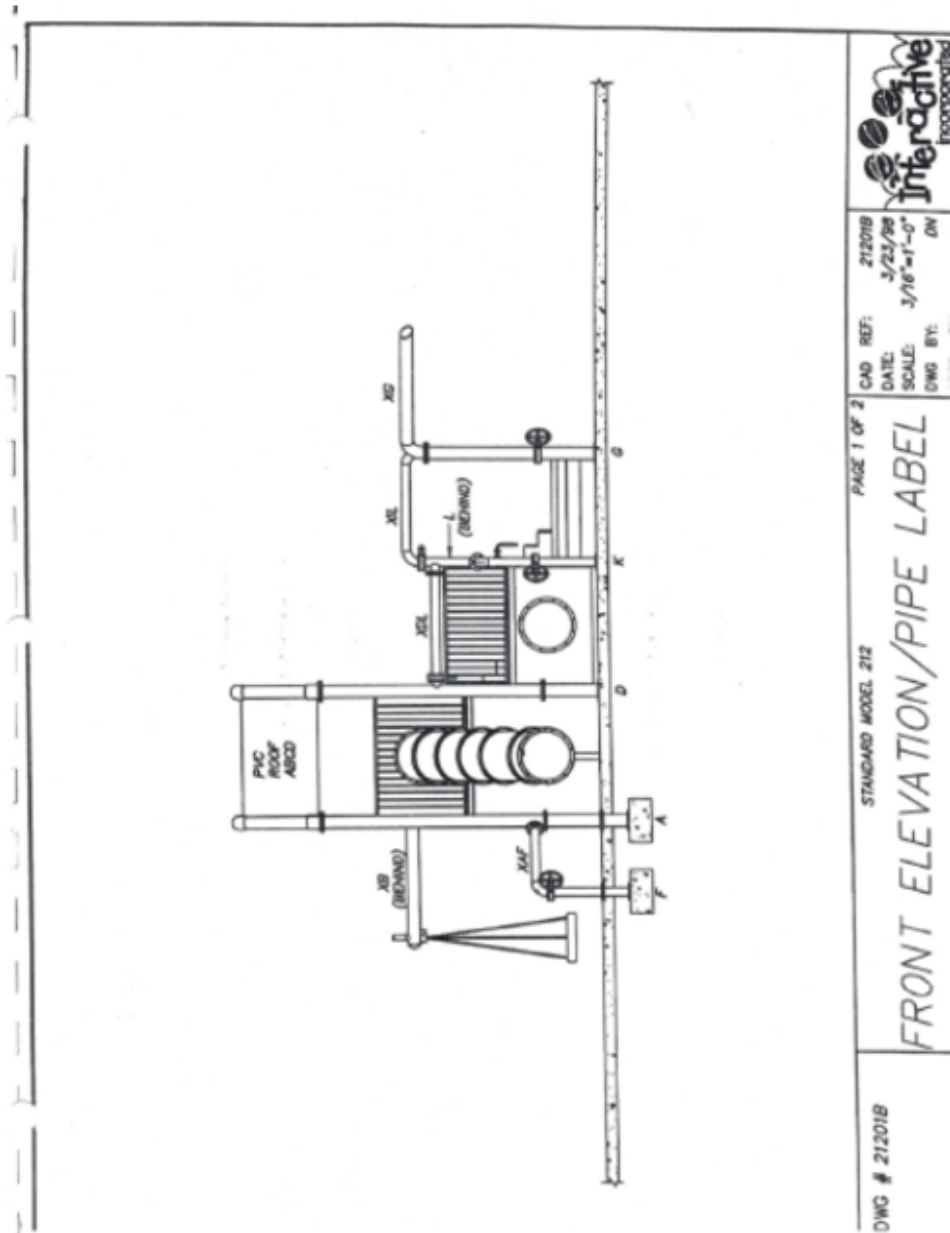
HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT – REQUEST FOR PROPOSALS
PAGE 8 OF 26

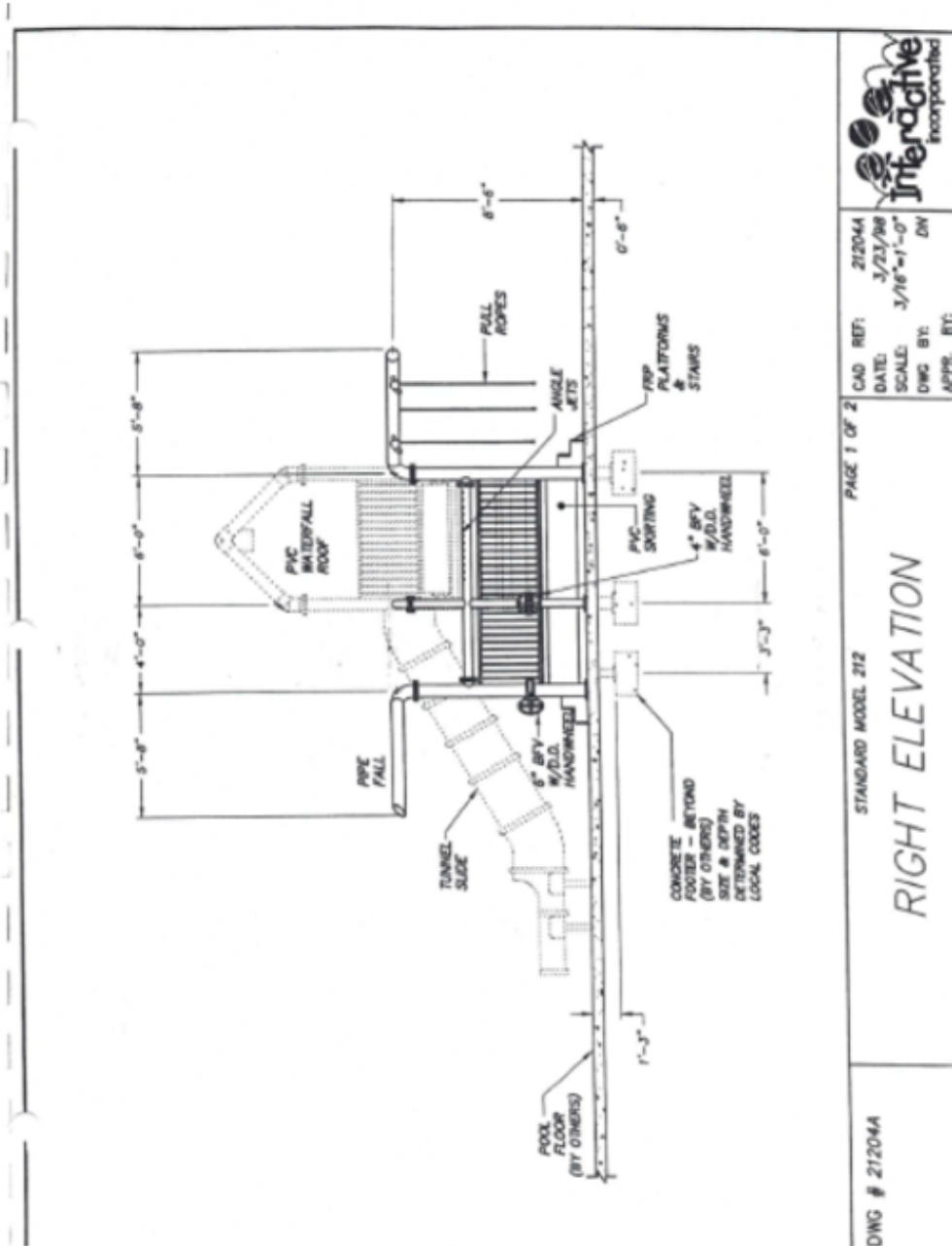


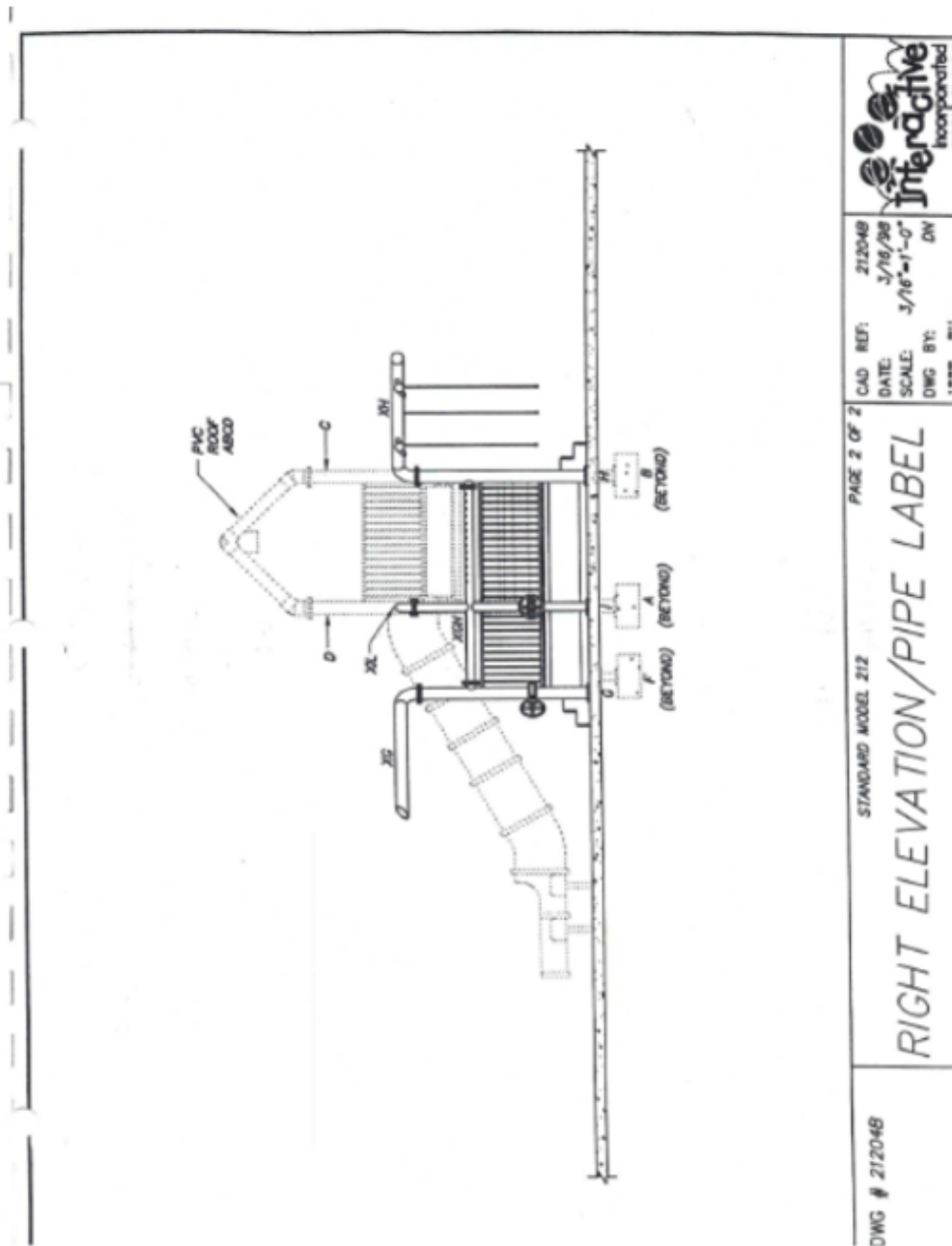


CONSTRUCTION AGREEMENT – WMS AQUATICS, INC. AND CITY
HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE INSTALLATION

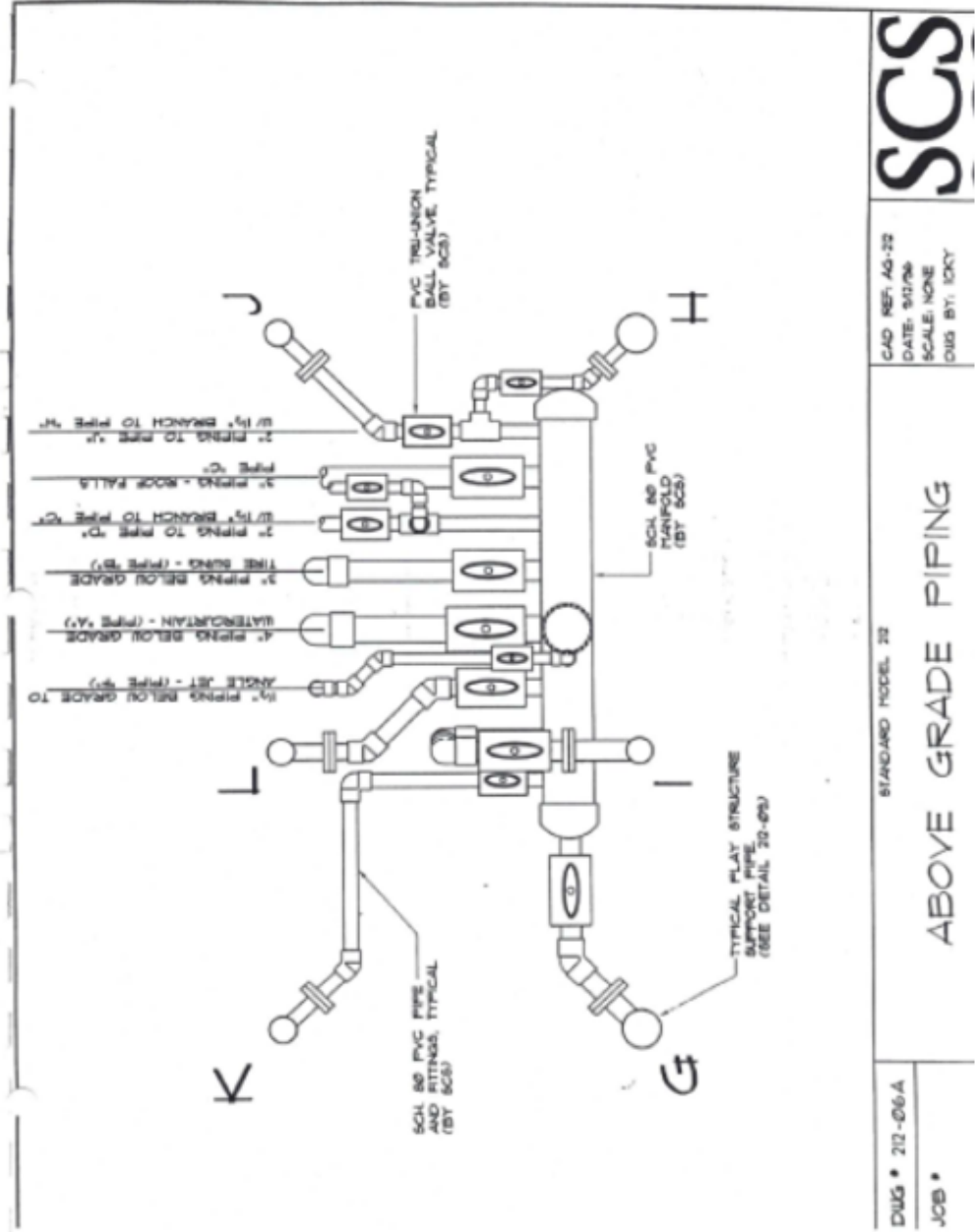












SCS

CAD REF: A2-22
 DATE: 8/1/06
 SCALE: NONE
 DWG BY: JCKY

ABOVE GRADE PIPING

DWG # 212-06A
 JOB #

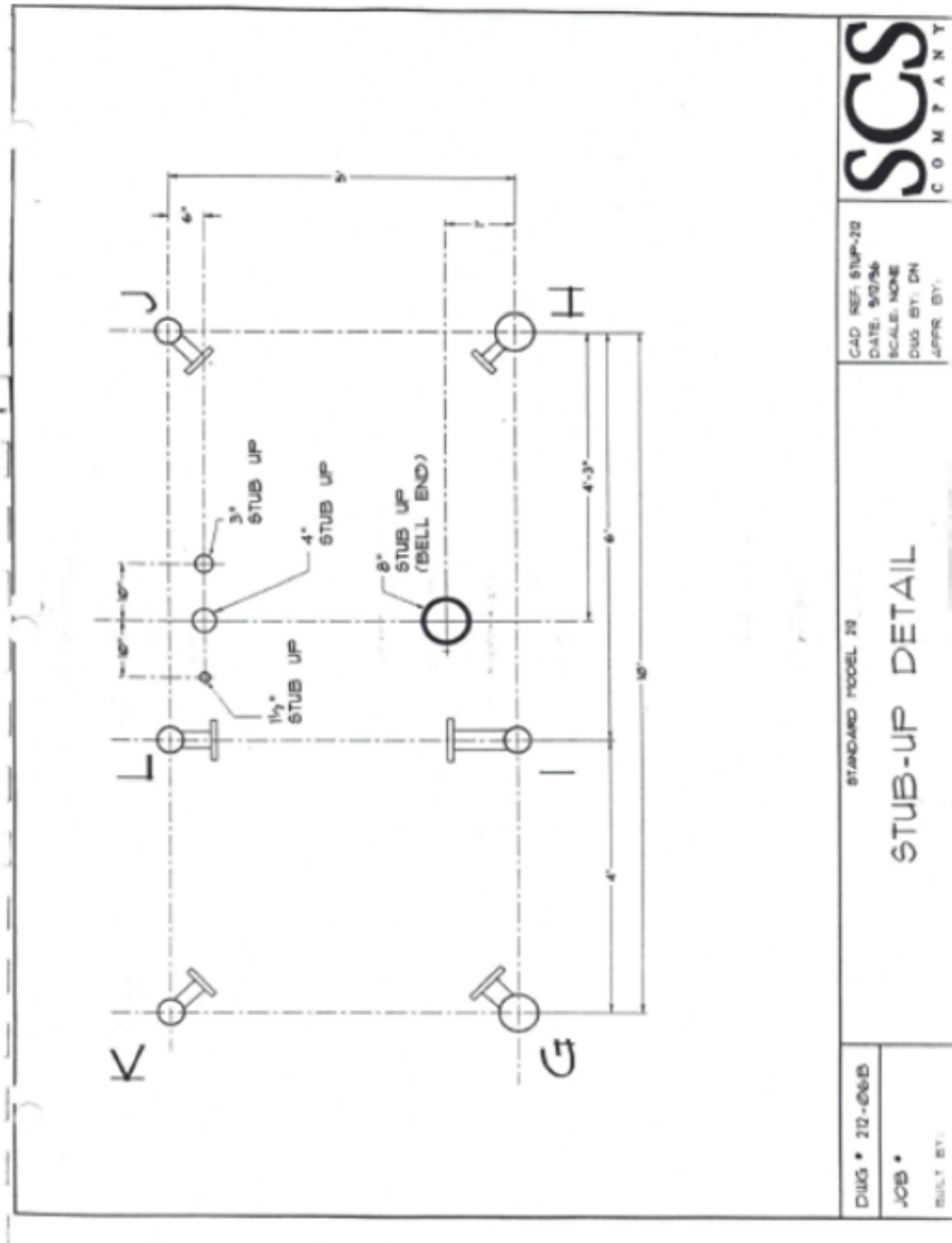


EXHIBIT C

ASC Pumping Equipment
Project: Moscow Lap P7 SCS
by: Gregg Emond

H2Optimize ver: 5.03
File: (untitled)
Nov 22, 1999

PUMP DATA SHEET AURORA PUMP

Catalog: AURORA60 v. 1.2

CURVE: PC148716

TYPE - SPEED: 340-ES - 1800

PUMP Size: 6x6x11

Speed: 1750 rpm
Imp dia: 8.5 in

Max Temperature: - °F
Max Pressure: - psi_g

Max Sphere Size: - in

Specific Speed Ns: -
Suction Nss: -

Suction size: 6 in
Discharge size: 6 in

FLUID: Water tmp: 60 °F
SG: 1
vsc: 1.122 cP
vapor: 0.2568 psi
atm: 14.7 psi

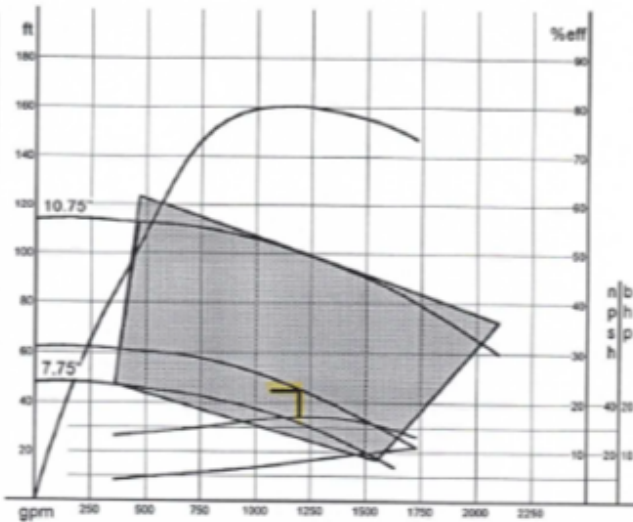
NPSHa: - ft

PIPING Pressure: - psi
Suction elev: - ft
size: - in
Discharge size: - in

P7

ITEM	QUANTITY
340A	

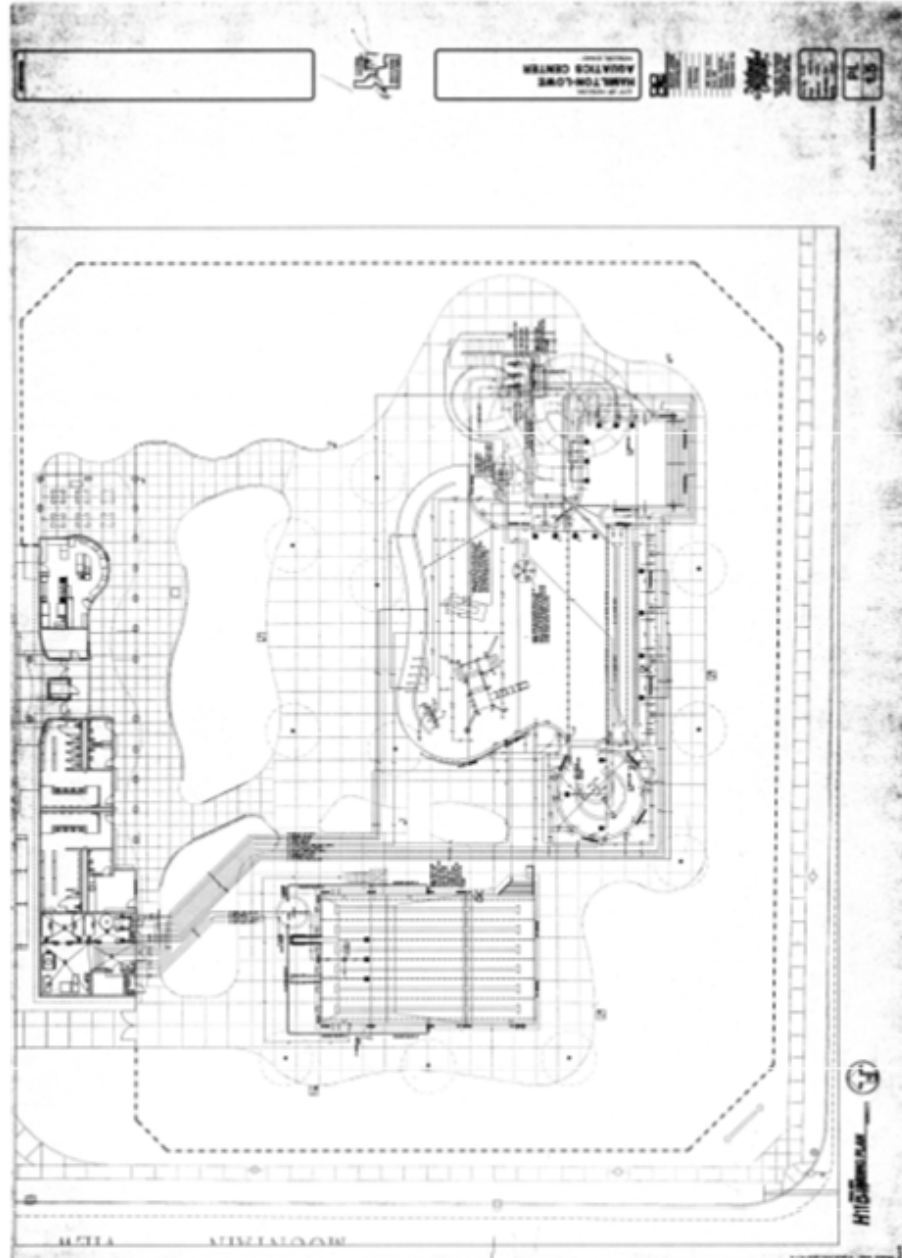
DESIGN POINT
Flow: 1200 gpm
Head: 45 ft
DATA POINT
Flow: 1200 gpm
Head: 45.6 ft
Eff: 80 %
Power: 17.3 bhp
NPSHr: 15.9 ft
DESIGN CURVE
Shutoff Head: 62.1 ft
Pressure: 26.9 psi _g
Min Flow: 360 gpm
BEP: 80 %eff @ 1160
Max: 17.3 bhp @ 1213
MAX DIAMETER
Max: 40.3 bhp @ 2012



PERFORMANCE EVALUATION

Flow gpm	Speed rpm	Head ft	Pump %eff	Power bhp	NPSHr ft	Motor %eff	Power kW	Hrs/yr	Cost
1440	1750	35.7	78	16.7	18.7				
1200	1750	45.6	80	17.3	15.9				
960	1750	52.4	77	16.5	13.5				
720	1750	58.4	71	14.9	11.3				
480	1750	60.5	52	14.1	9.4				

EXHIBIT D



HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT - REQUEST FOR PROPOSALS
PAGE 25 OF 26

EXHIBIT E



HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT – REQUEST FOR PROPOSALS
PAGE 26 OF 26

Attachment B

QUOTE



Account Name:	City of Moscow, ID	Created Date:	2/1/2021 5:06 PM
Project Name:	Hamilton-Lowe Renovation - ID	Quote Number:	QUO-08642-Q012F8
Project ID:	35485	Quote Name:	Version A
Bill To Name:	City of Moscow, ID	Prepared By:	Michelle Lynn
Bill To Address:	206 E. Third Street Moscow, ID 83843 USA	Email:	mlynn@vortex-intl.com

Product No.	Product Name	Product Description	QTY
18010	Packaging Fee	Packaging Fee	1
19010	Freight Fee	Freight Fee	1
8537	Custom Elevation 01	See description below	1

Custom Description
8537 - Custom Elevation 01 Custom elevation includes: Play features: 16 Decks: 4 Steps: 4 Slides: 1

Total Summary

Customer Signature:

Products:	127,600.00
Transport:	6,400.00
Subtotal:	134,000.00
Total:	134,000.00
Currency:	US Dollar

Enquire about our cooperative purchasing programs.
Thank you for doing business with us!

Terms & Conditions

Products Payment Terms: Product \$100K-\$250K: 30% deposit at PO, 50% @ Ship, 20% Net 45

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Vortex Aquatic Structures International, USA Office
11024 Bailey Road Suite C, Cornelius, North Carolina, USA, 28031
Tel: +1 (704) 280-09271 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

QUOTE



Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times are contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

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QUOTE



Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 90 days.

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
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QUOTE



X

Name
Title

Vortex Aquatic Structures International, Corporate Headquarters
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Attachment C

WMS Aquatics, Inc.
PO BOX 398
ELLENSBURG, WA 98926
800-426-9460
www.wmsaquatics.com



Estimate

ADDRESS

City of Moscow
Accounts Payable
PO Box 9203
Moscow, ID 83843

SHIP TO

City of Moscow
1724 East F Street
Moscow, ID 83843

ESTIMATE # 24765

DATE 04/06/2021

EXPIRATION DATE 05/12/2021

ITEM	QTY	RATE	AMOUNT
WMS Labor City of Moscow Splash Pad Renovation	1	7,642.87	7,642.87T
Phase 1: Demo existing anchors to 4" below final grade, fill holes with non-shrink grout (will finish surface with DiamondBrite to match current surface, completed in phase 4), exploratory search for existing bonding to connect new structure to.			
WMS Travel Travel, meals, and lodging for phase 1	1	2,707.15	2,707.15T
WMS Labor Phase 2: Core 19 new anchor points (4 holes per anchor location), begin assembling base structure.	1	7,642.87	7,642.87T
WMS Travel Travel, meals, and lodging for phase 2	1	2,707.15	2,707.15T
WMS Labor Phase 3: Finalize structure build, install to anchor locations, and complete plumbing to structure	1	14,500.02	14,500.02T
WMS Travel Travel, meals, and lodging for phase 3	1	4,821.44	4,821.44T
WMS Labor Phase 4: Complete Diamondbrite patch work over old anchor points to match existing surface, completed in Spring	1	2,571.43	2,571.43T
WMS Travel Travel, meals, and lodging for phase 4	1	842.86	842.86T
Contract Materials Construction Materials required to remove and fill existing anchor points, core new anchors, and for plumbing to new structure	1	8,571.43	8,571.43T
Misc. Payment and Performance Bond	1	1,560.00	1,560.00T
Shipping Shipping	1	1,000.00	1,000.00T

ITEM	QTY	RATE	AMOUNT
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Terms and Conditions:

This quote assumes all parts and equipment supplied by Vortex International will be onsite before WMS Aquatics arrives.

IMPORTANT NOTICE: The prices which appear immediately above are based upon reasonable anticipated conditions encountered in connection with the repair or renovation of a typical pool similar to the pool that is the subject of this contract. Specifically, not included in the prices are the existence of any nonapparent or unforeseen conditions or limitations at the job site. WMS Aquatics does not assume, and expressly denies responsibility for, costs associated with any nonapparent or unforeseen conditions that may be encountered.

In the event nonapparent or unforeseen conditions are encountered by WMS

Aquatics and in the further event that costs associated with such nonapparent or unforeseen conditions are in an amount greater than \$500.00, WMS Aquatics shall, upon such occurrences, immediately inform the customer. The customer shall have the following options;

- (a) Authorize WMS Aquatics to undertake the nonapparent or unforeseen conditions at the customer's expense.
- (b) Arrange to have a third party perform the service at customer's expense. The work must be in accordance with plans and specifications approved by WMS Aquatics.
- (c) Cancel the contract: In the event of cancellation, customer shall pay WMS Aquatics for all work performed up to the time of cancellation.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawing and specifications submitted for above work and completed in a substantial workmanlike manner for the sum indicated below with payments to be as follows:
50% deposit before work is scheduled; 50% balance due upon completion of project.

This estimate, along with attached terms and conditions, is satisfactory and is hereby accepted. As the owner or agent of the property located at the above address, you are authorizing WMS to perform the work as specified. Your signature below, with date of acceptance and required deposit amount, will constitute a contract between contractor and customer and lock in installation dates. A fifty percent (50%) deposit of total estimate is required to confirm estimate.

*Electrical work,	SUBTOTAL	54,567.22
*Pipe Insulation	TAX	0.00
*Waste Water and City Water Details	TOTAL	\$54,567.22
*Design and permitting		
*Structure Demolition		

Accepted By

Accepted Date

COMMITTEE STAFF REPORT

DATE: Monday, April 12, 2021



RESPONSIBLE STAFF

Bob Buvel

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

South Lift Station Force Main Bid Results and Contract Award (ACTION ITEM) - Bob Buvel

DESCRIPTION

The South Lift Station Force Main Project will install approximately 2500 linear feet of 16" sanitary force main from the South Lift Station at South Main and Nelson Avenue to a gravity sanitary line in the intersection of South Main and Styner Avenue. The new force main will replace the existing 10" force main running under South Main. Portions of the force main have already been installed through developer participation with The Indian Hills Ninth Addition Phase 2 Project and the construction of the new Moscow Police Station. This project will fill in the gaps from Nelson Avenue to Styner.

The City published an advertisement for bids on March 6th and 13th, 2021 and the budget for construction in the Capital Improvement Plan is \$600,000.00.

Bids were opened on Tuesday, March 30, 2021. Five responsive bids were received with bids ranging from \$633,609.31 to \$850,759.00. The low bid was submitted by J7 Contracting. A complete Bid Tabulation is included in the Committee packet.

STAFF RECOMMENDATION

Recommend acceptance of the low bid from J7 Contracting, Inc., award the contract for the bid amount of \$633,609.31, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the low bid from J7 Contracting, Inc., award the contract for the bid amount of \$633,609.31, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

Funding for the project will be expended from Sewer Capital Projects line item 330-330-60-770-69 Improvements - Lift Station Renovations. Expenditure of \$633,609.31 plus an additional 10% allocated for possible change orders to fund contract with J7 Contracting for the construction of project.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. South Lift Station Force Main - Bid Tabulation

South Lift Station Force Main
Bids Opened 03/30/2021

				Bid From: Big Sky Corporation		Bid From: Germer Construction		Bid From: J7 Contracting		Bid From: Knife River Corporation		Bid From: S & L Underground	
Item No.	Item Description	Qty.	Unit	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
	Removals												
201.4.1.D.1	Remove and Dispose of Asphalt	274	SY	\$10.00	\$2,740.00	\$3.00	\$822.00	\$9.60	\$2,630.40	\$25.00	\$6,850.00	\$6.00	\$1,644.00
201.4.1.D.2	Remove and Dispose of Concrete Sidewalk	508	SY	\$7.00	\$3,556.00	\$6.00	\$3,048.00	\$8.40	\$4,267.20	\$12.00	\$6,096.00	\$6.00	\$3,048.00
201.4.1.D.3	Remove and Dispose of Concrete Approach	162	SY	\$10.00	\$1,620.00	\$6.50	\$1,053.00	\$12.00	\$1,944.00	\$17.00	\$2,754.00	\$6.00	\$972.00
201.4.1.E.1	Remove and Dispose of Concrete Curb	482	LF	\$8.00	\$3,856.00	\$6.00	\$2,892.00	\$12.00	\$5,784.00	\$6.00	\$2,892.00	\$5.00	\$2,410.00
303.4.1.A.1	Excavation	4	HR	\$466.00	\$1,864.00	\$350.00	\$1,400.00	\$360.00	\$1,440.00	\$359.00	\$1,436.00	\$250.00	\$1,000.00
	Surface Restoration												
307.4.1.E.1	Type C Surface Restoration (Gravel Roadway)	773	SY	\$26.00	\$20,098.00	\$5.50	\$4,251.50	\$13.20	\$10,203.60	\$10.00	\$7,730.00	\$8.00	\$6,184.00
	Sewer Forcemain												
502.4.1.F.1	Connection To Ex. Manhole, Size 16"	1	EA	\$2,266.00	\$2,266.00	\$5,475.00	\$5,475.00	\$5,400.00	\$5,400.00	\$12,433.00	\$12,433.00	\$5,000.00	\$5,000.00
505.4.1.B.1	Pressure Sewer Pipe Size 16" C-900 PVC	2560	LF	\$148.00	\$378,880.00	\$170.00	\$435,200.00	\$130.80	\$334,848.00	\$149.00	\$381,440.00	\$152.00	\$389,120.00
505.4.1.B.2	Pressure Sewer Pipe - Size 12" Ductile Iron Pipe	17	LF	\$1,037.00	\$17,629.00	\$888.00	\$15,096.00	\$72.00	\$1,224.00	\$1,157.00	\$19,669.00	\$1,200.00	\$20,400.00
507.4.1.D.1	Install 16" Coupling	2	EA	\$3,339.00	\$6,678.00	\$1,975.00	\$3,950.00	\$2,280.00	\$4,560.00	\$7,174.00	\$14,348.00	\$2,500.00	\$5,000.00
704.4.1.C.1	Vault width 4', height 7', Length 4'	1	EA	\$14,262.00	\$14,262.00	\$13,365.00	\$13,365.00	\$13,530.00	\$13,530.00	\$13,905.00	\$13,905.00	\$25,000.00	\$25,000.00
704.4.1.C.2	Vault width 8', height 7', Length12.5'	1	EA	\$20,646.00	\$20,646.00	\$18,556.00	\$18,556.00	\$22,242.00	\$22,242.00	\$26,829.00	\$26,829.00	\$40,000.00	\$40,000.00
	Concrete												
706.4.1.A.7	Curb and Gutter, Type B	482	LF	\$57.00	\$27,474.00	\$38.00	\$18,316.00	\$46.20	\$22,268.40	\$44.50	\$21,449.00	\$45.00	\$21,690.00
706.4.1.E.1	Concrete Sidewalk	508	SY	\$110.00	\$55,880.00	\$76.50	\$38,862.00	\$69.60	\$35,356.80	\$84.00	\$42,672.00	\$65.00	\$33,020.00
706.4.1.F.1	Concrete Driveway Approach	162	SY	\$135.00	\$21,870.00	\$99.00	\$16,038.00	\$82.80	\$13,413.60	\$90.00	\$14,580.00	\$75.00	\$12,150.00
706.4.1.H.1	Ped Ramp/ Detetcable Warning Domes, Type V	1	EA	\$2,398.00	\$2,398.00	\$5,140.00	\$5,140.00	\$3,270.00	\$3,270.00	\$2,858.50	\$2,858.50	\$2,000.00	\$2,000.00
	Roadway												
810.4.1.A.1	Superpave HMA, Class SP-2, 1/2" Aggregate	274	SY	\$135.00	\$36,990.00	\$99.00	\$27,126.00	\$96.00	\$26,304.00	\$44.50	\$12,193.00	\$127.00	\$34,798.00
	MISC												
1003.4.1.C.1	Silt Fence	943	LF	\$6.00	\$5,658.00	\$8.00	\$7,544.00	\$6.00	\$5,658.00	\$3.00	\$2,829.00	\$6.00	\$5,658.00
1103.4.1.A.1	Traffic Control	1	LS	\$13,209.00	\$13,209.00	\$35,618.00	\$35,618.00	\$9,600.00	\$9,600.00	\$38,994.00	\$38,994.00	\$80,000.00	\$80,000.00
2010.4.1.A.1	Mobilization	1	LS	\$40,000.00	\$40,000.00	\$56,030.45	\$56,030.45	\$60,000.00	\$60,000.00	\$123,387.00	\$123,387.00	\$80,000.00	\$80,000.00
	Special Provisions												
SP1.4.1.A.1	12" Mag Meter	1	EA	\$15,388.00	\$15,388.00	\$11,985.00	\$11,985.00	\$11,310.00	\$11,310.00	\$12,191.00	\$12,191.00	\$14,000.00	\$14,000.00
SP2.4.1.A.1	Construction Staking	1	EA	\$5,237.00	\$5,237.00	\$6,500.00	\$6,500.00	\$5,880.00	\$5,880.00	\$5,250.00	\$5,250.00	\$30,000.00	\$30,000.00
SP3.4.1.A.1	Plug Valve, Size 8"	1	EA	\$2,898.00	\$2,898.00	\$2,293.00	\$2,293.00	\$2,371.20	\$2,371.20	\$2,411.00	\$2,411.00	\$2,500.00	\$2,500.00
SP3.4.1.A.2	Plug Valve, Size 10"	1	EA	\$4,701.00	\$4,701.00	\$3,913.00	\$3,913.00	\$3,753.60	\$3,753.60	\$3,596.00	\$3,596.00	\$3,500.00	\$3,500.00
SP3.4.1.A.3	Plug Valve, Size 12"	1	EA	\$4,739.00	\$4,739.00	\$4,273.00	\$4,273.00	\$4,100.40	\$4,100.40	\$3,881.00	\$3,881.00	\$4,500.00	\$4,500.00
SP4.4.1.A.1	Hydroseeding	1633	SY	\$3.00	\$4,899.00	\$1.35	\$2,204.55	\$1.87	\$3,053.71	\$0.60	\$979.80	\$5.00	\$8,165.00
SP5.4.1.A.1	Install Owner Furnished 16" Gate Valves	3	EA	\$2,019.00	\$6,057.00	\$996.00	\$2,988.00	\$2,758.80	\$8,276.40	\$883.00	\$2,649.00	\$2,000.00	\$6,000.00
SP6.4.1.A.1	Force Main Air Release Valve Assembly	1	EA	\$7,275.00	\$7,275.00	\$10,016.00	\$10,016.00	\$4,560.00	\$4,560.00	\$10,789.00	\$10,789.00	\$5,000.00	\$5,000.00
SP7.4.1.A.1	Tie-In to Existing 10" Force Main	1	EA	\$25,259.00	\$25,259.00	\$11,275.00	\$11,275.00	\$6,360.00	\$6,360.00	\$14,397.00	\$14,397.00	\$8,000.00	\$8,000.00
				TOTAL	\$754,027.00	TOTAL	\$765,230.50	TOTAL	\$633,609.31	TOTAL	\$811,488.30	TOTAL	\$850,759.00

