

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, April 19, 2021

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. Due to the 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. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. 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.

PLEDGE OF ALLEGIANCE

PROCLAMATION - ARBOR DAY

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council April 6, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report for March 2021 - Sarah Banks

Staff presented the March 2021 Accounts Payable Report to Public Works / Finance Committee on April 12, 2021. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of March 2021, including authorization for use of digital signatures.

C. Second Quarter Financial Report January 1, 2021 to March 31, 2021 for FY2021 - Sarah Banks

The financial report for the second quarter of Fiscal Year 2021 (January 1, 2021 to March 31, 2021) was presented to the Public Works / Finance Committee on April 12, 2021 and recommended for approval.

ACTION: Approve the FY2021 Second Quarter Report.

D. Hamilton-Lowe Aquatic Center Play Structure Replacement Equipment - 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. This was reviewed by the Public Works/Finance Committee on April 12, 2021 and recommended for approval.

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

E. Hamilton-Lowe Aquatic Center Play Structure Replacement Installation - 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. This was reviewed by the Public Works/Finance Committee on April 12, 2021 and recommended for approval.

ACTION: Accept 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.

F. One World Café Request for Expanded Sidewalk Café Configuration – Gary J. Riedner / Laurie Hopkins

In 2007, the City Council formalized a process for the licensing of sidewalk cafes in the Central Business Zoning District. Minimum standards for all sidewalk cafes are included in the Moscow City Code, including the requirement of maintaining an unobstructed pedestrian access on the sidewalk of not less than four contiguous feet. The owners of One World Cafe, located at 6th and Main Streets, have been working with the University of Idaho, Art and Architecture Design/Build studio to create an updated outdoor dining space around the exterior of the building. Because the nature of the proposal is a more robust, yet still a non-permanent improvement, staff is bringing the proposal to City Council for approval. Tyler Palmer, Deputy City Supervisor of Public Works and Services and Steve Schulte Public Utility Manager-Streets/Stormwater have reviewed the drawings and met with the owners and architect on how this proposal can work within the guidelines of the code, as well as maintaining the safety of the public and ADA requirements. The packet includes drawings that meet the requirements of the City Code and the ability to remove all right-of-way encumbrances with reasonable ease and the prohibition on anchoring into the sidewalk. This was reviewed by the Administrative Committee on April 12, 2021 and recommended for approval.

ACTION: Approve the sidewalk cafe proposal.

G. South Lift Station Force Main Bid Results and Contract Award - 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 Council packet. This was reviewed by the Public Works/Finance Committee on April 12, 2021 and recommended for approval.

ACTION: Accept 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.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

4. Public Comment and Mayor's Response Period (limit 15 minutes)

5. Confirmation of Appointment of Jen Pfiffner as Human Resources Director and Oath of Office - Gary J. Riedner / Laurie M. Hopkins

6. Public Hearing: Ordinance Amending Title 4, Chapter 6 of Moscow City Code Regarding Amendments to the Outdoor Lighting Code for Public Art (ACTION ITEM) - Mike Ray

With the installation of the recent Homecoming public art project at the north couplet, there has been some discussion among staff regarding the lighting of public art in the City. Currently the majority of lighting is required to be full cut-off with up-lighting only permitted in certain circumstances. The Arts Department requested that the Planning and Zoning Commission review the current lighting ordinance to see if there's a possibility of providing an exemption from the full cut-off requirement for freestanding public art. The Commission conducted a special meeting on January 11, 2021 and reviewed different lighting options at the Helioterra public art installation. The Commission then directed Staff to prepare an ordinance amending the lighting code to allow up-lighting for public art. The Commission conducted a public hearing on the proposed ordinance on March 10, 2021 and recommended approval to City Council. This item was reviewed by the Administrative Committee on April 12, 2021.

PROPOSED ACTIONS: After considering public testimony, approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

7. Stormwater User Fee Credits and Waivers Summary (ACTION ITEM) - Kyle Steele

The City Council established a Stormwater Utility with the adoption of Title 5, Chapter 19 earlier this year. The utility provides the City with the authorization to equitably allocate the operation, maintenance, improvement, and regulatory compliance expenses of the City's Stormwater Control System to users of the system in proportion to the level and type of services received from the system. It also allows the City to provide for the establishment of a system of stormwater user fees, and requires that the City provide a written system of user fee credits and exemptions to better individualize fees to reflect a customer's stormwater burdens and services. Staff is proposing a system of user fee credits and waivers for management practices and activities that reduce the costs to provide stormwater management related services, reduces a customer's burden on the City Stormwater Control System and therefore receives a lower level of City stormwater services. This was reviewed by the Administrative Committee at their

meeting on April 12, 2021 and was recommended for approval.

PROPOSED ACTIONS: Adopt the system stormwater user fee credits and waivers, or take such other action deemed appropriate.

8. Lee Newbill Safety Fair Donation Request (ACTION ITEM) - Gary J. Riedner

The Lee Newbill Safety Fair was not held in 2020, due to the COVID-19 pandemic response. This year, the Safety Fair is proposed to be held in some form. Staff discussed several pandemic related issues that could impact a decision by the City to allow the event or allow City employees to participate in the event. Part of that discussion included the possibility that the City could participate in the purchase of bicycle helmets if the event was held. The bicycle helmet program, whereby the Moscow Police Department gives away helmets to young riders, is the center piece of the Safety Fair. The Safety Fair Committee met to discuss several options and MPD Captain Roger Lanier presented the potential for both a revised Safety Fair format, and City participation in the purchase of bicycle helmets for the give away. The Safety Fair Committee decided it was too risky to plan for a full scale Safety Fair at this time, even if it was held later in the summer. The Committee also agreed that going two years in a row without distributing helmets to Moscow children doesn't serve the needs of kids in our community. After deliberations the Committee agreed that several smaller events will be held at the schools to address helmet giveaways. The Safe Routes to Schools program will use a format they have used successfully in the past, and will coordinate with Moscow School District to set up the events. MPD will participate as available with bike and patrol officers and various services clubs will also provide volunteers.

The Safe Routes to School program has \$1000 to contribute toward purchasing helmets and the Safety Fair committee will contribute \$2000. The Committee is requesting the City of Moscow to contribute an additional \$2000 toward the purchase of helmets. The Moscow Police Department will coordinate the purchase of the helmets as the MPD has an established relationship with the vendor. Since the goal has always been to provide helmets to kids before the summer riding season, the funds are requested as soon as possible so helmets can be ordered and distributed. It is anticipated that events will be held in late April and in May before school is out for summer break. It is proposed that funding be provided from Legislative Non-Prioritized Projects (101-010-10-670-16). This was reviewed by the Administrative Committee on April 12, 2021 and recommended for approval.

PROPOSED ACTIONS: Recommend approval of \$2,000 from Legislative Non-Prioritized Projects (101-010-10-670-16) for purchase of bicycle helmets for the 2021 Lee Newbill Safety Fair, or take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(C) AND (F) - THE MEETING WILL NOT RECONVENE.

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.

Moscow City Council



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

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208.883.7015

Tuesday
April 6, 2021

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 p.m.

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

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap (virtual), Brian Nickerson, Amanda Argona, Greg Morrison, Aimee Hennrich, Tyler Palmer (virtual), Jen Pfiffner (virtual), Alisa Anderson (virtual), Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Mayor Lambert led the Pledge of Allegiance.

PROCLAMATION - FAIR HOUSING

Mayor Lambert read the Fair Housing Proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 15, 2021 Minutes - Laurie M. Hopkins

B. Latah County, Idaho, Multi-Jurisdictional Hazard Mitigation Plan Update 2020 - 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. This was reviewed by the Public Works/Finance Committee on March 22, 2021, and recommended for approval.

ACTION: Adopt the Latah County, Idaho, Multi-Jurisdictional Hazard Mitigation Plan Update 2020 by approval of the proposed Resolution.

C. Monitoring Well Siting Agreement with the Idaho Department of Water Resources - Tyler Palmer

The Idaho Department 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 has finalized an agreement with IDWR and it is included in the Council packet. This was reviewed by the Public Works/Finance Committee on March 22, 2021 and recommended for approval.

ACTION: Approve Monitoring Well Siting Agreement with the Idaho Division of Water Resources.

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

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

4. Public Comment and Mayor's Response Period (limit 15 minutes)

Jean Elliott (Viola) suggested a document on how City and County meetings run and when citizens can give input.

David Hall (Moscow) said Moscow needs a water use budget to determine how much water is used by any user and how to balance water use. He believes it was a goal of the City Council years ago, was funded but no program was created.

5. Citizen Commission Report - Fair and Affordable Housing Commission - Aimee Hennrich / Randy Baukol

Hennrich introduced Randy Baukol. Baukol spoke on the duties of the Commission and projects and activities the Commission worked on the last year including tenant rights and responsibilities, fair housing outreach and education, and updating the Analysis of Impediments action item report and addendum.

The Mayor called a recess at 7:25 p.m. The meeting reconvened at 7:28 p.m.

6. Moscow Volunteer Fire Department Annual Report – Brian Nickerson

Nickerson went through the incidents in 2020 which included rescue and EMS, false alarms, and good intent calls. He presented graphs breaking down the details with a comparison between 2019 and 2020. A committee was formed in 2018 to review bylaws. New bylaws were completed in 2020 and passed and approved and went into effect January 2021. The restructure included switching the company model to a station model and electing a CEO, communications officer and 8 board members. Nickerson spoke on Department projects, programs and training.

7. Adoption of Fair Housing Resolution (ACTION ITEM) - Alisa Anderson

As an Idaho Department of Commerce, Idaho Community Development Block Grant (CDBG) Grantee the City is required to follow practices and obligations to Affirmatively Further Fair Housing in Moscow. As a Grantee receiving CDBG funding, the City must certify they will take actions to Affirmatively Further Fair Housing. To comply with this certification, the City at a minimum must complete the following five steps: Step 1 - Designate a Fair Housing Resource Person which is currently Aimee Hennrich, from the Community Planning and Design Department, who is also the staff liaison to the City's Fair and Affordable Housing Commission. Step 2 – Approval and publication of a Fair Housing

Resolution at least one year prior to the CDBG contract execution. Step 3 - Complete the Fair Housing Assessment Form answering questions regarding possible impediments to fair housing, identifying the impediments, and establishing an action plan to overcome or mitigate the impediment or its affects. The City prepares and updates an "Analysis of Impediments to Fair Housing and Fair Housing Acton Plan." Step 4 – Proclaim April as Fair Housing Month through a Fair Housing Proclamation, also on Council Agenda for this meeting. Step 5 – Display Fair Housing information to include an Equal Housing Opportunities Posters (both English and Spanish version) and Good Neighbors & Fair Housing = Strong Communities/ 211 Poster. The Resolution within the Council packet has been prepared by the City Attorney and follows the guidelines provided by the Idaho Department of Commerce. There have been no material changes made to the proposed Resolution from what City Council approved in 2020. The verbiage has remained the same other than the words "familial status" added within the text to standardize each paragraph.

PROPOSED ACTIONS: Adopt the proposed Fair Housing Resolution or take such other action deemed appropriate.

Anderson introduced the item as written above and by giving a history of the resolution. Bettge moved to adopt the Fair Housing Resolution. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Community Events Applications & Permits Update (ACTION ITEM) - Amanda Argona

The Community Events Division is responsible for processing Community Event applications that take place in the public right-of-way (ROW). Such events include marches, demonstrations, block parties, fun runs, etc., and hosted by individuals, organizations, and other City departments and programs. On August 3, 2020, City Council suspended events in the City ROW due to COVID-19. The Community Events Division has begun to receive inquiries about hosting events, in addition to planning for the 2021 Moscow Farmers Market season. Per the State's guidelines, all events expecting more than 50 participants are required to develop a large-gathering plan and submit a required attestation to the Idaho North Central District Public Health office. In addition, last July, the City updated the current City of Moscow Community Event Application to include a specific Hold Harmless Agreement section as approved by the City's Legal Department to include language regarding State COVID-19 regulations. With these updates to State requirements and City process, City staff is looking for further guidance regarding the permitting of community events. This was reviewed by the Administrative Committee on March 22, 2021.

PROPOSED ACTIONS: Recommend the reinstatement of the community events application review process and require that events with fifty (50) or more individuals also include an approved Large Gathering Plan & Attestation from the Public Health Idaho North Central District, provide further direction, or take such other action deemed appropriate.

Argona introduced the item as written above and included a the event process this past year. Community Events is already receiving event applications for 2021 including the Farmers Market and Renaissance Fair. Kelly asked if multiple events can take place at the same time in East City Park. Morrison said no, that once a reservation is made at East City Park, all reservations are closed. Taruscio moved to recommend the reinstatement of the community events application review process and require that events with fifty (50) or more individuals also include an approved Large Gathering Plan & Attestation from the Public Health Idaho North Central District. Laflin seconded the motion. Social media is used when streets are closed and/or if it will impact the flow of the residents. Other outlets can also be used and the organization can send out a press release to promote their event. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

9. 2021 Moscow Farmers Market Operations Proposal (ACTION ITEM) - Amanda Argona

The 2021 Moscow Farmers Market is scheduled to begin on Saturday, May 1. During the 2020 Market season, staff implemented a gradual re-opening of the Moscow Farmers Market, but also limited the types of amenities offered. These included the cancellation of the following programs: Market Entertainment,

POP Club!, youth and performance (aka buskers) vendors, City Commission tabling, and more. Due to the modifications made last year, which affected the atmosphere of the Market and the impact to Vendors and their sales, staff recommended and Council approved a reduction in Vendor fees. For the 2021 Market season, staff is proposing the return of several amenities, including the curbside, pick-up service of Motor-In Moscow Farmers Market. The potential return of a more lively Market atmosphere is beneficial to Vendors and their ability to make sales. Pending which amenities are approved to return, a temporary reduction in fees is recommended by staff. Specifically, if providing entertainment in a modified manner is deemed as not feasible, staff requests waiving registration fees for the 2021 season. In preparation for the start of Market, staff has submitted an attestation to the Idaho North Central Public Health District which was approved on Friday, March 12, 2021 but has not submitted a Community Events application for review. This was reviewed by the Administrative Committee on March 22, 2021.

PROPOSED ACTIONS: Recommend approval of hosting live Market Entertainment return on May 1 with no reduction in Vendor fees, or have live Market Entertainment return on July 3 with a waiver in Vendor registration fees, or take such other action deemed appropriate.

Argona introduced the item as written above and recapped the process for Farmers Market 2020 and presented a map showing logistics for the Market. Discussion regarding placement of live entertainment performers, projection from singing, and the spacing from pedestrians. Vendors input was preference to bring back music, whether it is live or canned. Sullivan commented if the performers were six feet apart it puts them closer to the pedestrians. Kelly feels a band is already in a bubble from practicing and because of that, the need to space 6 feet may not be an issue. Bettge felt the July date may be better as there should be more people inoculated by then. Laflin thinks the July date a little late. Having the musicians clustered together like a pod could create an example for others thinking they can cluster as well. Taruscio feels July 3 is the better date. Taruscio moved to recommend approval of hosting live Market Entertainment on July 3 with waiver of vendor registration fees. Bettge seconded. Kelly asked if everything looked great, could the date be moved up to June. Pfiffner said booking banks short notice is tricky and added the Farmers Market has been vetted through Public Health and approved. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

10. 2021 Hamilton Lowe Aquatic Center Proposal (ACTION ITEM) - Greg Morrison

After careful consideration, Moscow Parks and Recreation is confident in recommending the Hamilton-Lowe Aquatics Center (HLAC) open June 11, 2021, for the regularly scheduled 2021 nine-week season. This proposal is based on an extensive review of the Centers for Disease Control, State of Idaho Rebounds Plan and Related Business Protocols, Public Health – Idaho North Central District (PH-INCD) guidelines, and additional discussions with Carol Moehrle, RN, BSN, District Director for Public Health. This review also included what other pool facilities are planning for the coming season. As a result, with the implementation of appropriate health and safety measures, Parks and Recreation propose the HLAC open for the full season, June 11 through September 12.

PROPOSED ACTIONS: Approve staff's recommendation to open the Hamilton-Lowe Aquatics Center on June 11, 2021, for the regularly scheduled 2021 nine-week season with additional COVID protocols; provide staff further direction; or take such other action deemed appropriate.

Morrison introduced the item as written above. Staff felt a large gathering plan and attestation process was also warranted for the pool. By using the same rules the high school has for athletic events, it would allow 40% occupancy which would be 360 patrons. Morrison detailed protocols including admission, staffing, the sanitation plan, the safety team. See attachment. Vaccinations has not been a requirement for employees. Council members were in support of the plan. Bettge moved to approve staff's recommendation to open the Hamilton-Lowe Aquatics Center on June 11, 2021, for the regularly scheduled 2021 nine-week season with additional COVID protocols. Zabala seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

11. Residential Street Standard Update Proposal (ACTION ITEM) - Bill Belknap

During the most recent update to the City Standard Construction Drawings containing the adopted street standards for the construction and development of new public and private streets within the City, the use of the 28-foot residential street standard was limited to cul-de-sacs and short unextendable streets. The Planning and Zoning Commission is currently working on the development of new subdivision standards which include clustered and traditional development options to provide greater flexibility and allowing compact and innovative developments that would likely benefit from the 28-foot street standard. Narrower streets reduce current and future maintenance and replacement costs, provide traffic calming in residential areas, and facilitate the development of more cohesive neighborhoods. The Transportation Commission reviewed the proposal and concurred with the Planning and Zoning Commission's request and recommended approval to the City Council. Staff has prepared and updated draft of the Standard Construction Drawings that includes the proposed revisions for the Council's review and consideration. This was reviewed by the Public Works/Finance Committee on March 8, 2021 and recommended for approval and presentation to the full City Council.

PROPOSED ACTIONS: Approve the proposed amended Standard Construction Drawings and associated Resolution; or take such other action deemed appropriate.

Belknap gave a background on the street standards for roadways and explained further as written above. Traditional and clustered subdivisions would benefit from a greater use of the 28-foot street standard. Other benefits include reducing the City's future liability for roadway maintenance and replacement costs, traffic calming, reduction in stormwater runoff from less impervious area, and savings in excess of \$500,000 per mile over a 50-year lifecycle when compared to a 36' width roadway (22% savings). Allowing on-street parking on only one side allows snow removal crews to push snow consistently away from parked vehicles and expedite snow removal operations. can save the City. Housing affordability is another benefit as reducing the width of the roadway reduces the cost being passed into the home price. Sullivan said there are so many benefits and there are many reasons to support the change. Taruscio moved to approve the proposed amended Standard Construction Drawings and associated Resolution. Bettge seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

12. Set FY2022 Budget Hearing Date for August 2, 2021 (ACTION ITEM) - Gary J. Riedner

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

PROPOSED ACTIONS: Set August 2, 2021 as the public hearing date for the City of Moscow FY2022 budget, or take such other action deemed appropriate.

Riedner introduced the item as written above. Riedner said the budget process is underway and outlined the main schedule. Laflin moved to set August 2, 2021 as the public hearing date for the City of Moscow FY2022 budget. Sullivan seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Historic Preservation Commission – Zabala said the Commission reviewed orchid awards nominations.

Palouse Knowledge Corridor – Zabala what they can do to align with city interests and recognize the economic development ecosystem.

Moscow Tree Commission – Zabala said the Commission worked on the planning for the first seed sapling giveaway at the Farmers Market.

Planning & Zoning Commission – Laflin said the Commission discussed the legacy landing development which will have six commercial tenants, one café tenant, and 8 enclosed parking spaces. Second and third floors will have apartments.

Human Rights Commission – Laflin said a panel on restorative justice will be held on April 8.

Moscow Urban Renewal Agency – Sullivan reported the Agency received an annual audit presentation and reviewed the annual report.

Moscow Volunteer Fire Department – Bettge reported they are working on fund raising projects.

SMART Transit – Bettge said they received a grant for \$493,000 for technology funding, new online software for schedules and wait times.

Farmers Market Commission – Bettge said the Commission has another vacancy. They are discussing the possibility of modifying the 200 air miles requirement for selling at the market and approved a contract with Julene Ewart on a branding agreement.

Sustainable Environment Commission - Kelly said the Commission received update reports.

Mayor

Mayor Lambert said he attended the Airport Board meeting where they discussed a third flight beginning May 20. Terminal design public meetings are coming up. A flight to Denver is also being discussed.

Staff

No reports.

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(F) - THE MEETING WILL NOT RECONVENE.

adjourned to exec sess. Kelly seconded. Bettge seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. 9:27 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
April 6, 2021**

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

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

The executive session was called to order at 9:30 p.m.

Item discussed pursuant to I.C. 74-206(1)(F)

The executive session was adjourned at 10:04 p.m.

ARBOR DAY PROCLAMATION

- WHEREAS,** in 1872, Julius Sterling Morton, who would become Secretary of Agriculture under President Grover Cleveland, proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees; and,
- WHEREAS,** the resulting holiday, Arbor Day, was first observed in that State with the planting of more than one million trees; and
- WHEREAS,** Arbor Day is now recognized throughout the nation and the world, reminding us that one person's initiative can make a lasting and meaningful difference; and
- WHEREAS,** the City of Moscow and Moscow Tree Commission are committed to a community forestry program that supports a safe, healthy, and attractive urban forest; and
- WHEREAS,** trees are renewable resources that yield fruit and nuts for food and profit, wood for construction, fuel for warmth, paper products, and a wide variety of other goods and materials; and
- WHEREAS,** when properly selected, planted in the right places, and tended appropriately, trees increase property values, add beauty, enhance economic vitality of business districts, cut heating and cooling costs, and provide buffers from traffic; and
- WHEREAS,** trees intercept storm water, reduce runoff and erosion, clean air and water, produce oxygen, slow climate change by absorbing carbon dioxide, provide habitat for wildlife, and moderate air temperature; and
- WHEREAS,** a healthy urban forest can bring a sense of vibrancy or respite, adventure or calm, escape or contentment, and connection to wild nature, amidst asphalt and concrete; and
- WHEREAS,** Arbor Day reminds us of the timeless observation by its founder, J. Sterling Morton, that "Each generation takes the earth as trustees;" and
- WHEREAS,** to celebrate Arbor Day in Moscow, the City of Moscow and the Moscow Tree Commission will plant three cherry trees at Lola Clyde Park with Palouse Roots students from PCEI on April 30, 2021. Due to COVID – 19, the Arbor Day celebration will not be open to the general public. However, we ask members of our community to consider planting a tree this spring or fall in observance of Arbor Day.

NOW, THEREFORE, I, Bill Lambert, Mayor for the city of Moscow, do hereby proclaim April 30, 2021 as

ARBOR DAY

in the City of Moscow, and I urge all citizens to support the planting of trees, to promote the well-being of this and future generations.



DATED this 19th day of April, 2021.

Bill Lambert, Mayor

COMMITTEE STAFF REPORT

DATE: Monday, April 19, 2021



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report for March 2021 - 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

Receive the Disbursements Report for the month of March 2021, including authorization for use of digital signatures.

PROPOSED ACTIONS

ACTION: Receive the Disbursements Report for the month of March 2021, including authorization for use of digital signatures.

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 #											
	ACH for Wells Fargo to be Imported										0.00
101	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
105	STREETS	235.91	10,384.30	38,440.97		9,001.75	386.92		27,160.98	27,753.37	113,364.20
120	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
121	MSD COMM. PLAY FIELDS		746.59						1,963.11	2,021.53	4,731.23
123	1912 CENTER	7,916.67									7,916.67
128	TRANSIT CENTER	64.68	935.18	665.62		248.00					1,913.48
220	WATER	7,802.11	65,353.43	117,093.84		9,795.95	318.15		47,936.02	46,896.36	295,195.86
230	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
240	SANITATION	12.92	79,829.68	203,266.79		500.00	949.68		5,516.95	5,614.53	295,690.55
290	FLEET	11,132.06	19,852.78	2,214.21		278.63	2,846.26		11,861.57	11,991.34	60,176.85
295	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
320	WATER CAPITAL PROJECTS	576,797.31		2,095.87		24,034.34					602,927.52
330	SEWER CAPITAL PROJECTS			128.19							128.19
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	31,166.08	552,845.26	4,742.26							588,753.60
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
941	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 19, 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 - Sarah Banks

DESCRIPTION

The financial report for the second quarter of Fiscal Year 2021 (January 1, 2021 to March 31, 2021) was presented to the Public Works / Finance Committee on April 12, 2021 and recommended for approval.

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 19, 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 - 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

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

PROPOSED ACTIONS

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

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, 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 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
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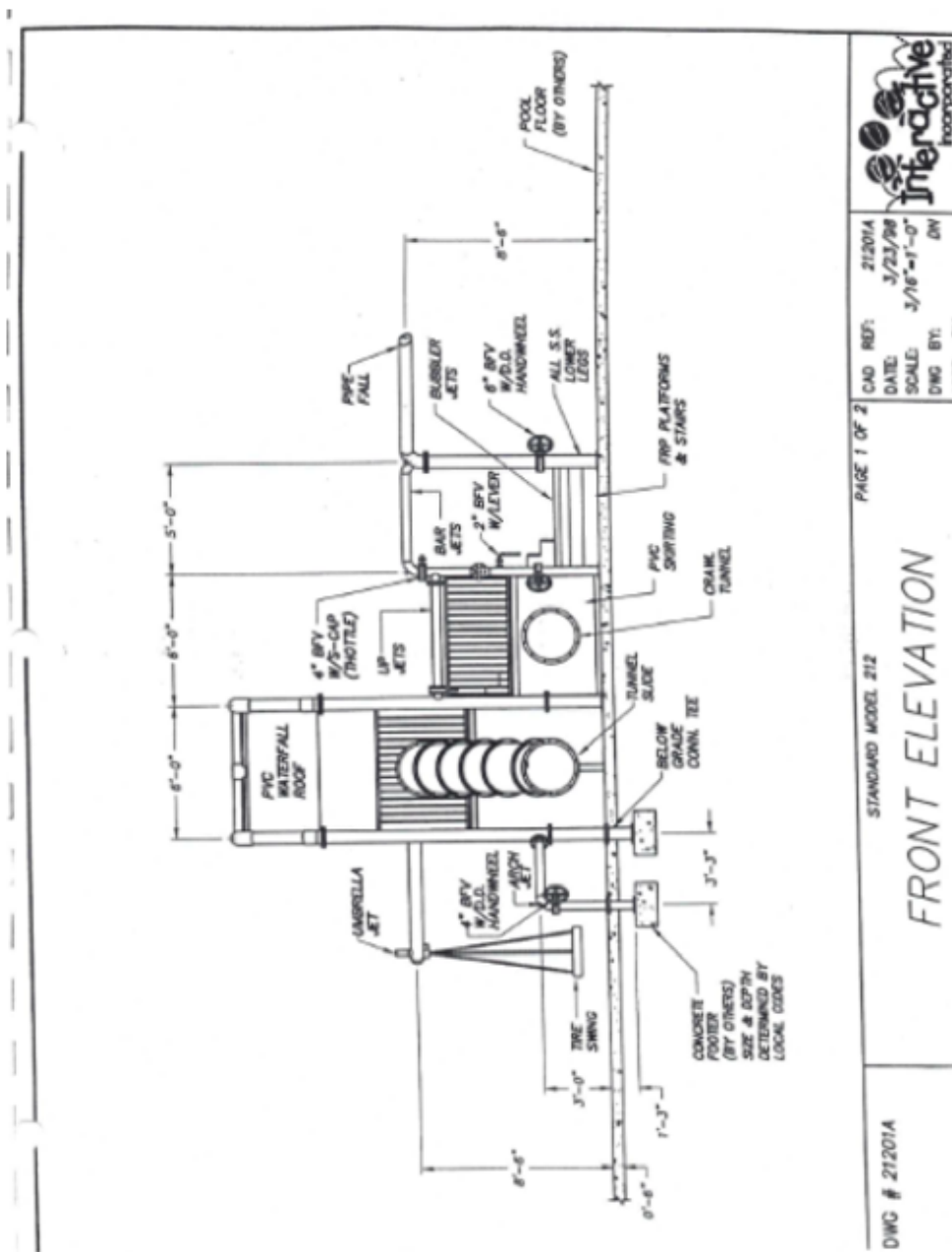


HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT – REQUEST FOR PROPOSALS
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CONSTRUCTION AGREEMENT – VORTEX USA, INC. AND CITY
HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE



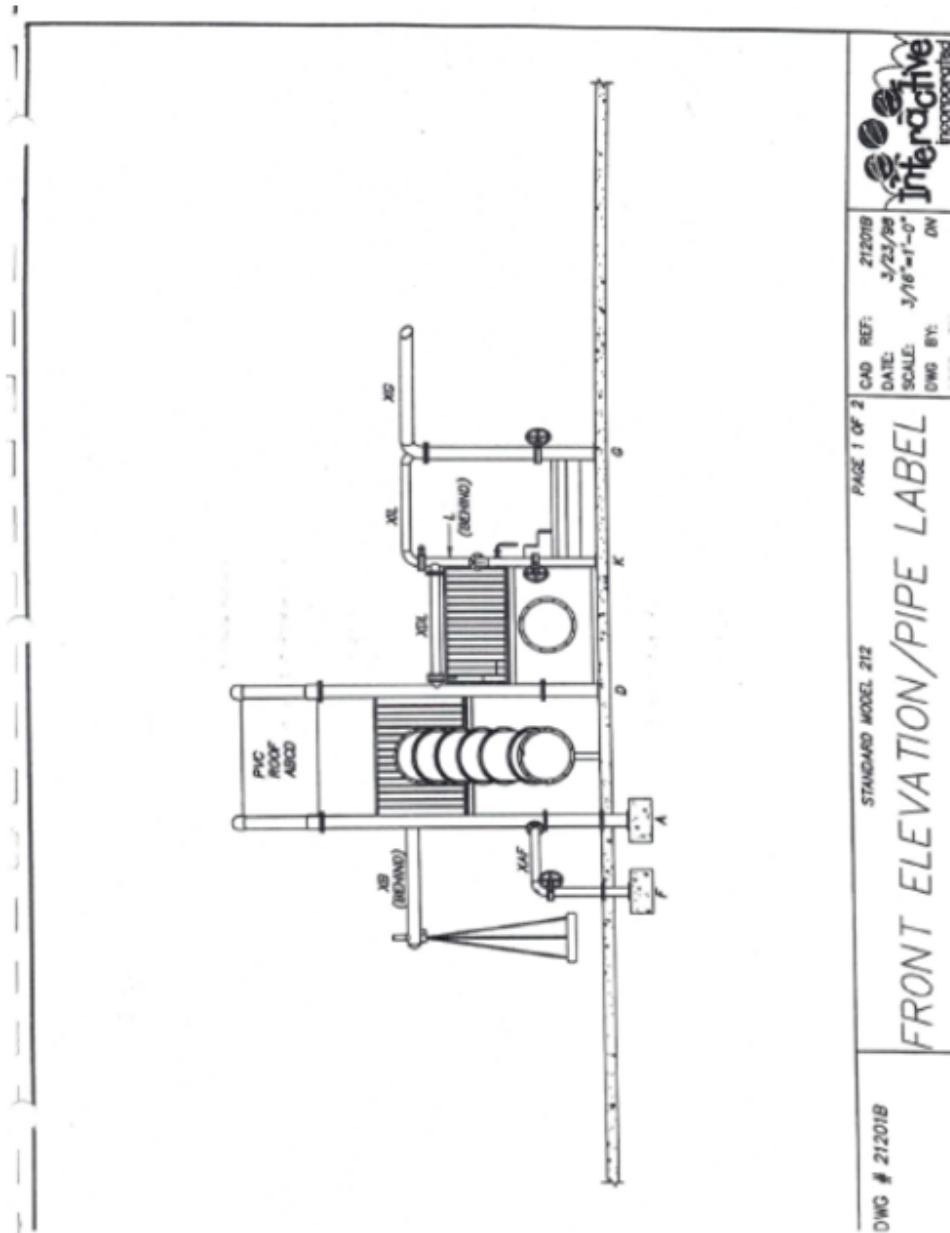


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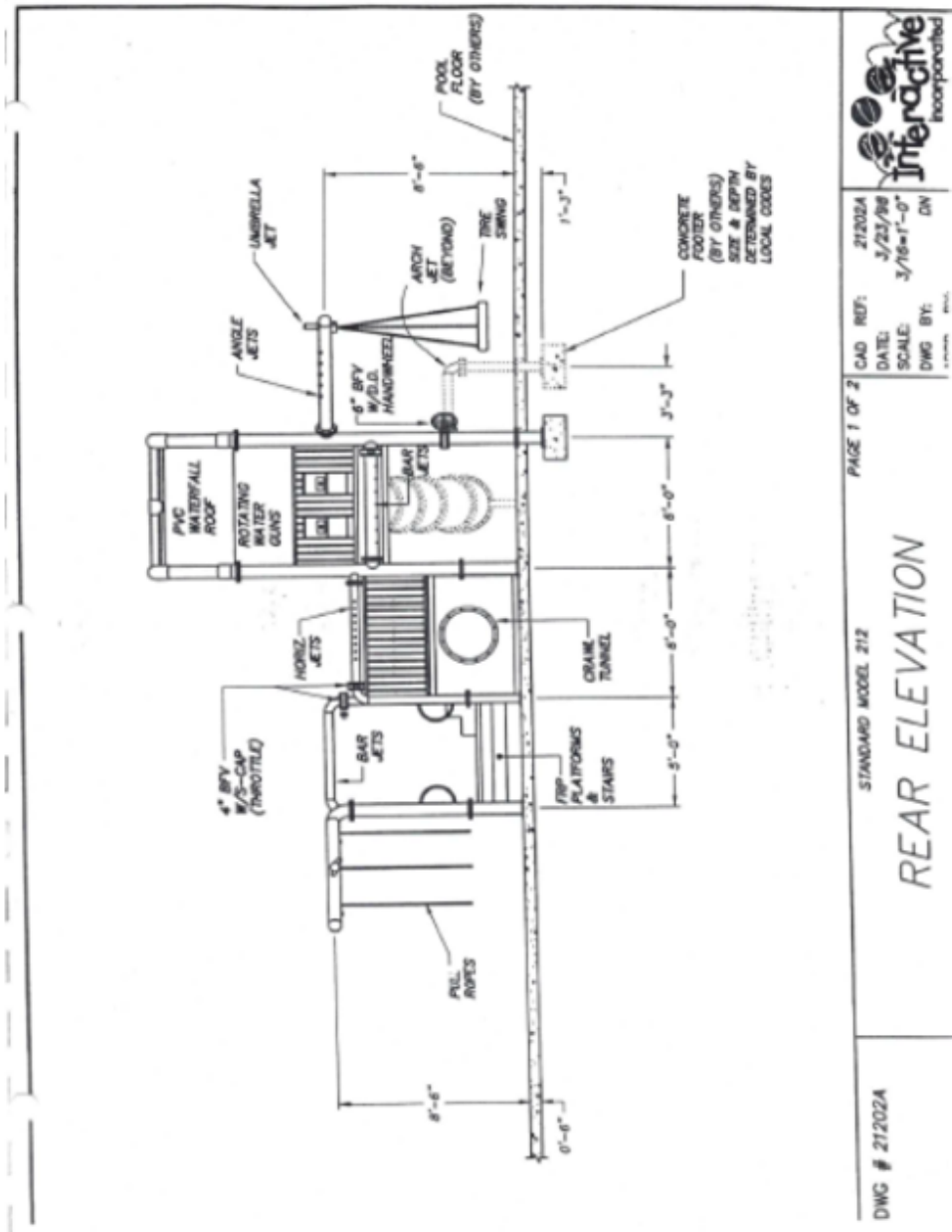
STANDARD MODEL 212

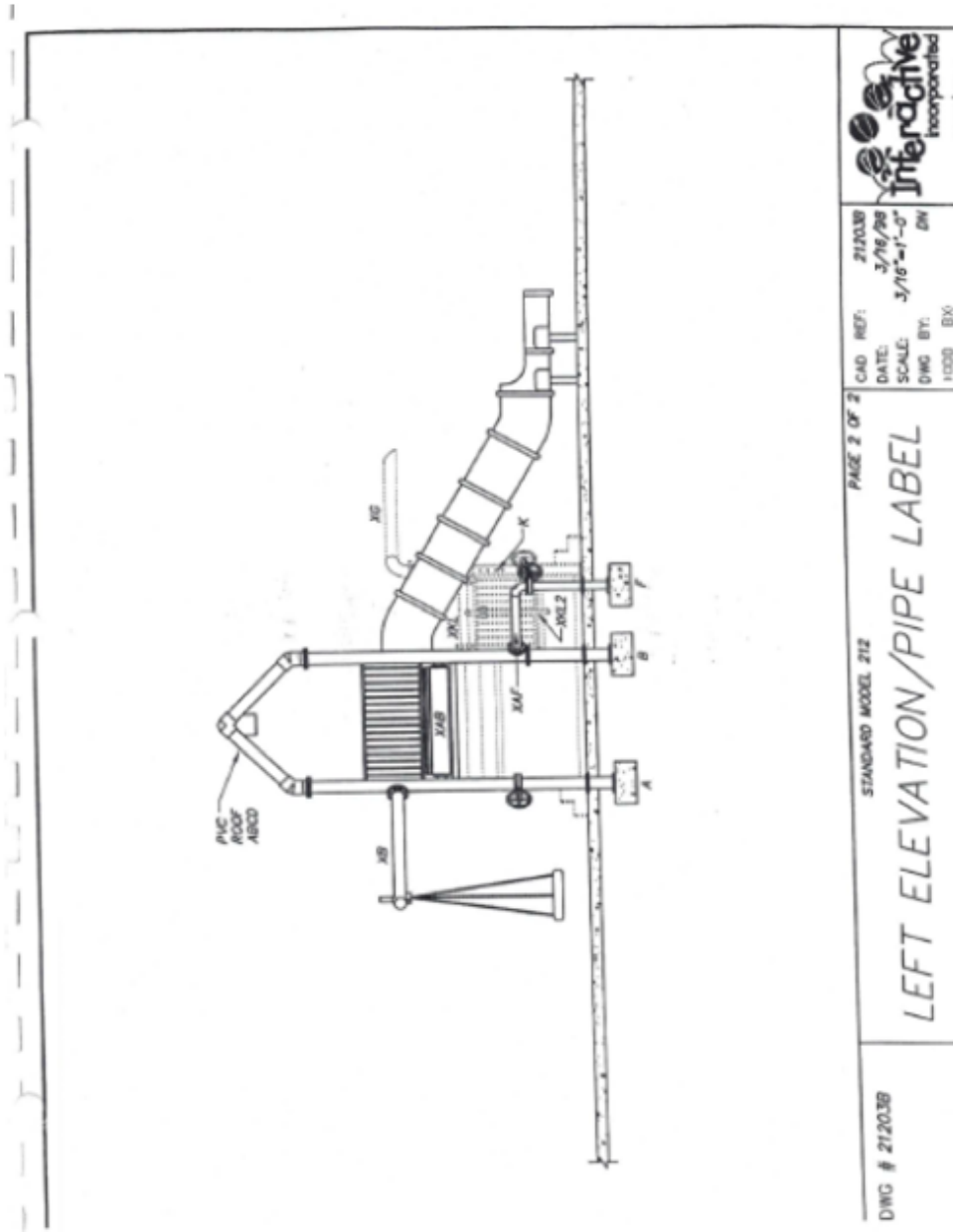
FRONT ELEVATION

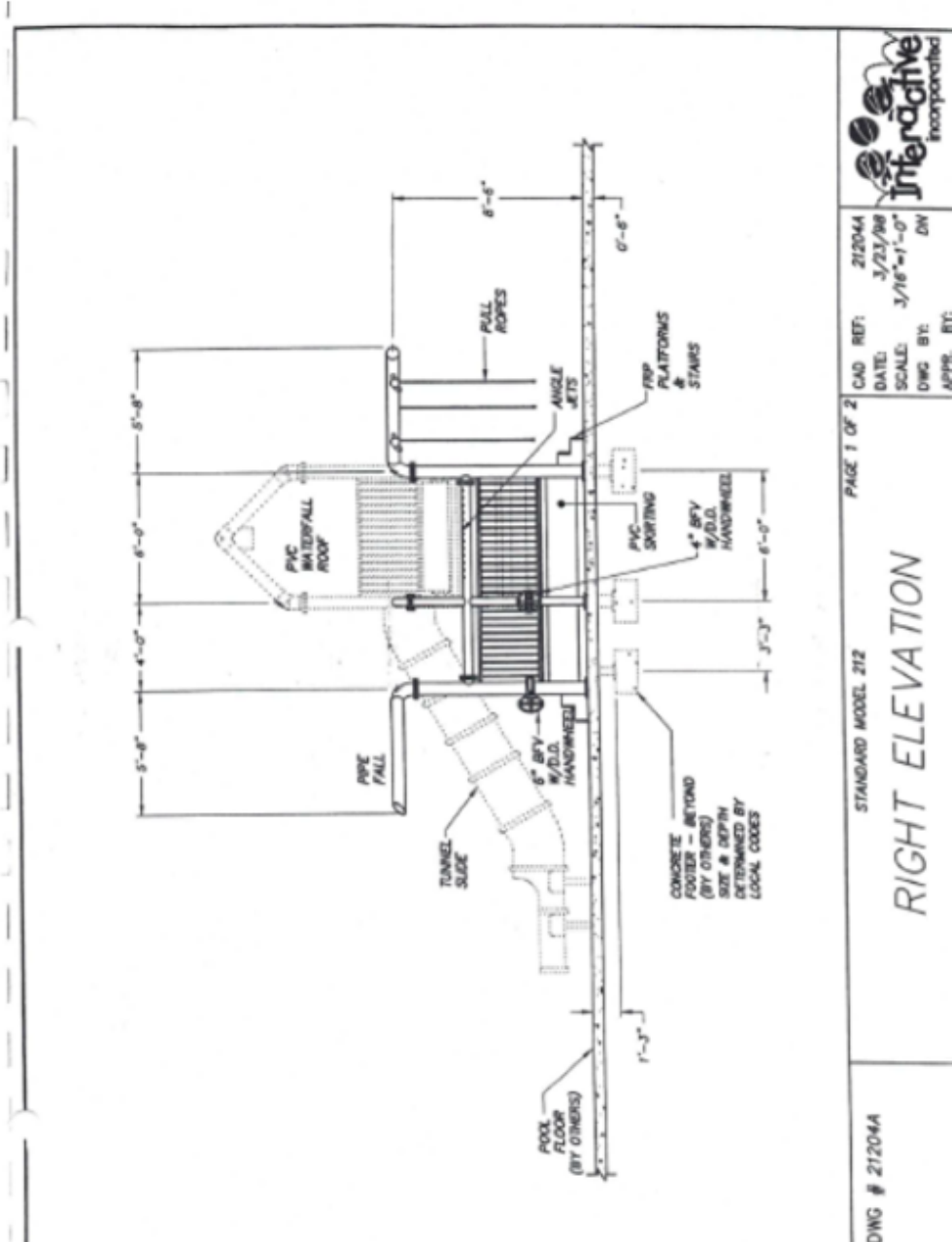
PAGE 1 OF 2	CAD REF: 21201A DATE: 3/23/98 SCALE: 3/16"=1'-0" DWG BY: DW		21201A 3/23/98 3/16"=1'-0" DW
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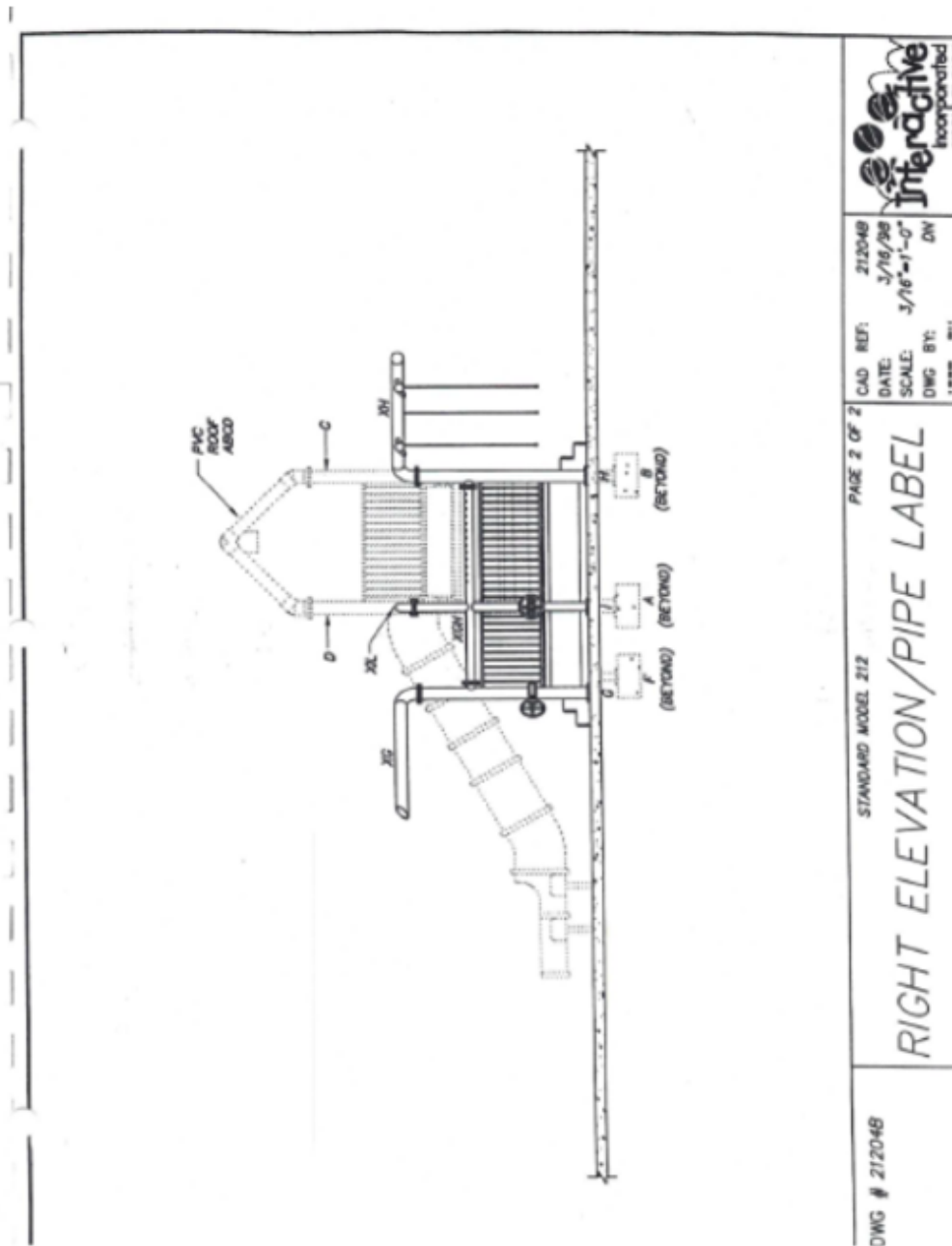


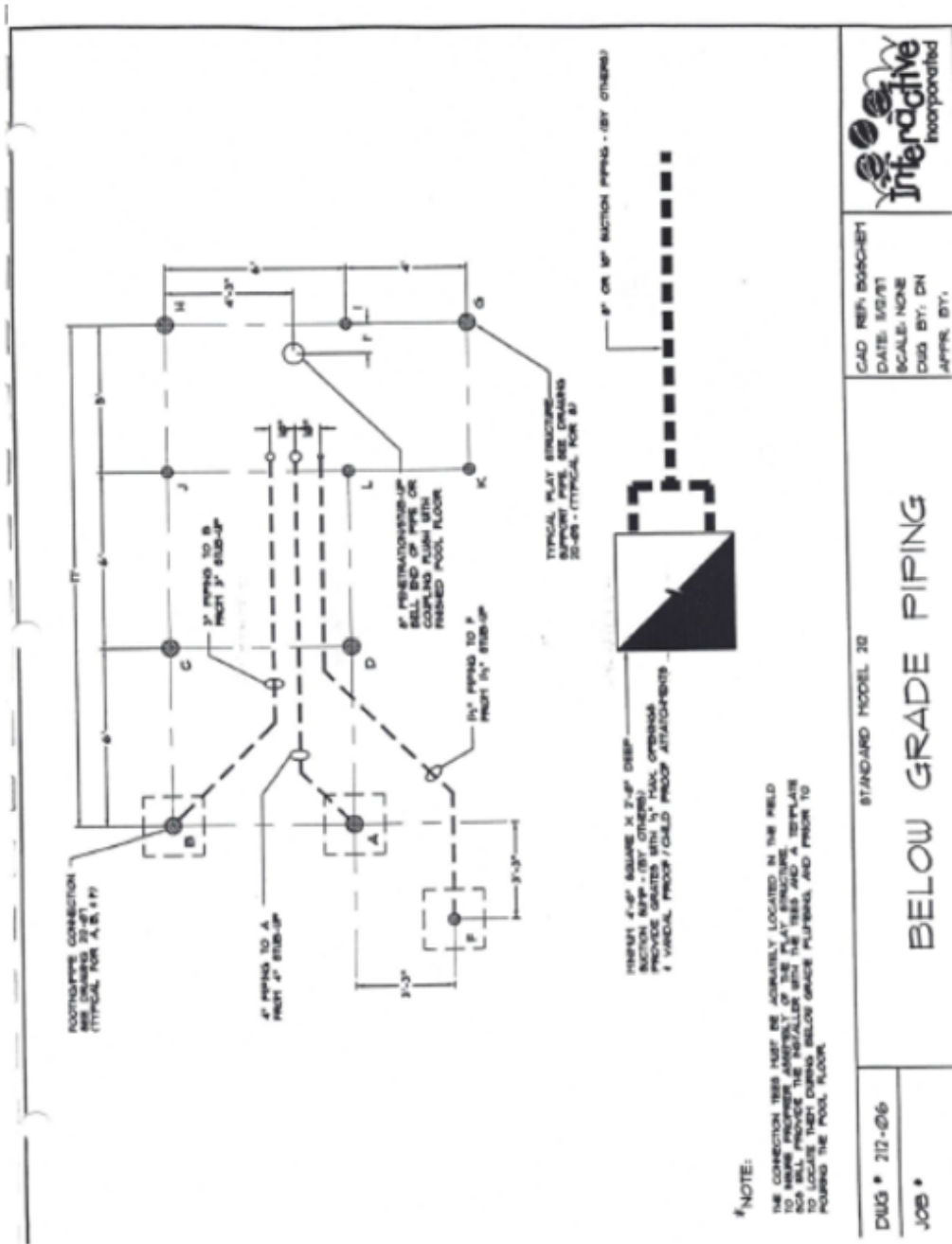
DWG # 212018 STANDARD MODEL 212 FRONT ELEVATION/PIPE LABEL	CAD REF: 212018 DATE: 3/23/98 SCALE: 3/16"=1'-0" DWG BY: JN	
	PAGE 1 OF 2	

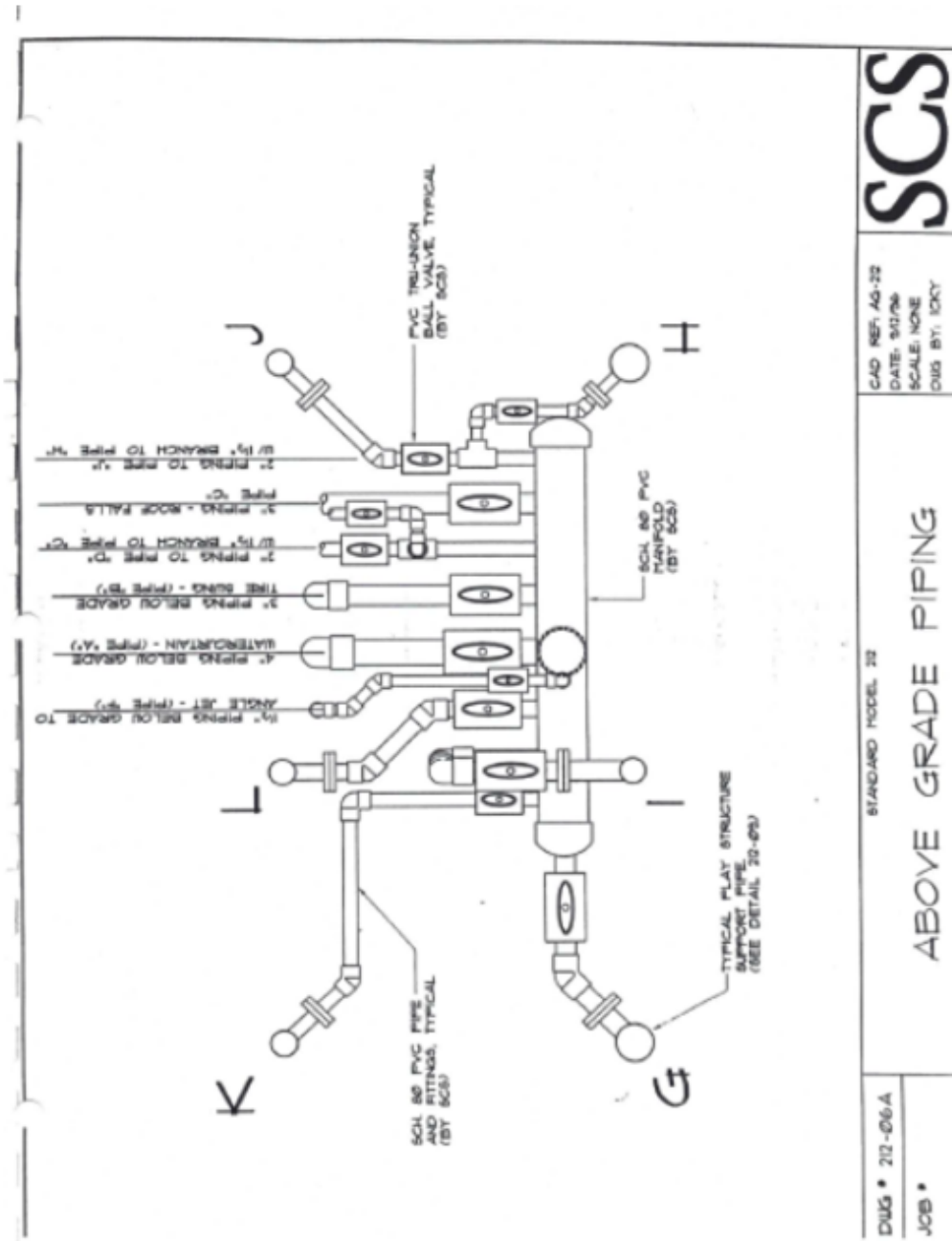


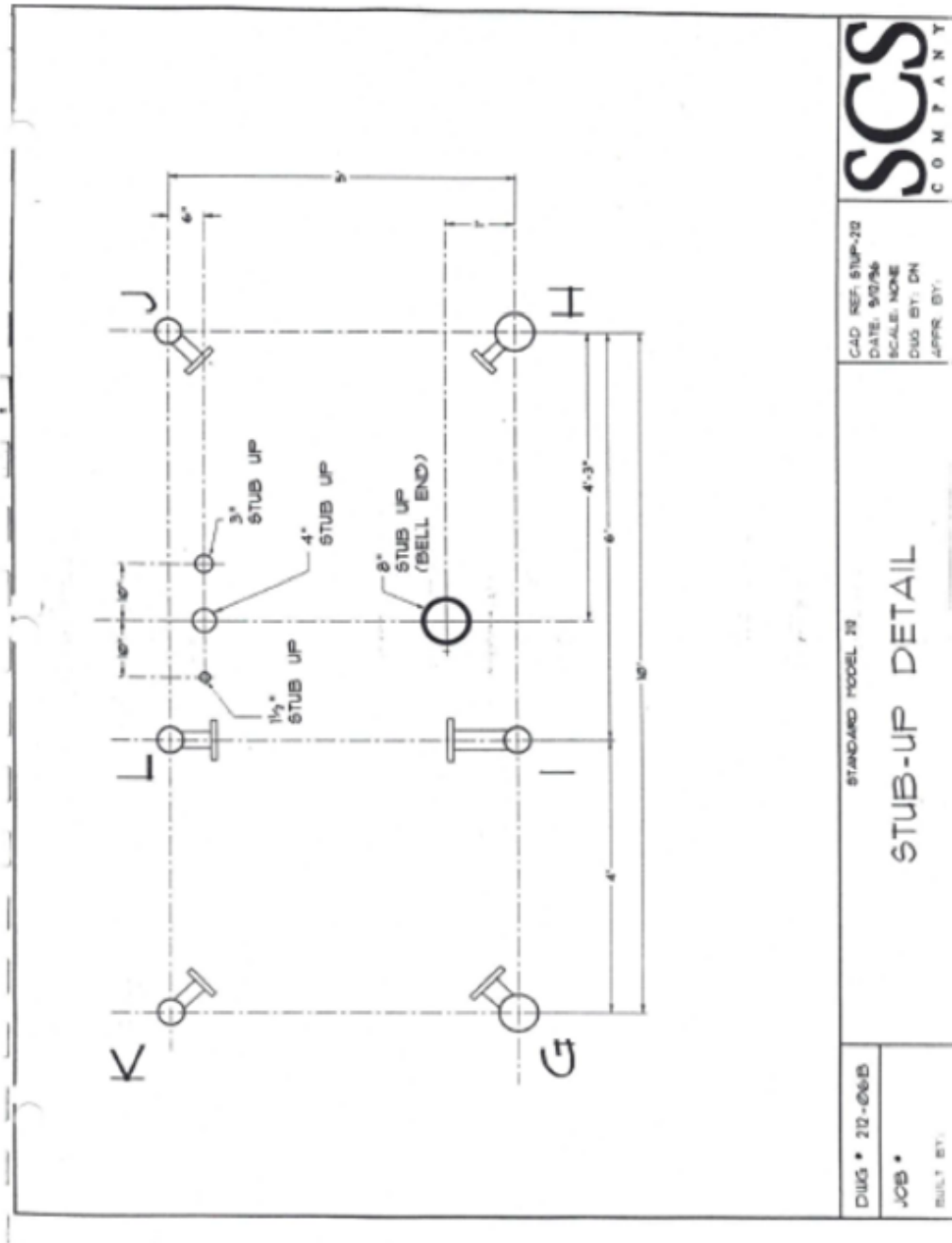












HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT - REQUEST FOR PROPOSALS
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EXHIBIT C

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

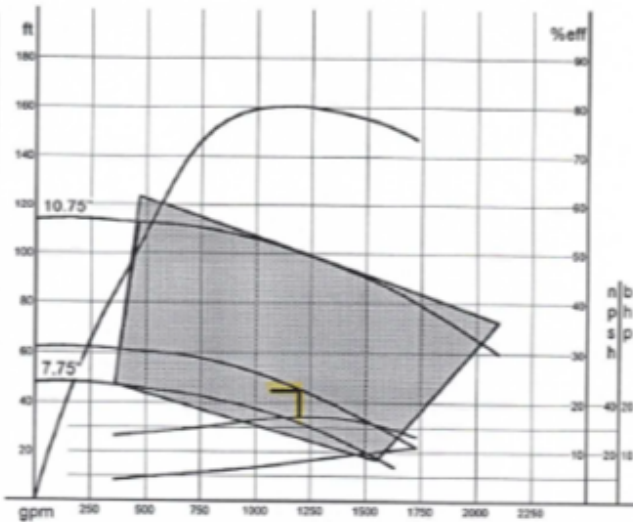
size: - in

Discharge size: - in

P7

ITEM	QUANTITY
ACAPULCO	
8911	
340A	

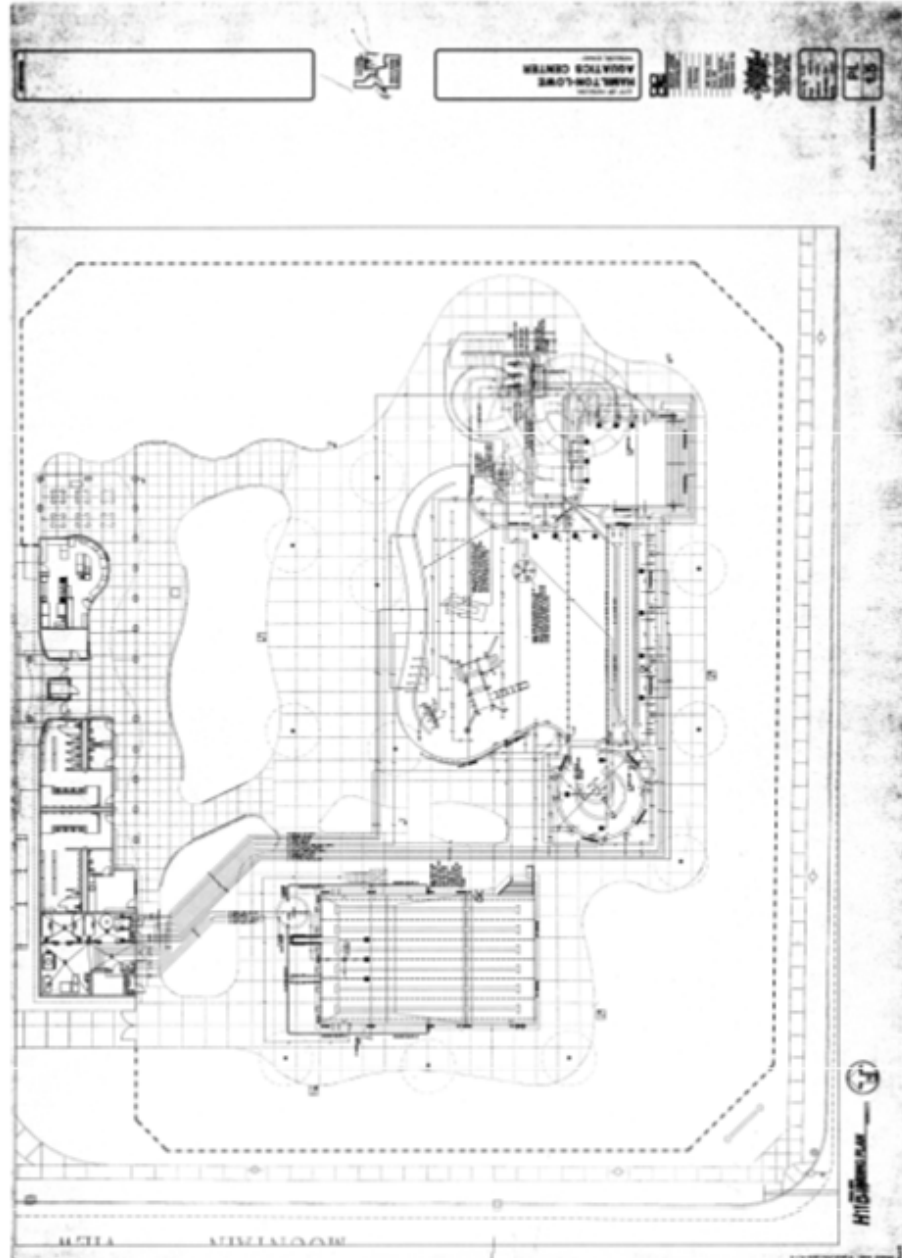
DESIGN POINT
Flow: 1200 gpm
Head: 45 ft
DATA POINT
Flow: 1200 gpm
Head: 45.6 ft
Eff: 80 %
Power: 17.3 bhp
NPSHr: 15.9 ft
DESIGN CURVE
Shutoff Head: 62.1 ft
Pressure: 26.9 psi _g
Min Flow: 360 gpm
BEP: 80 %eff @ 1160
Max: 17.3 bhp @ 1213
MAX DIAMETER
Max: 40.3 bhp @ 2012



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
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EXHIBIT E



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



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
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
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Email: info@vortex-intl.com Website: vortex-intl.com

QUOTE



X

Name
Title

Vortex Aquatic Structures International, Corporate Headquarters
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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

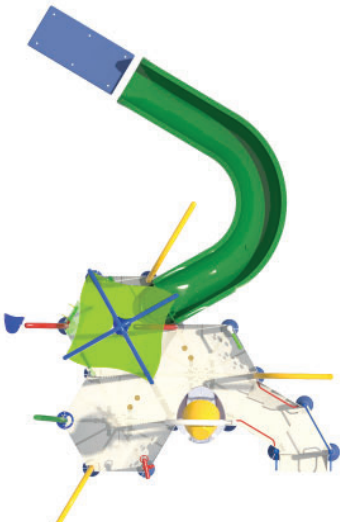
Location: ID, USA

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.

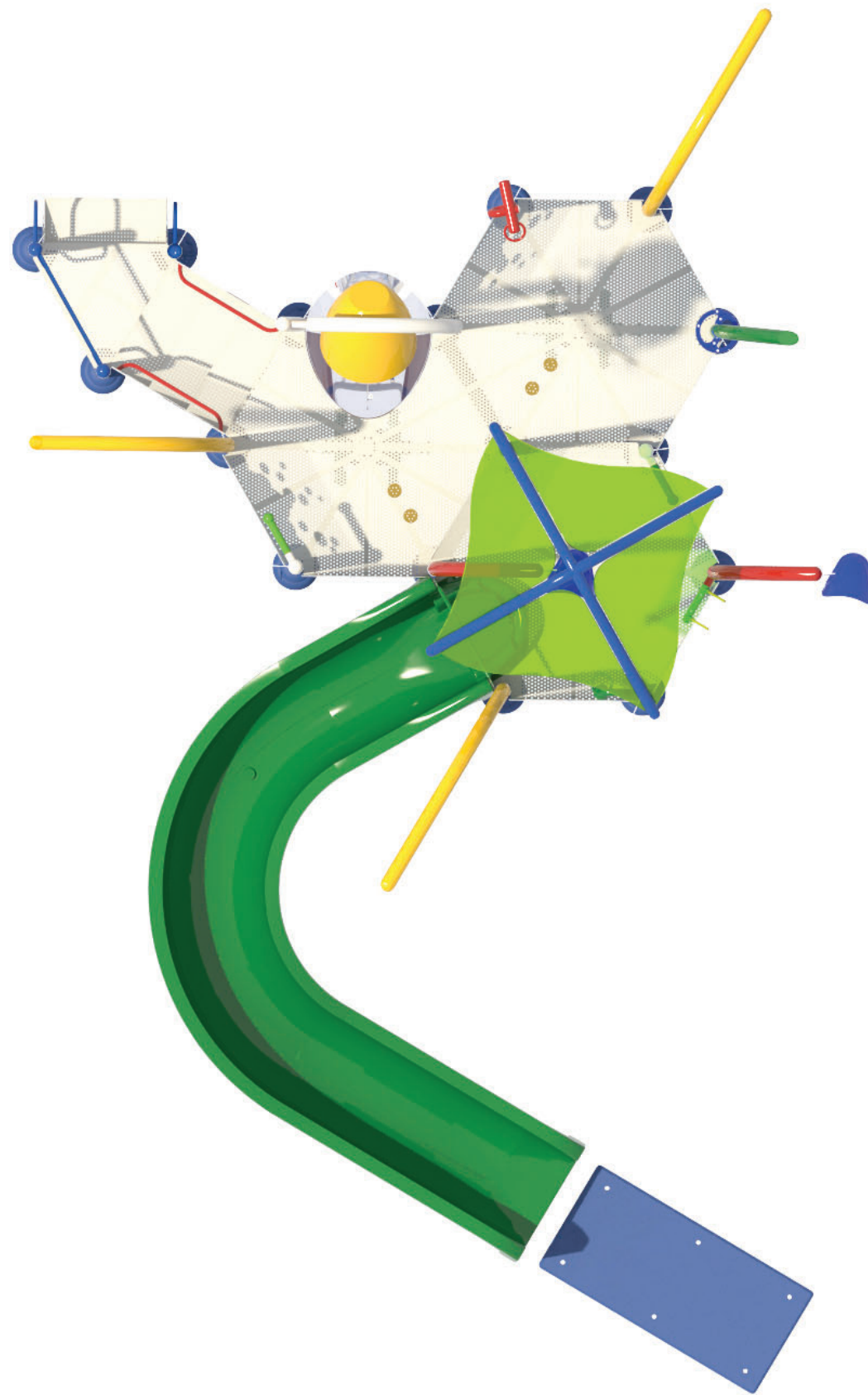


All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

Shown in Color Palette VIBRANT 3.

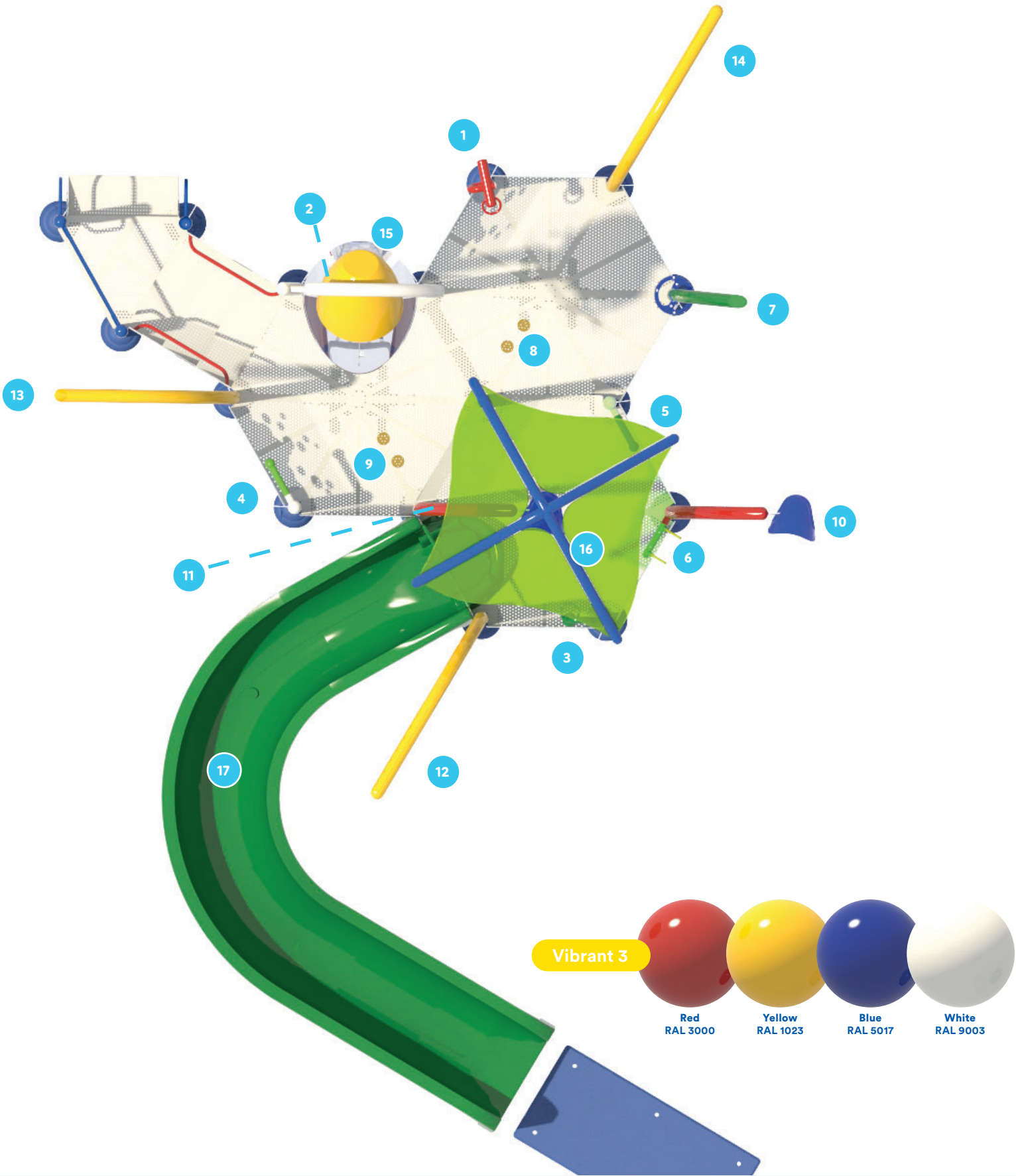
Shown with Barrier Graphic CARTOON A&B.

Waterslide finish shown in Classic.

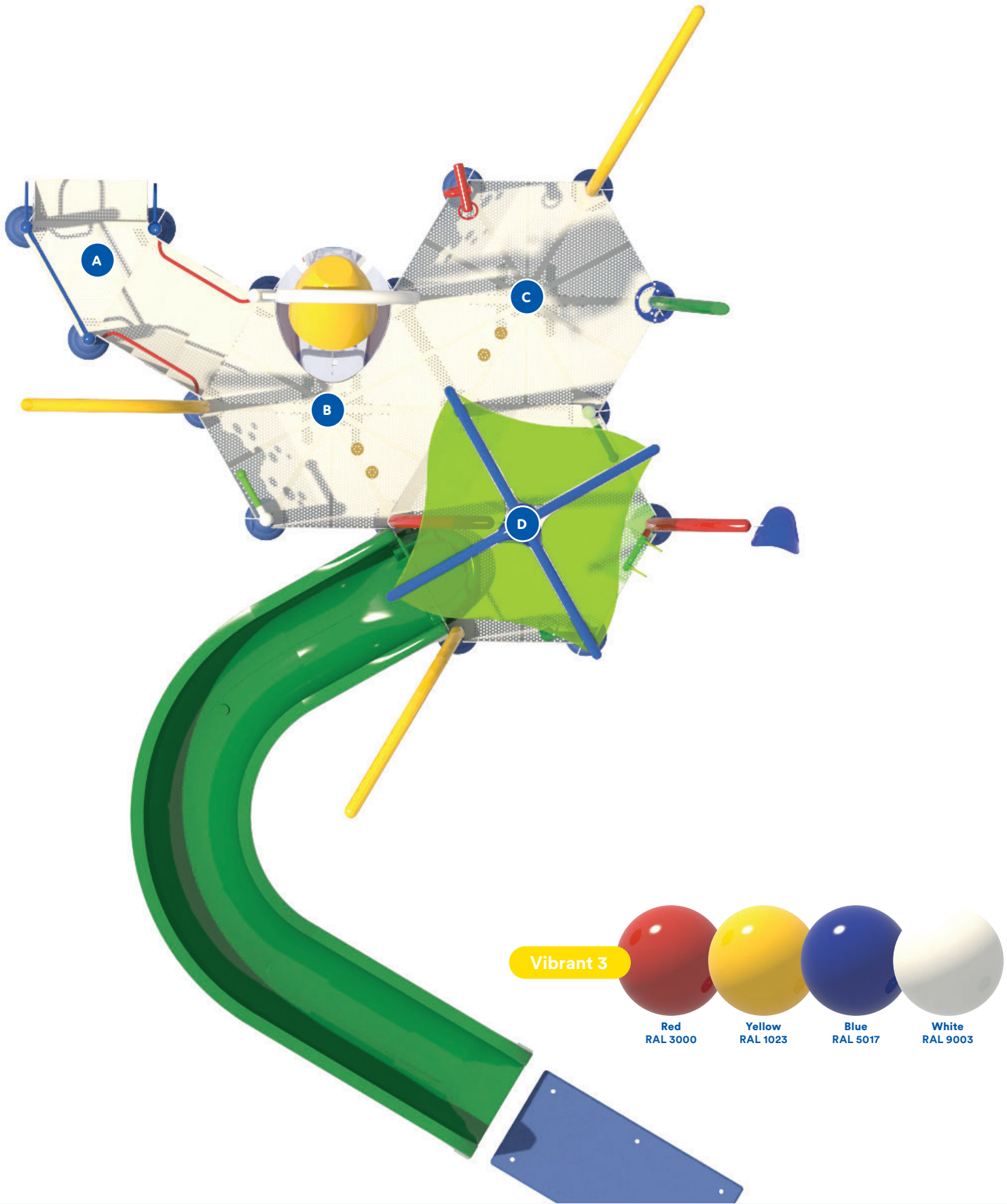


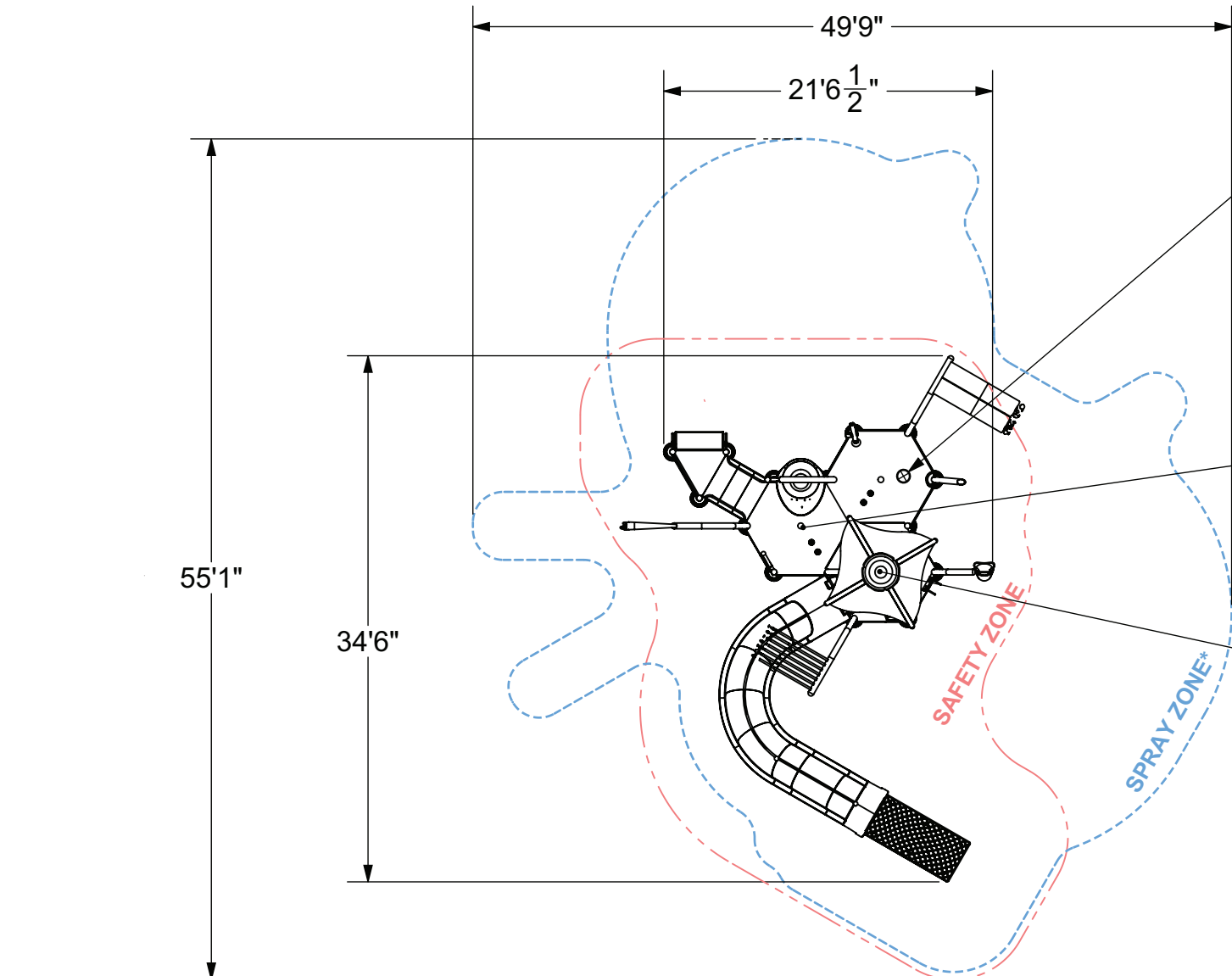
- 4 Decks on an iconic custom Elevations™
- 16 Interactive water features with a variety of play experiences
- 1 Waterslide providing a true waterpark experience!
- 1 Iconic Twinsplash dumping feature
- ✓ Unique layout design
- ✓ Elegant transparent colorful barriers with graphics
- ✓ A diversity of 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		





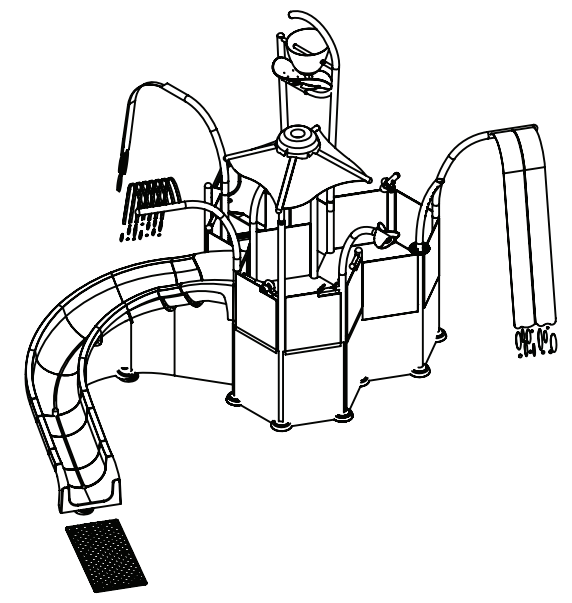
Existing Stub up water feed pipe

Vortex manifold connected to Stub up water feed (PVC piping).
Surface mount
215 GPM @ 15 psi at connection

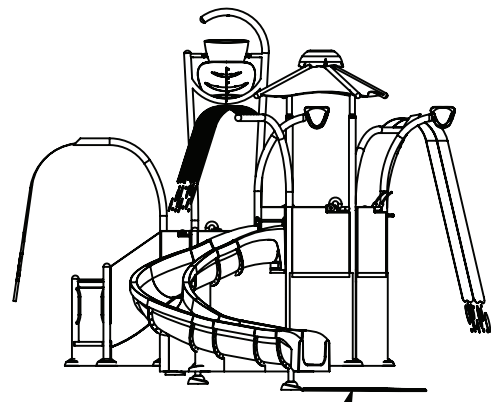
Vortex manifold connected to Stub up water feed (PVC piping).
Surface mount
185 GPM @ 15 psi at connection

ELEVATIONS LEGEND

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

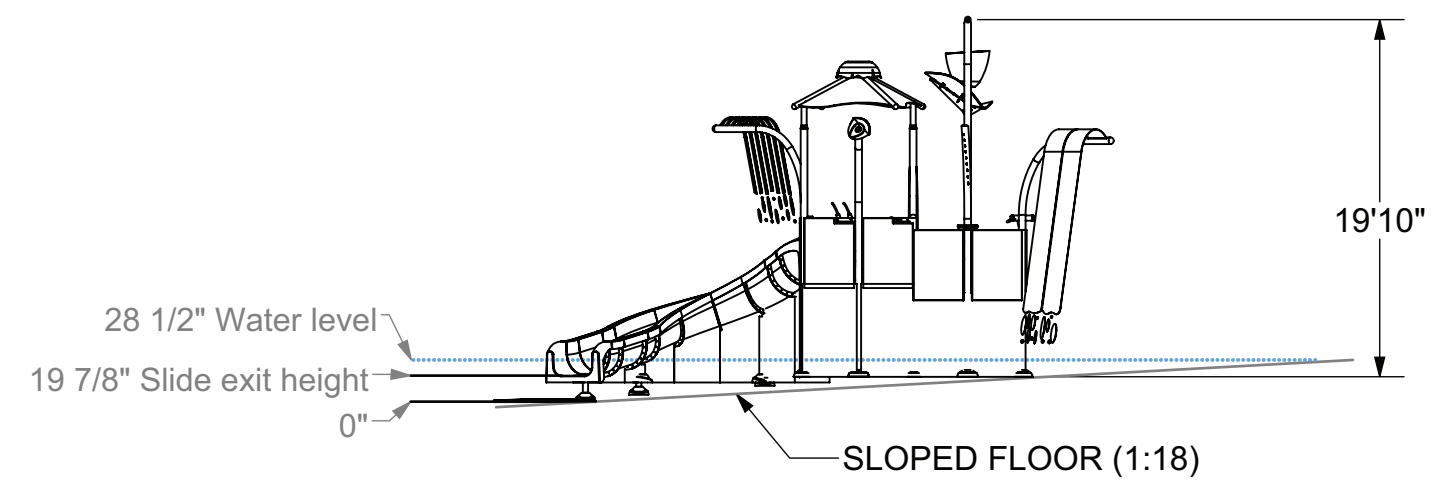


*Spray free area (buffer zone) should be considered around product sprayzone.



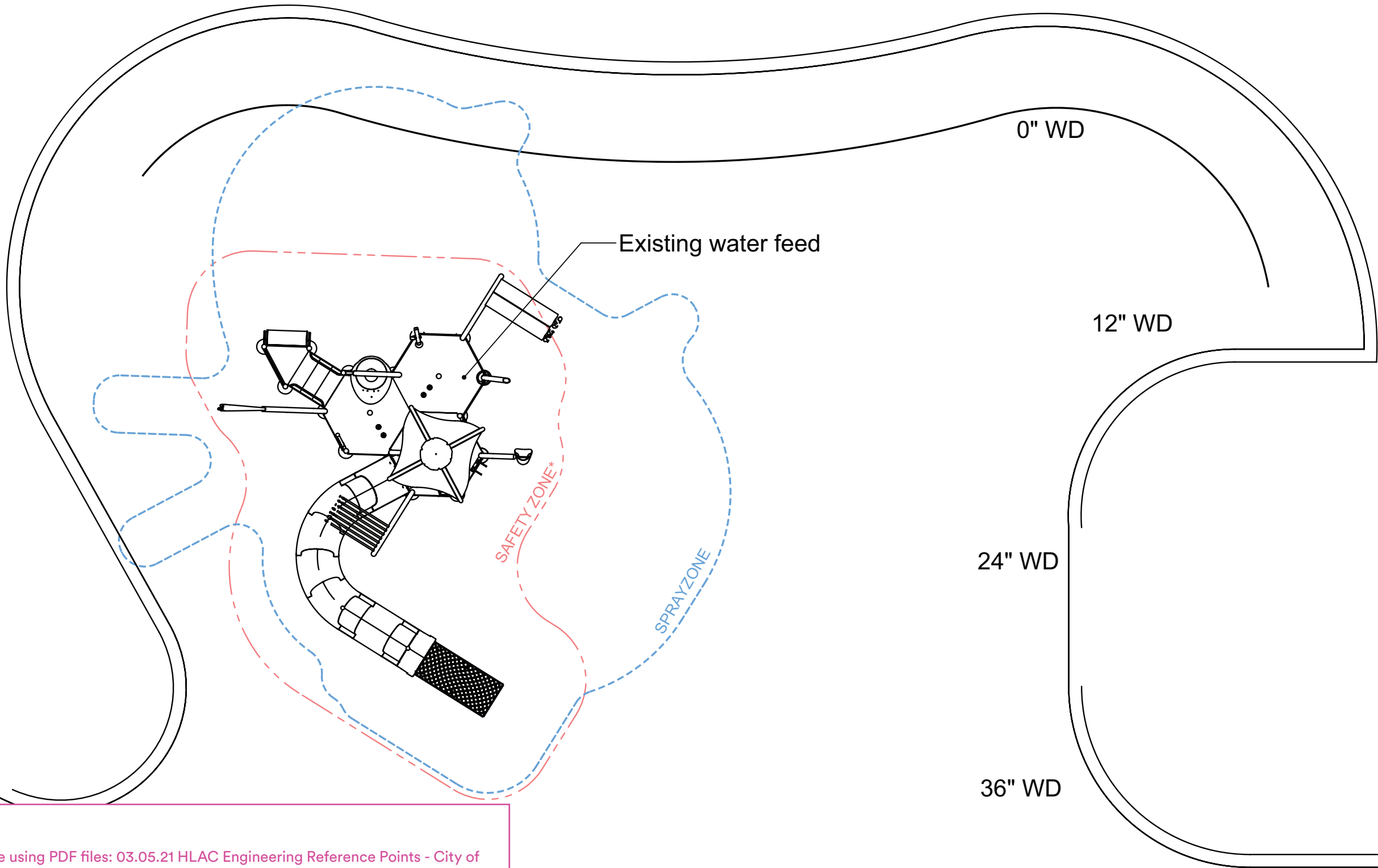
Structure posts will be adjusted to pool slope
Minimum User Height for waterslide(s): 42" (3' 6")

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.

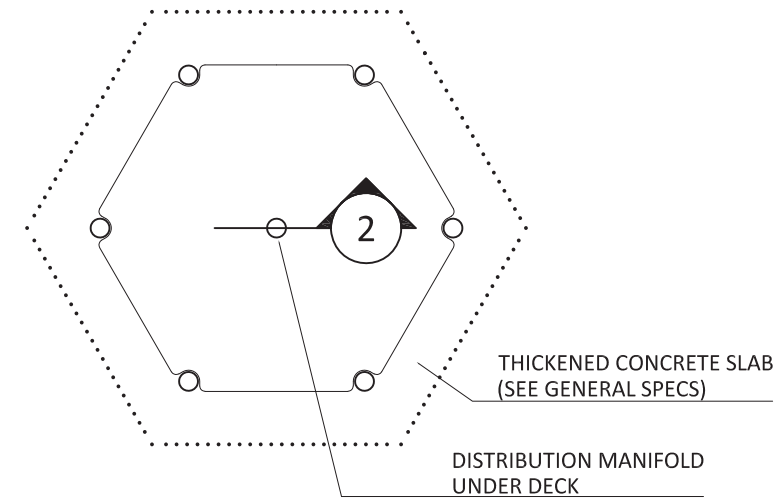
Other info:

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

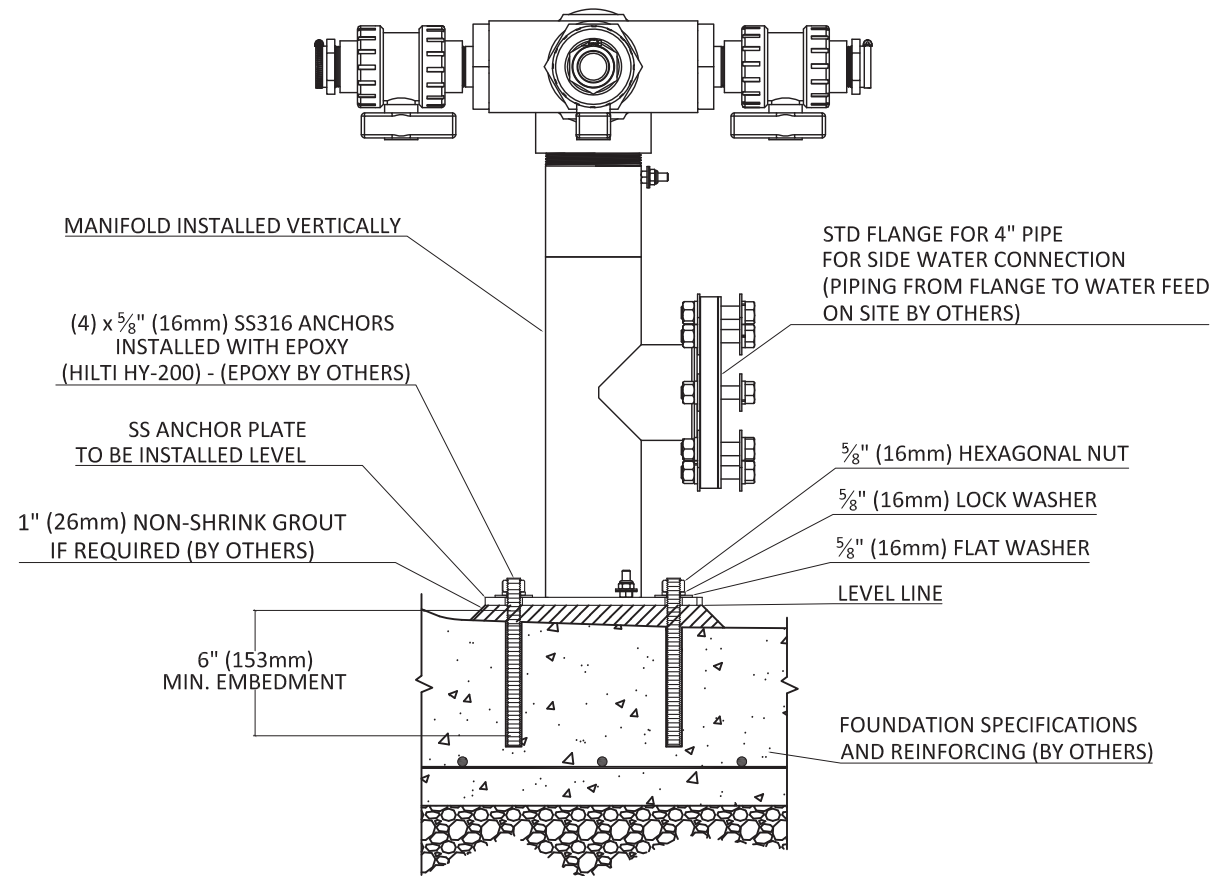
* Recommended Safety Zone for circulation around the structure. Aquatic play structure in pool can have smaller clearance with pool wall according to your local pool code. Verify with your local authority having jurisdiction.

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
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+1.514.694.3868 (International)

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COMMITTEE STAFF REPORT

DATE: Monday, April 19, 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 - 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

Accept 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

ACTION: Accept 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.

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



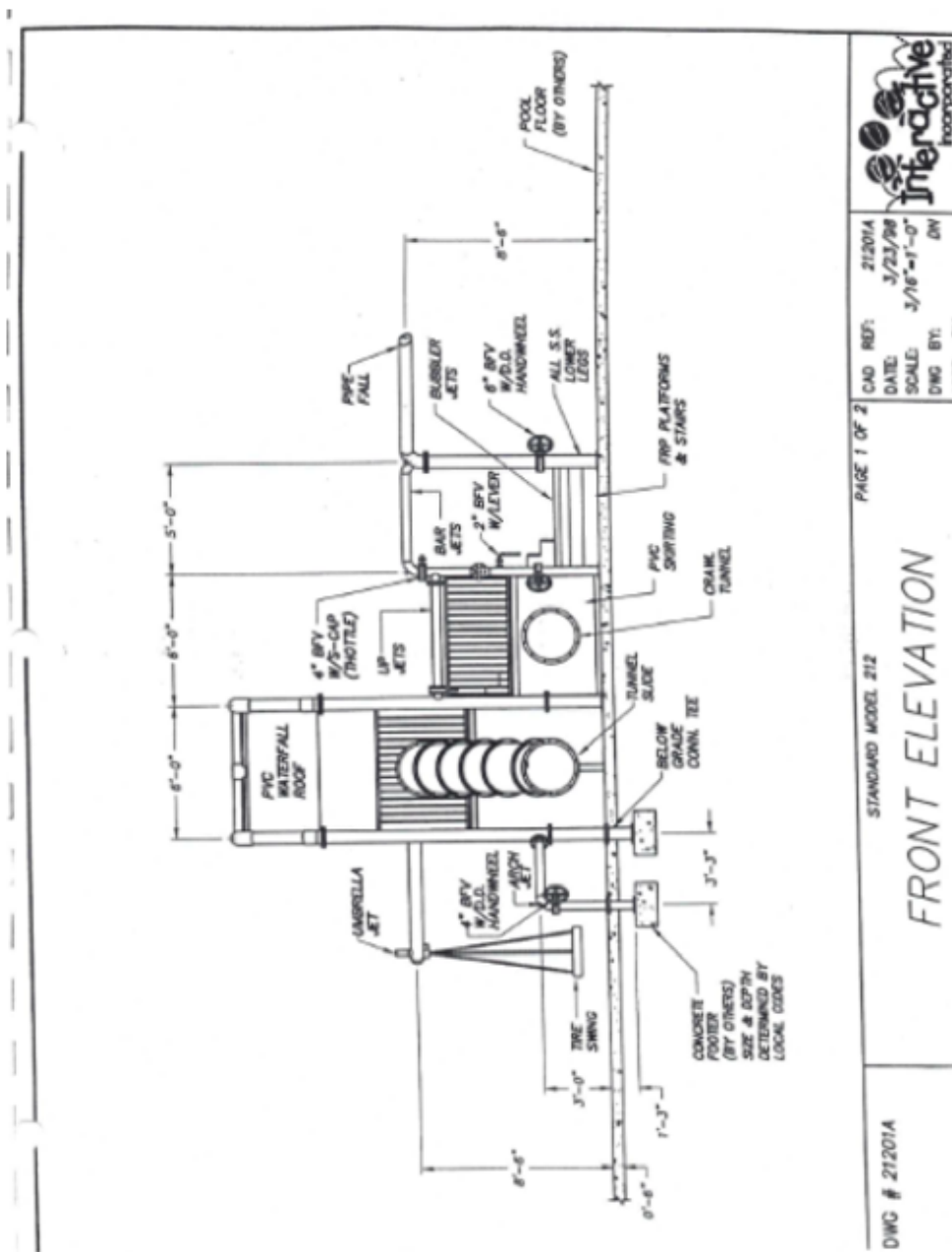
HAMILTON-LOWE AQUATIC CENTER - AQUATIC PLAY STRUCTURE REPLACEMENT PROJECT – REQUEST FOR PROPOSALS
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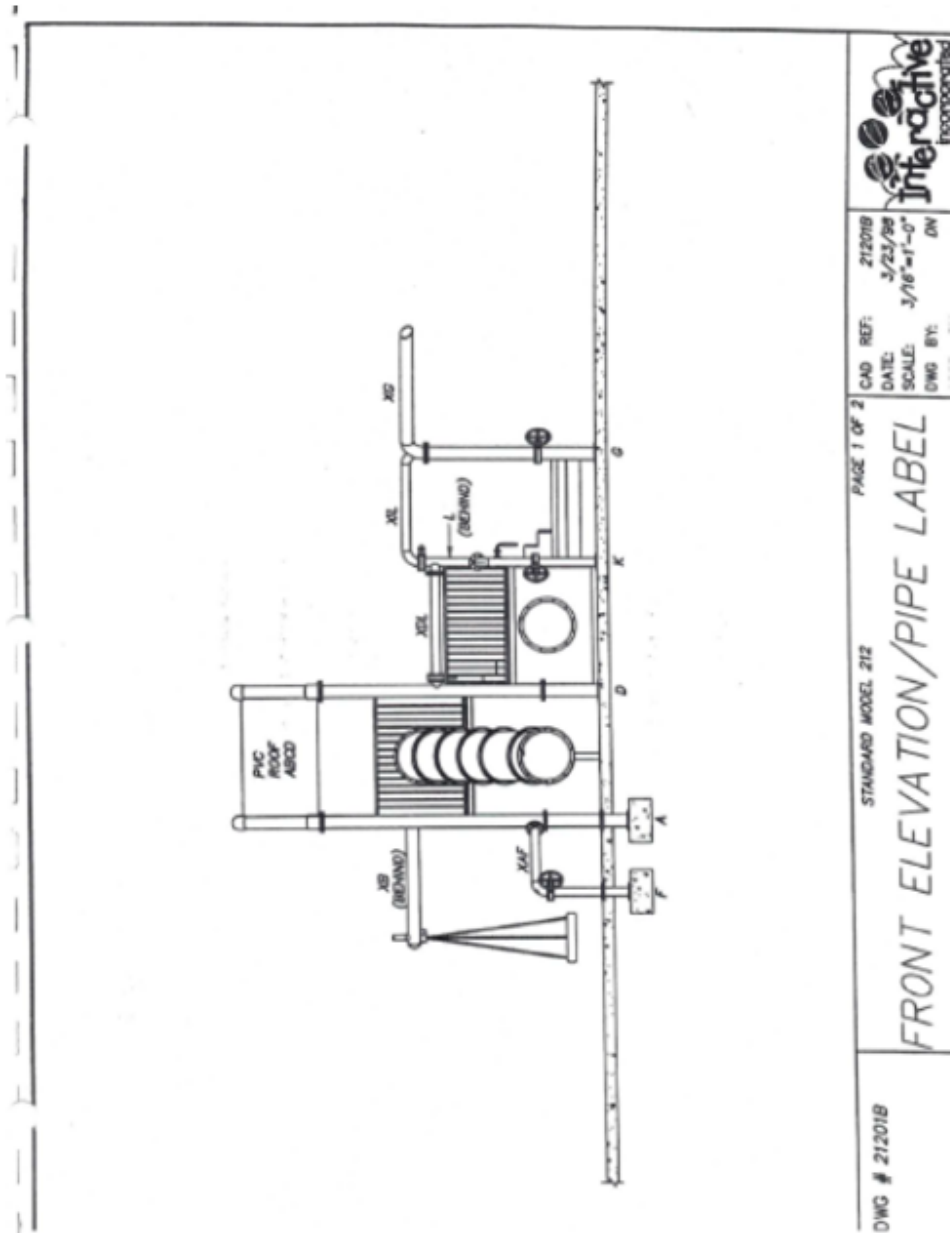


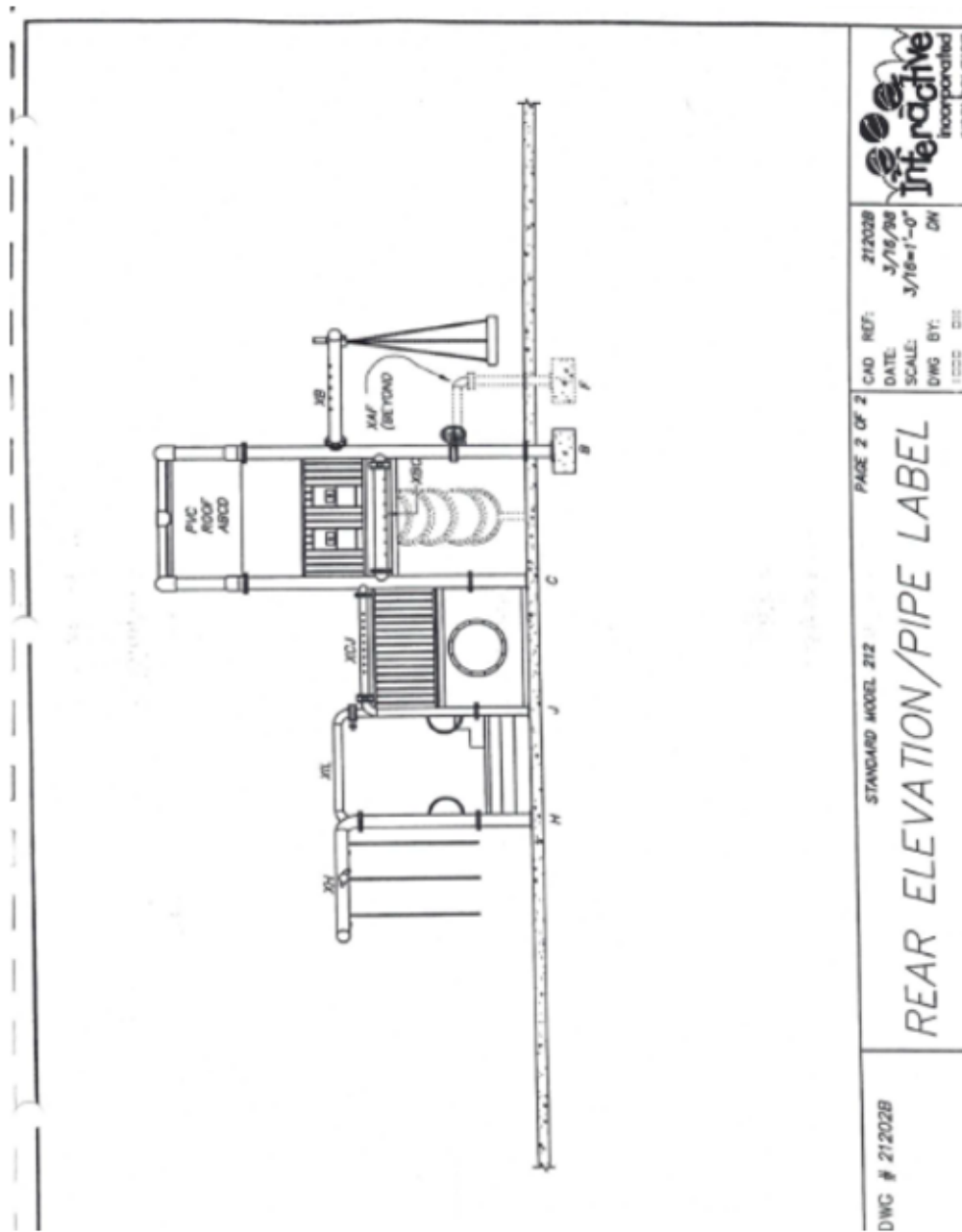


CONSTRUCTION AGREEMENT – WMS AQUATICS, INC. AND CITY
HAMILTON-LOWE AQUATIC CENTER PLAY STRUCTURE INSTALLATION







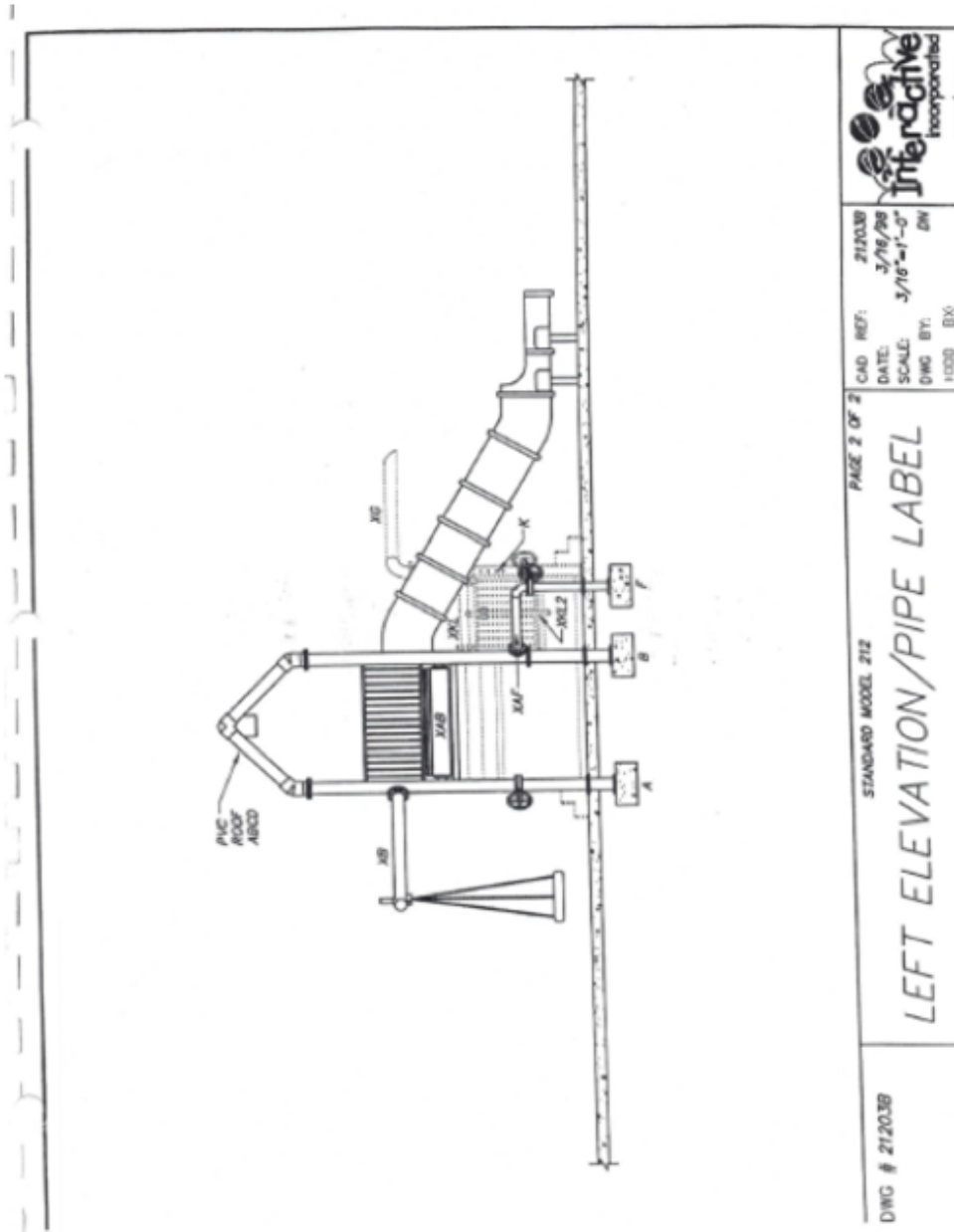


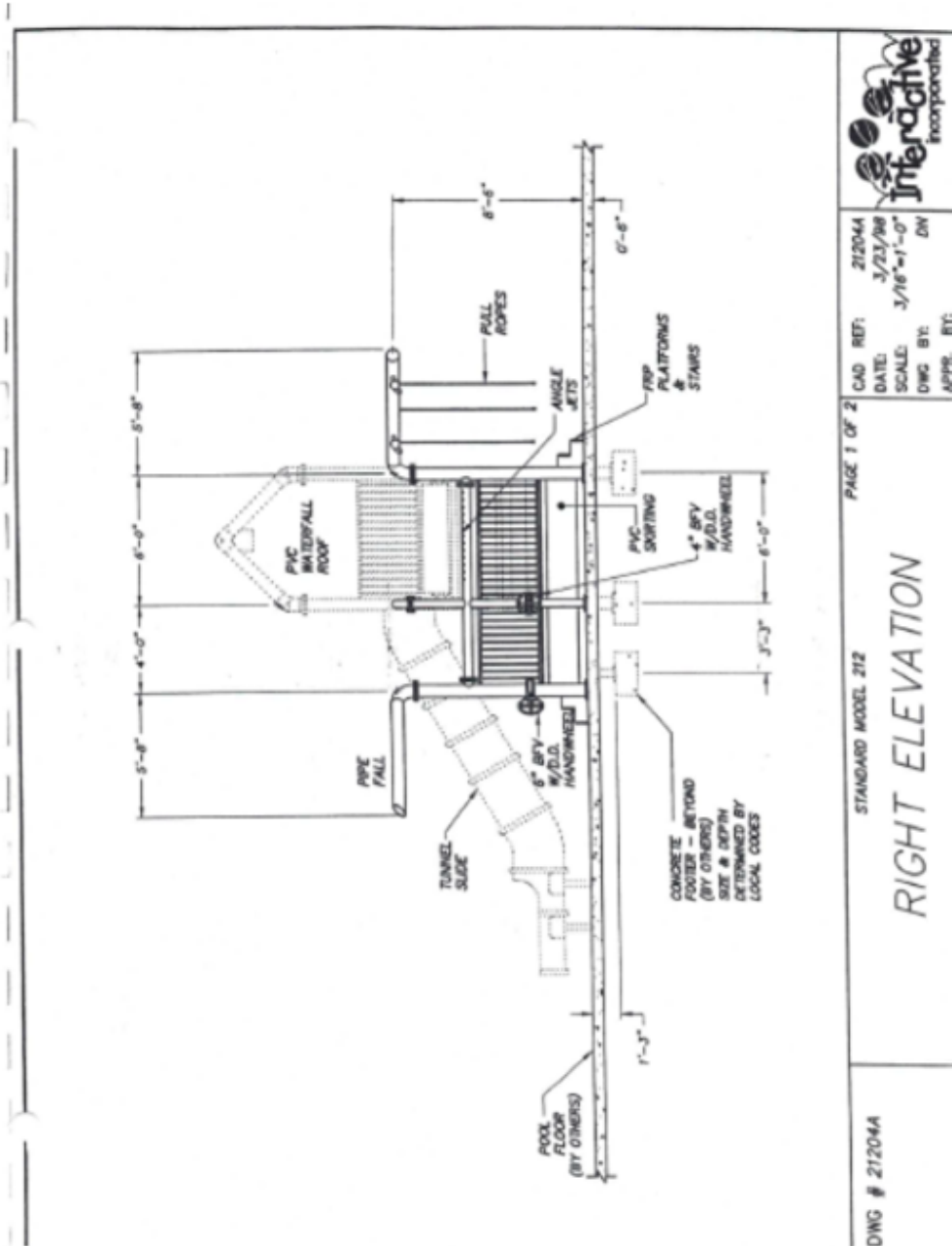
21202B
DATE: 3/18/98
SCALE: 3/16"=1'-0"
DWG BY: DN
ECCB

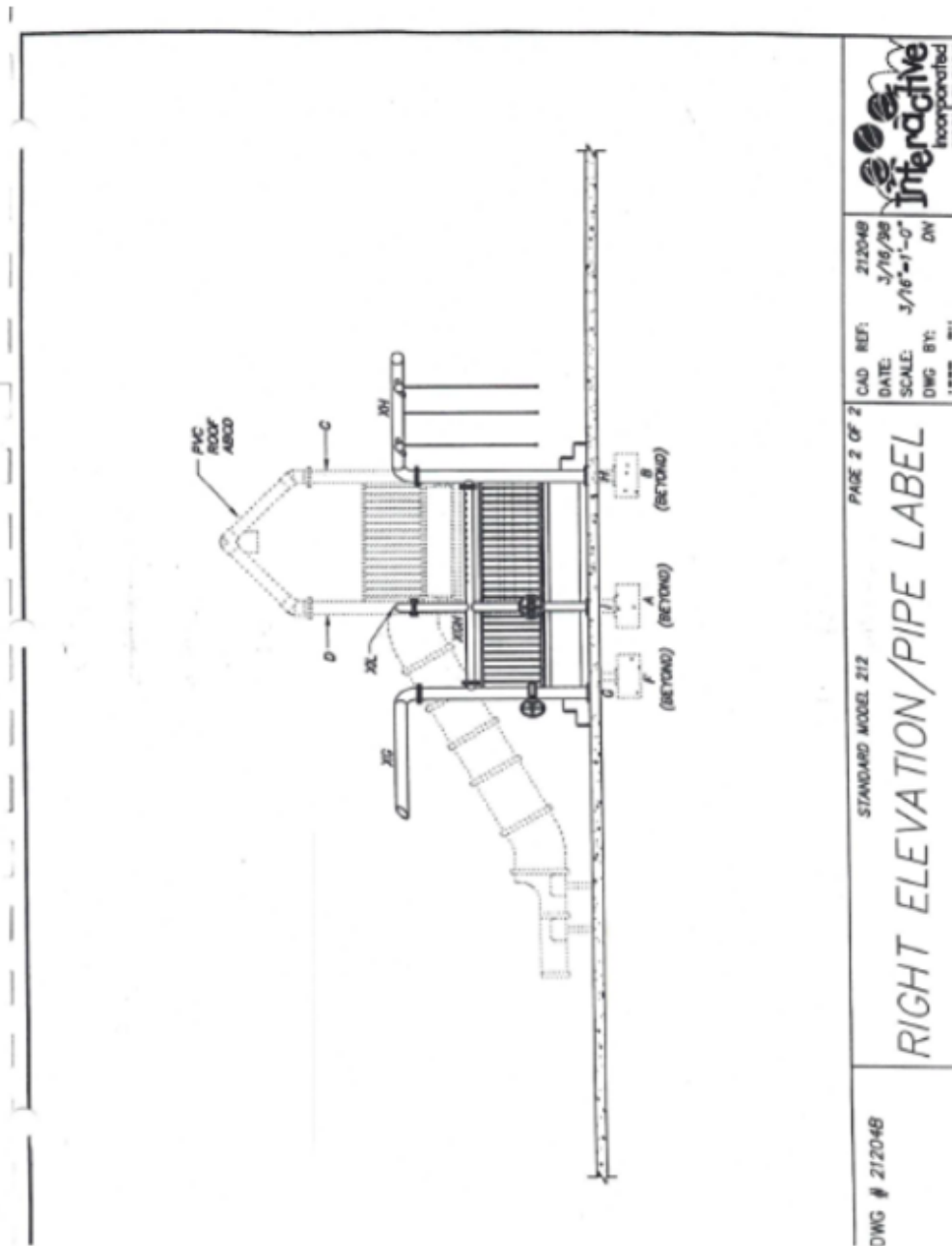
PAGE 2 OF 2

REAR ELEVATION/PIPE LABEL

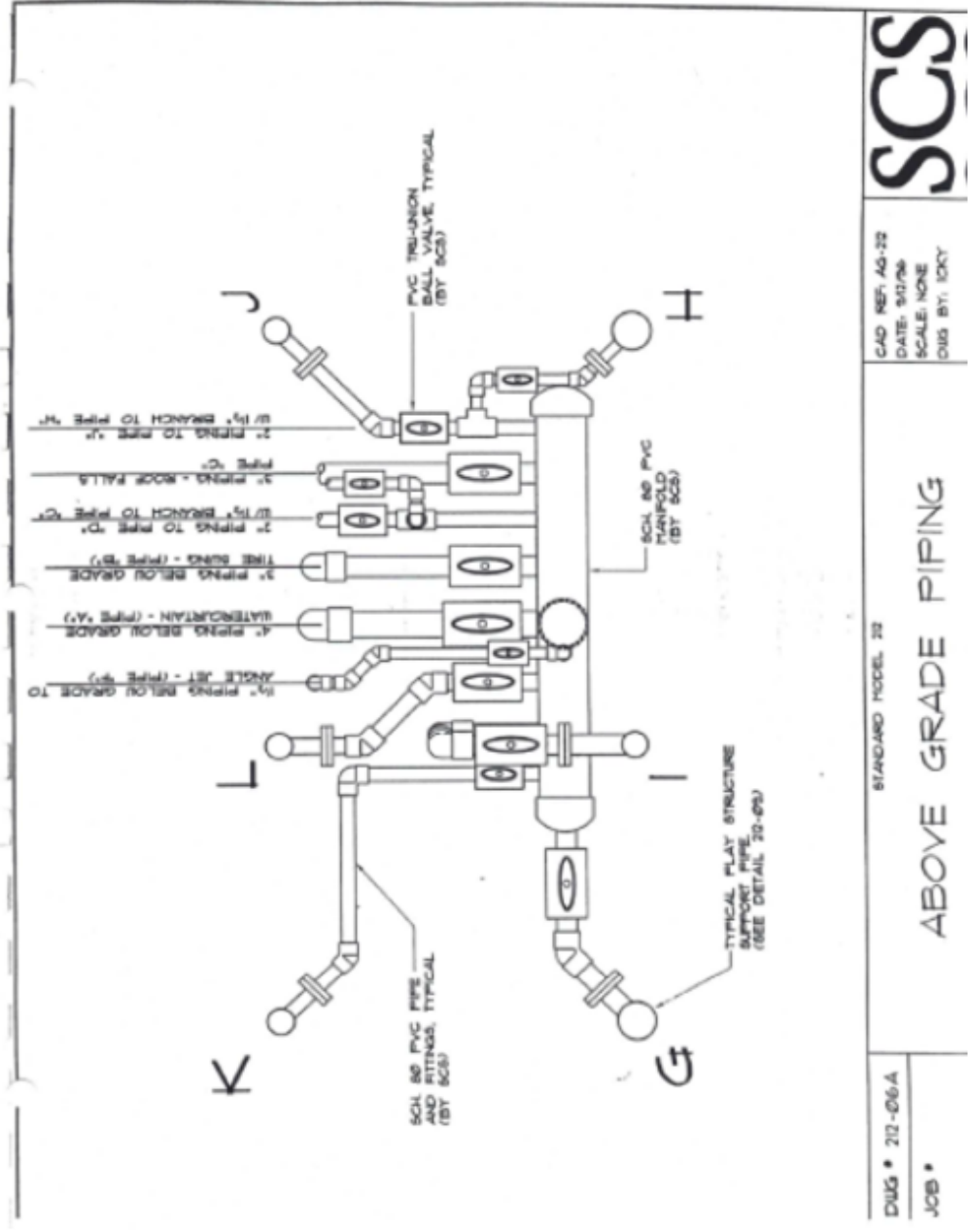
DWG # 21202B











SCS

CAD REF: A6-22
DATE: 8/1/06
SCALE: NONE
DUG BY: JCKY

ABOVE GRADE PIPING

DWG # 212-06A
JOB #

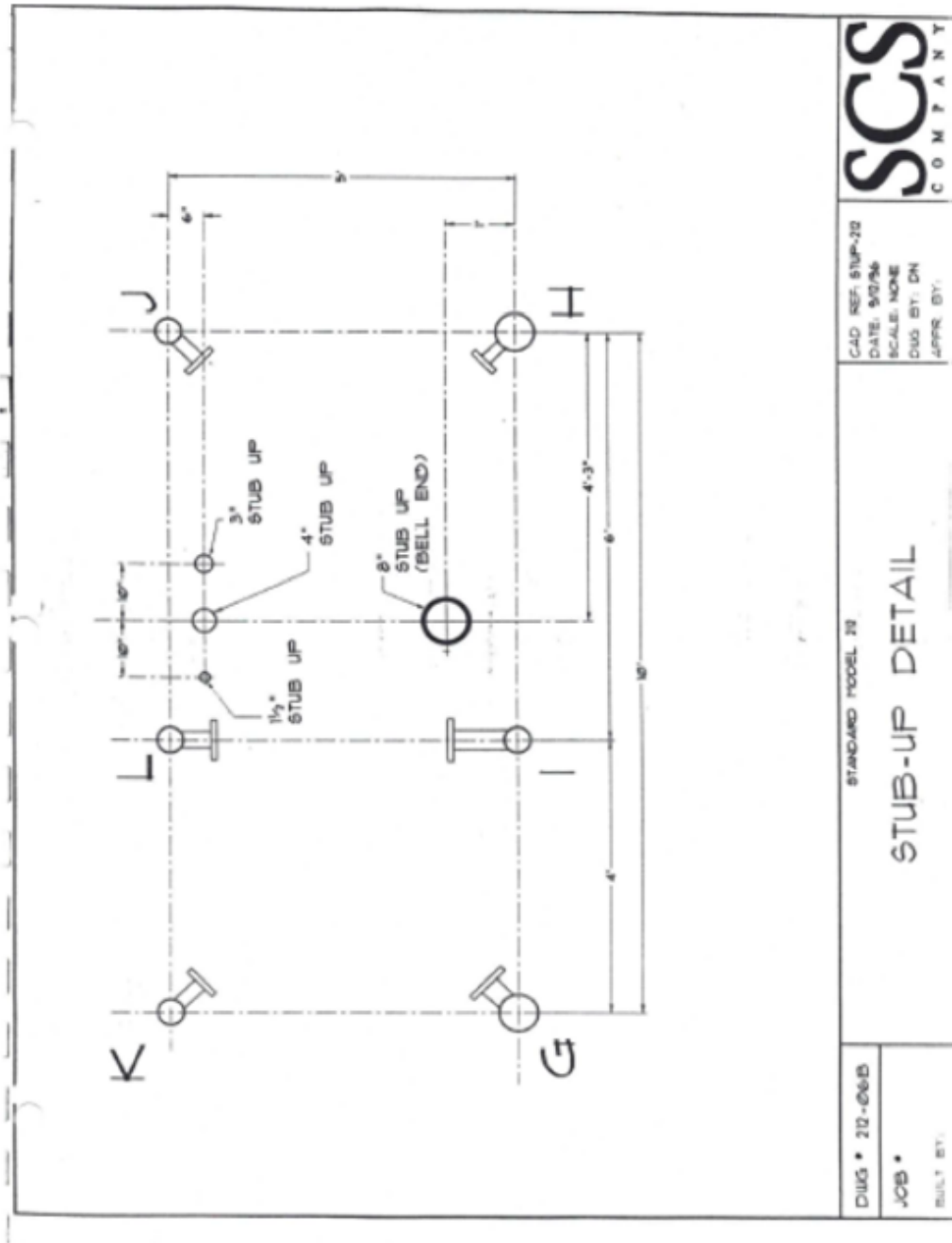


EXHIBIT C

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

visc: 1.122 cP

vapor: 0.2568 psi

atm: 14.7 psi

NPSHa: - ft

PIPING Pressure: - psi

Suction elev: - ft

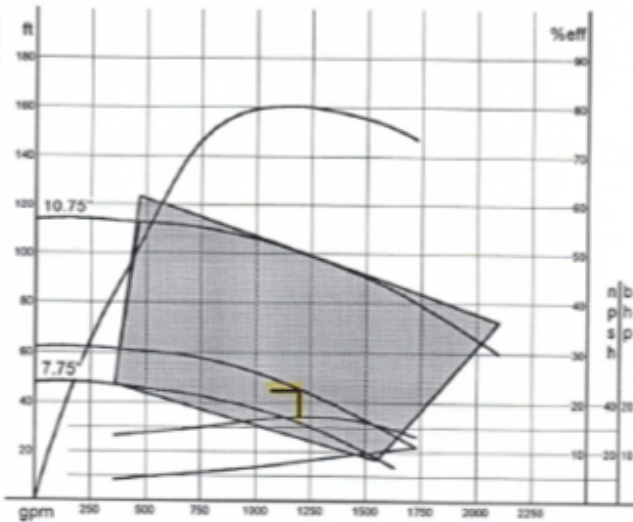
size: - in

Discharge size: - in

P7

ITEM	QUANTITY
ACAPULCO	
8911	
340A	

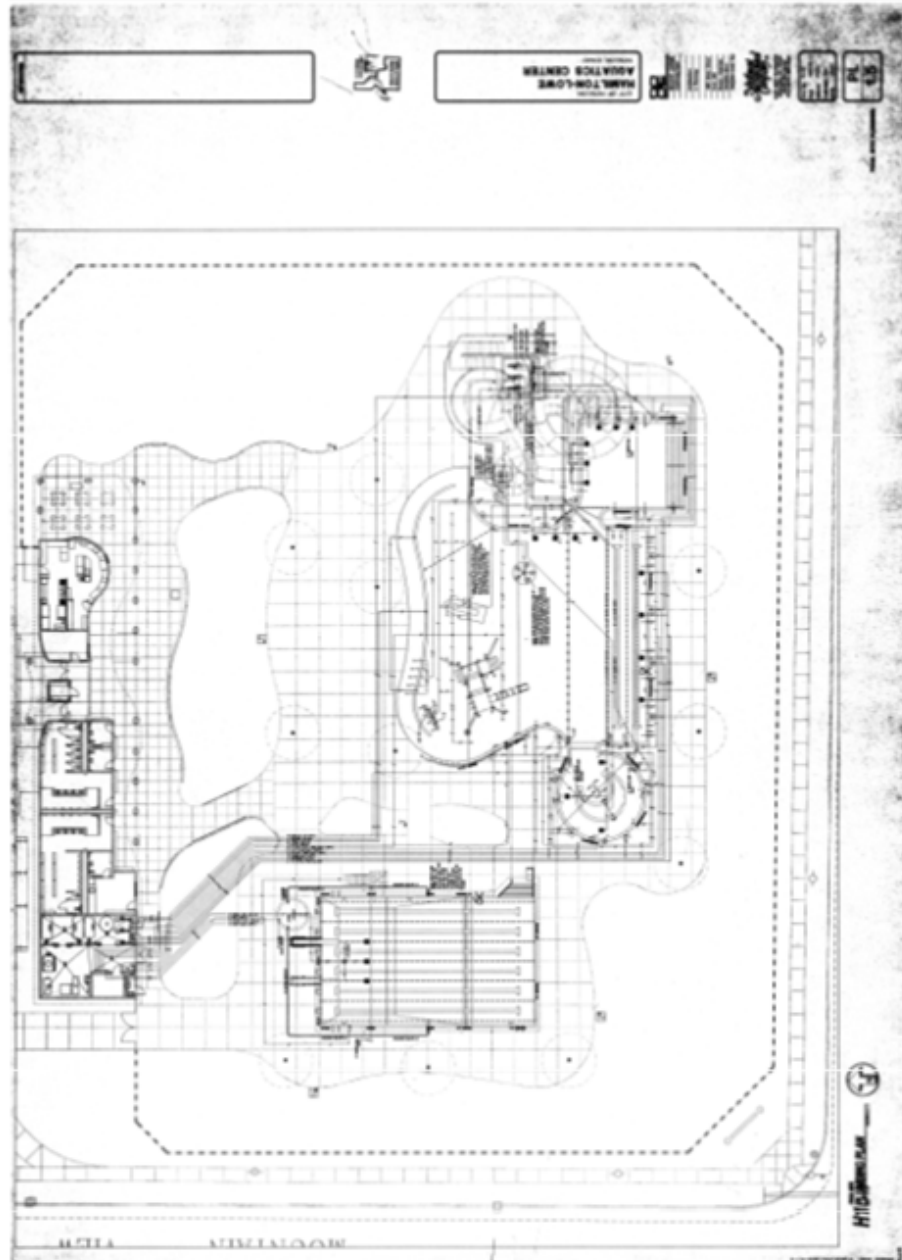
DESIGN POINT
Flow: 1200 gpm
Head: 45 ft
DATA POINT
Flow: 1200 gpm
Head: 45.6 ft
Eff: 80 %
Power: 17.3 bhp
NPSHr: 15.9 ft
DESIGN CURVE
Shutoff Head: 62.1 ft
Pressure: 26.9 psi _g
Min Flow: 360 gpm
BEP: 80 %eff @ 1160
Max: 17.3 bhp @ 1213
MAX DIAMETER
Max: 40.3 bhp @ 2012



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
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EXHIBIT E



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

Vortex Aquatic Structures International, USA Office
11024 Bailey Road Suite C, Cornelius, North Carolina, USA, 28031
Tel: +1 (704) 280-0927 or 1-877-586-7839 (USA & Canada)
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
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



X

Name
Title

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

CITY COUNCIL STAFF REPORT

DATE: Monday, April 19, 2021



AGENDA ITEM TITLE

One World Café Request for Expanded Sidewalk Café Configuration – Gary J. Riedner / Laurie Hopkins

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

This was reviewed by the Administrative Committee on April 12, 2021 and recommended for approval.

ADDITIONAL PRESENTER(S)

Laurie Hopkins, City Clerk, Tyler Palmer,
Deputy Director - Operations

OTHER RESOURCES

DESCRIPTION

In 2007, the City Council formalized a process for the licensing of sidewalk cafes in the Central Business Zoning District. Minimum standards for all sidewalk cafes are included in the Moscow City Code, including the requirement of maintaining an unobstructed pedestrian access on the sidewalk of not less than four contiguous feet. The owners of One World Cafe, located at 6th and Main Streets, have been working with the University of Idaho, Art and Architecture Design/Build studio to create an updated outdoor dining space around the exterior of the building. Because the nature of the proposal is a more robust, yet still a non-permanent improvement, staff is bringing the proposal to City Council for approval. Tyler Palmer, Deputy City Supervisor of Public Works and Services and Steve Schulte Public Utility Manager-Streets/Stormwater have reviewed the drawings and met with the owners and architect on how this proposal can work within the guidelines of the code, as well as maintaining the safety of the public and ADA requirements. The packet includes drawings that meet the requirements of the City Code and the ability to remove all right-of-way encumbrances with reasonable ease and the prohibition on anchoring into the sidewalk.

STAFF RECOMMENDATION

Approve the expansion,

PROPOSED ACTIONS

ACTION: Approve the sidewalk cafe proposal.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

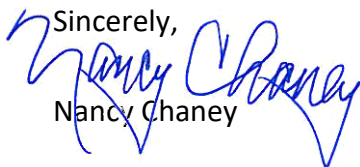
1. Chapter 12 - Sidewalk Cafe Regulations (PDF)
2. updated OWCPlanning_032221

be deemed a nuisance, even if it doesn't exceed the decibel threshold of one.) For example, P&Z minutes from Jan. 11 indicate that "Commissioners viewed three different light fixtures at the HelioTerra...installation," and that the "style and brightness...would likely depend on the specific...installation." In addition, of the three intensities evaluated—64W/6,500 lumens, 35W/3,500 lumens, that the differences were "noticeable," and 5W/200 lumens—the least bright of those was preferred for that site, although Commissioners speculated that two or three additional fixtures of the same style might be required. Who gets to decide the number, intensity, and hue of lighting fixtures for this and other locations in the future? Because this isn't a matter of safety (as for antenna towers) or patriotic freedom (as for flagpoles), shouldn't party/ies with discretionary authority to recommend levels of illumination less than the maximum allowed be named (at least by category) in the ordinance?

The proposed amendment acknowledges potential nuisance issues at a single location, but not their cumulative effect if multiple up-lit installations, each with 8,000-13,000 lumen fixtures, could be clustered together, if one installation could be spot-lit by several singularly-compliant 8,000-13,000 lumen LEDs, or if the total number of up-lit installations within a given part of town is limitless, which the proposed amendment seems to allow. If you choose to allow up-lighting public art, I respectfully suggest that you address the following in the amendment:

- Why up-lighting is a bad idea in most cases, but a good idea in this case
- Why it's okay for the City to do this, but not others in the private sector
- Who shall have the authority to decide the level of illumination...The artist? MAC? City staff?
- Might you want particular criteria for sculpture gardens, with numerous up-lit installations in close proximity?
- If P&Z thought the lowest level of illumination works best for HelioTerra (seemingly because brighter ones seemed unnecessary, or even jarring), what qualifying language might you include to incentivize anything below the maximum?
- Given the wattage, it seem that these lights will be LEDs. Given that the City is pursuing a strategic climate action plan for sustainability (and will be searching for examples of energy efficiency in the Code), it seems worth mentioning that wherever you can.

Finally, I'll reiterate my enthusiastic appreciation for public art, notwithstanding the abovementioned concerns. Thank you for considering my comments.

Sincerely,

Nancy Chaney

Chapter 12

SIDEWALK CAFÉ REGULATIONS

- Sec. 12-1:** Definitions
- Sec. 12-2:** Permit Required
- Sec. 12-3:** Application for Sidewalk Café License
- Sec. 12-4:** Standards for Issuance of License
- Sec. 12-5:** Liability and Hold Harmless Agreement
- Sec. 12-6:** Conditions of License
- Sec. 12-7:** Denial, Revocation, or Suspension of License
- Sec. 12-8:** Appeals
- Sec. 12-9:** Penalties

Sec. 12-1. Definitions.

- A. *Full Service Restaurant.* An establishment maintained, advertised and held out to the public as primarily a food eating establishment, where individually priced meals are prepared and regularly served to the public primarily for on-premises consumption, or an establishment where not less than forty percent (40%) of its consumable purchases are derived from the sale of food and/or non-alcoholic beverages. The full service restaurant shall also have a dining room or rooms, kitchen, and cooking facilities for preparation of food (including stoves, ovens, and/or refrigeration equipment).
- B. *Licensed Area.* The area or location upon public property and/or public right-of-way and abutting an eating and/or drinking establishment within which a licensed Sidewalk Café may operate.
- B. *Sidewalk.* Sidewalk means that portion of a street between the curb or lateral lines of a roadway or other public right-of-way and the abutting property lines intended for use by pedestrians.
- C. *Sidewalk Café.* An eating and/or drinking establishment which serves food and/or beverages on public property or within a public right-of-way

as part of its business as an eating and/or drinking establishment, pursuant to City license.

(Ords. 2007-09, 08/20/2007; 2010-12, 06/07/2010)

Sec. 12-2. Permit Required.

It shall be unlawful for any person to operate a Sidewalk Café without a Sidewalk Café license as provided by this Chapter. A Sidewalk Café license shall not grant any person a property right or property interest in the Licensed Area, any public property, or right-of-way.

(Ord. 2007-09, 08/20/2007)

Sec. 12-3. Application for Sidewalk Café License.

- A. A person desiring to operate a Sidewalk Café shall make written application to the Clerk upon forms supplied by the City.
- B. A Sidewalk Café license shall be issued for one (1) year, commencing on the date of license issuance and ending at midnight on December 31st of the year of issuance.
- C. An annual fee to be paid upon issuance of a Sidewalk Café license shall be set from time to time by Resolution duly passed and adopted by the Council.

(Ord. 2007-09, 08/20/2007)

Sec. 12-4. Standards for Issuance of License.

The Clerk shall issue a permit upon a finding that:

- A. The proposed Sidewalk Café will not unreasonably interfere with pedestrian traffic and/or other uses of the Licensed Area and/or public rights-of-way.
- B. The proposed Sidewalk Café shall maintain an unobstructed pedestrian access on the sidewalk of not less than four contiguous feet (4').
- C. The applicant has met all other applicable provisions of this Code as well as the laws of the United States of America, the State of Idaho, and Latah County, Idaho, including, where applicable, licenses to serve alcohol.

- D. A risk assessment has been performed by the North Central District Health Department on the applicant's business and the applicant has a current State license authorizing the applicant to serve food and beverages, where such license is required.
- E. The licensee shall demonstrate that current, paid up, general liability insurance has been obtained for each Licensed Area in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limits. Such general liability insurance policy shall be primary to any other insurance related to the operation of the Sidewalk Café and to that of any potential party subject to a claim related to these events. The City shall be named as an additional insured on any insurance policy of the licensee relating to the operation of the Sidewalk Café. All policies of insurance shall require ten (10) days notice to City by certified mail of any cancellation or change affecting any interest of coverage. A current certificate of insurance shall be kept on file with the Clerk at all times.
- F. A licensee who intends to serve alcoholic beverages or allow such to be consumed in the Sidewalk Café shall meet the following additional requirements:
 - 1. The licensee shall have a valid State, County, and City alcohol license for lawful service of beer and/or wine and/or liquor.
 - 2. Service and/or consumption of alcohol shall only occur in the Licensed Area.
 - 3. No taps, kegs, coolers, or other alcoholic beverage storage devices related to the Sidewalk Café are allowed to be stored in the public right-of-way; and
 - 4. The licensee shall amend its existing State, County, and City alcohol license information to include the Licensed Area.
 - 5. Delineation of the Licensed Area shall consist of a non-permanent

physical barrier such as a railing, potted plants, decorative chain, fence, rope or other physical barrier, as required and approved by the City.

6. The licensee shall demonstrate that the licensee has current, paid up, Liquor Liability Insurance for each Sidewalk Café in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such insurance shall be primary to any other insurance related to the alcohol service by the Sidewalk Café and to that of any potential party subject to a claim related to these events. City shall be named as an additional insured on any such insurance policy of the licensed vendor or for the events described herein. All policies of insurance shall require ten (10) days notice to City by certified mail of any cancellation or change affecting any interest of coverage. A current certificate of insurance shall be kept on file with the Clerk at all times.

(Ord. 2007-09, 08/20/2007; 2010-12, 06/07/2010)

Sec. 12-5. Liability and Hold Harmless Agreement.

Every licensee shall hold City, its agents, servants, employees, officers, and/or contractors harmless, and shall indemnify and defend any claim filed against City, its agents, servants, employees, officers and/or contractors for any activities associated with the Sidewalk Café, including the actions and/or inactions of every person, licensee, owner, director, employee, or agent.

(Ord. 2007-09, 08/20/2007)

Sec. 12-6. Conditions of License.

- A. A Sidewalk Café license shall not be issued in any zoning district other than the Central Business (CB) Zoning District.
- B. A Sidewalk Café license shall not be assigned to any other person or place.
- C. If liquor is served or allowed to be consumed in a Licensed Area, the

establishment shall be a “full service restaurant”, as that term is defined in this Chapter.

- D. The Sidewalk Café shall be specifically limited to the Licensed Area shown in the Sidewalk Café license and accompanying diagram and shall take up no more than fifty percent (50%) of the unobstructed portion of the abutting Sidewalk, except in accordance with specific regulations adopted by the Council by Resolution or as otherwise authorized or permitted by City.
- E. The proposed Sidewalk Café shall maintain an unobstructed pedestrian access on the sidewalk of not less than four contiguous feet (4’).
- F. The Sidewalk Café may operate only between the hours of 6:00 a.m. and midnight local time, and only during hours the abutting eating and/or drinking establishment is in operation.
- G. No Sidewalk Café located within Friendship Square shall operate during Farmer’s Market hours of operation.
- H. The Licensed Area, and all items placed within it, shall at all times be maintained in a clean and orderly condition.
- I. Only those items authorized by the Sidewalk Café license and shown on the diagram may be stored in the Licensed Area when the Sidewalk Café is not in operation.
- J. The Licensed Area shall be returned to the condition it was prior to the Sidewalk Café license agreement permitting operation of the Sidewalk Café.
- K. The Sidewalk Café shall conform to any additional requirement established from time to time by Resolution duly passed and adopted by the Council.
(Ord. 2007-09, 08/20/2007; 2010-12, 06/07/2010; 2014-15, 09/15/2014)

Sec. 12-7. Denial, Revocation or Suspension of License.

- A. In the event that a licensee or applicant has violated or cannot meet a condition of approval or a provision of this

Chapter, the Clerk may seek the denial, revocation, or suspension of the license.

- B. Prior to the denial, revocation, or suspension of a license as required herein, the Clerk shall provide written notice of such denial, revocation, or suspension to the licensee or applicant, as the case may be. Such written notice shall state the reason(s) for such denial, revocation, or suspension, and shall state that such licensee or applicant may request an appeal hearing as provided herein. Notice of denial, revocation, or suspension is effective on the date such notice is placed in a mailbox controlled by the United States Postal Service. Failure by the City to give notice as provided herein shall not establish a right to a license under this Chapter.

(Ord. 2007-09, 08/20/2007)

Sec. 12-8. Appeals.

- A. Any person aggrieved by the action of denial, suspension or revocation of the license by the Clerk shall have the right of appeal to the Council.
- B. Such appeal shall be taken by filing with the Clerk written notice thereof within ten (10) business days after the denial or the entry of the order of suspension or revocation. The notice of appeal shall specify an address at which the person appealing may be given notice of hearing on the appeal.
- C. At the appeal hearing before the Council, the applicant or person appealing shall be entitled to appear in person and offer evidence pertinent to the denial, suspension or revocation or may appear through legal counsel. The Clerk, Chief of Police, and/or legal counsel for the City shall likewise be entitled to appear at the hearing and offer evidence in support of the denial, order of suspension or revocation. Failure by applicant, person appealing, or their representative to appear before Council at the time scheduled to hear such an appeal shall result in the automatic denial of such appeal.

- D. The Council shall determine whether the denial, suspension or revocation shall be sustained and shall make a final reasoned statement in writing within fifteen (15) business days following the close of the hearing.

(Ord. 2007-09, 08/20/2007)

Sec. 12-9. Penalties.

Any person violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished pursuant to this Code and the Idaho Code.

(Ord. 2007-09, 08/20/2007)



STUDENTS	JOSHUA BIANCO BELANNA BLACKBURN GRAYSON BOLDT GEORGE BOWLER WEST CHALFANT BRENNIA CHURCH	MONICA HIGBEE RILEY LEIGHTON BENJAMIN MENDENHALL LUCIA OSBORNE KURTIS ZLYSTRA
INSTRUCTOR	SCOTT LAWRENCE	
TEACHING ASST	BRETT CARTER LARAE TOMERA	

PROJECT DIRECTORY:

CLIENT

ONE WORLD CAFE
533 S Main Street
Moscow, Idaho 83843
208.883.3537

DESIGN AND CONSTRUCTION

IDAHO DESIGN BUILD STUDIO
ARCHITECTURE PROGRAM
UNIVERSITY OF IDAHO

875 Perimeter Drive
Moscow, ID 83844
(303) 550-9921 (Phone)
slawrence@uidaho.edu

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No.	Description	Date

ONE WORLD
SIDEWALK CAFE
533 S Main Street
Moscow, Idaho 83843

NOT FOR CONSTRUCTION

Planning Approval
03/09/21

Drawn by | JRB
checked by | SSL

Cover Sheet
G000

Scale



PROJECT DIRECTORY:

CLIENT

ONE WORLD CAFE
533 S Main Street
Moscow, Idaho 83843
208.883.3537

DESIGN AND CONSTRUCTION

IDAHO DESIGN BUILD STUDIO
ARCHITECTURE PROGRAM
UNIVERSITY OF IDAHO

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No. Description Date

ONE WORLD
SIDEWALK CAFE
533 S Main Street
Moscow, Idaho 83843

NOT FOR CONSTRUCTION

Planning Approval
03/09/21

Drawn by BJB
Checked by SSL

General Conditions
G001

Scale As indicated

SYMBOL LEGEND

	SECTION		ROOM NAME AND NUMBER. SEE ROOM FINISH SCHEDULE.
	DETAIL		WALL TYPE. COORDINATE W/ WALL TYPE SCHEDULE.
	INTERIOR ELEVATION		WINDOW TYPE. COORDINATE W/ WINDOW SCHEDULE.
	ELEVATION MARKER		REFERENCE NOTE
	LEVEL		TOILET ACCESSORY

SITE LEGEND

	PROPERTY LINE		SANITARY SEWER MANHOLE
	FENCE		STORM DRAIN MANHOLE
	WATER LINE		GAS METER
	SANITARY SEWER		UTILITY POLE
	STORM DRAIN		UTILITY POLE W/ STREET LIGHT
	TELEPHONE LINE		FIRE HYDRANT
	GAS LINE		
	ELECTRICAL		
	EMPTY CONDUIT (2")		
	VENT PIPING		

CEILING LEGEND

	SUSPENDED ACOUSTIC CEILING TILE SYSTEM		RECESSED CEILING MOUNT LIGHT FIXTURE
	PAINTED GYPSUM BOARD CEILING		2" REGRESSED LED SQUARE LOW PROFILE OR SIMILAR TYPE - MOUNTED AS SPEC.
	SURFACE MOUNTED LED BOX LIGHT		EXIT SIGN FIXTURE, ARROW INDICATES DIRECTION OF TRAVEL
	SURFACE MOUNTED LED BOX LIGHT OR SIM		EXHAUST FAN GRILLE, SEE MECHANICAL
	LITHONIA LIGHTING SURFACE MOUNTED TRACK LIGHT FIXTURE		
	PENDANT LIGHT FIXTURE A		WALL MOUNTED MINI SPLIT TYP
	PENDANT LIGHT FIXTURE B		SURFACE MOUNTED LED BOX LIGHT OR SIM
	ROPE LIGHT		

ABBREVIATIONS

AFF	AT FINISH FLOOR	MANUF	MANUFACTURER
AC	ACOUSTIC	MB	MARKER BOARD
ACC STA	ACCESSIBLE STATION	MO	MASONRY OPENING
ABS	ACRYLONITRILE-BUTADIENE-STYRENE	MAX	MAXIMUM
ALT	ALTERNATE	MECH	MECHANICAL
ALUM	ALUMINUM	MTL	METAL
AB	ANCHOR BOLT	MIN	MINIMUM
L	ANGLE	MNT	MOUNT
ASPH	ASPHALT	(N)	NEW
BSMT	BASEMENT	NIC	NOT IN CONTRACT
B8	BASKETBALL	NTS	NOT TO SCALE
BRG	BEARING	O.C.	ON CENTER
BM	BENCH MARK	OPNG	OPENING
BLKG	BLOCKING	OPPOS	OPPOSITE
B.O.	BOTTOM OF	OD	OUTSIDE DIAMETER
BLDG	BUILDING	O.H.	OVER HEAD
B.U.R.	BUILT UP ROOFING	PART BD	PARTICLE BOARD
CLG	CEILING	CL	CENTER LINE
CL	CERAMIC TILE	CT	CERAMIC TILE
CT	CHALKBOARD	CB	CHANNEL
C	CLEANOUT	C	CLEANOUT
COL	COLUMN	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	PREFAB	PREFABRICATED
CONN	CONNECTION	PT	PRESERVATIVE TREATED
CMU	CONCRETE MASONRY UNIT	QT	QUARRY TILE
CLR	CLEAR	RAD	RADIUS
CONT	CONTINUOUS	REF	REFRIGERATOR
COORD	COORDINATE	REINF	REINFORCE
DIM	DIMENSION	REQ	REQUIRED
DS	DOWNSPOUT	REV	REVISION
DWG	DRAWING	RD	ROUGH OPENING
EA	EACH	RO	ROUGH OPENING
ELECT	ELECTRICAL	O/	ROUND
EWC	ELECTRIC WATER COOLER	SCHED	SCHEDULE
ELEV	ELEVATION	SIM	SIMILAR
EQ	EQUAL	SHT	SHEET
(E)	EXISTING	SHT MTL	SHEET METAL
EXP	EXPANSION	SPEC	SPECIFICATION
EXT	EXTERIOR	SQ	SQUARE
E.I.F.S.	EXTERIOR INSULATION FINISH SYSTEM	STL	STEEL
FIN	FINISH	SS	STAINLESS STEEL
F.E.C.	FIRE EXTINGUISHER CABINET	STD	STANDARD
FLASHG	FLASHING	STOR	STORAGE
FLR	FLOOR	STRUC	STRUCTURAL
FD	FLOOR DRAIN	SUSP	SUSPENDED
FTG	FOOTING	TB	TACKBOARD
FDN	FOUNDATION	T.B.D.	TO BE DETERMINED
F.O.	FACE OF	TEL	TELEPHONE
GALV	GALVANIZED	TV	TELEVISION
GI	GALVANIZED IRON	T.S.	TUBE STEEL
GA	GAUGE	THRES	THRESHOLD
GYP BD	GYPSUM BOARD	TOI	TOILET
GW	GYPSUM WALL BOARD	T.O.	TOP OF
HDR	HEADER	T&B	TOP AND BOTTOM
HDWD	HARDWOOD	TYP	TYPICAL
HT	HEIGHT	U.N.O.	UNLESS NOTED OTHERWISE
HM	HOLLOW METAL	VERT	VERTICAL
HORIZ	HORIZONTAL	VP	LUXURY VINYL PLANK
ID	INSIDE DIAMETER	WC	WATER CLOSET
INSUL	INSULATION	W	WIDE FLANGE
INT	INTERIOR	WDO	WINDOW
JT	JOINT	WWF	WELDED WIRE FABRIC
KD	KNOCK DOWN	W	WITH
KO	KNOCK OUT	W/O	WITHOUT
LLV	LONG LEG VERTICAL		

GENERAL PROJECT NOTES

- DRAWINGS ARE DIAGRAMMATIC IN NATURE AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE AND PROVIDE COMPLETE ASSEMBLIES..
 - THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY AND ALL DISCREPANCIES OR PROBLEMS FOR RESOLUTION OR EXPLANATION.
 - CONTRACTOR SHALL CHECK ALL DIMENSIONS AND REPORT ALL ERRORS AND OMISSIONS TO ARCHITECT. DIMENSIONS ARE TO BE FIELD VERIFIED W/ EXISTING CONDITIONS. ADJUST DIMENSIONS AS REQUIRED TO MEET THE DESIGN INTENT & CURRENT CODE REQUIREMENTS. DO NOT SCALE DRAWINGS.
 - CONTRACTOR TO COORDINATE WITH DRAWINGS CAREFULLY FOR WORK PERFORMED BY THE OWNER OR NOT IN CONTRACT (N.I.C.).
 - ALL PROJECT CONSTRUCTION TO MEET CURRENT ANSI AND ADA-AG REQUIREMENTS INCLUDING SIGNAGE, DOOR HARDWARE, CLEARANCES AND OTHER REQUIREMENTS FOR EACH ACCESSIBLE FEATURE. THE MOST STRINGENT REQUIREMENT SHALL APPLY.
 - ALL CONSTRUCTION TO BE TO CURRENT ADOPTED CODES AND REGULATIONS OF JURISDICTIONS HAVING AUTHORITY OVER THIS PROJECT. ALL MATERIALS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
 - ALL CONSTRUCTION TO BE TO CURRENT ADOPTED CODES, INCLUDING BUT NOT LIMITED TO:
 - INTERNATIONAL BUILDING CODE.
 - INTERNATIONAL EXISTING BUILDING CODE
 - INTERNATIONAL FIRE CODE
 - INTERNATIONAL MECHANICAL CODE
 - UNIFORM PLUMBING CODE
 - NATIONAL ELECTRICAL CODE
 - CANADIAN A117.1 - (ACCESSIBILITY REQUIREMENTS)
 - INTERNATIONAL ENERGY CODE
 - COORDINATE WORK WITH MECHANICAL, PLUMBING AND ELECTRICAL DESIGN BUILD SYSTEMS. COORDINATE ANY REQUIRED CHASES, FURRED AREAS, ETC. REQUIRED WITH OWNER.
 - COORDINATE ALL NEW FIXTURES, FINISH MATERIALS AND COLORS WITH OWNER. CLOSELY COORDINATE DEPTH OF COUNTERS WITH SIZE OF NEW FURNISHINGS.
 - PROVIDE ADEQUATE TEMPORARY SUPPORT AND BRACING TO ALL WALLS, COLUMNS, BEAMS, JOISTS, ETC. AS REQUIRED AT LOCATIONS OF DEMOLITION/MODIFICATIONS UNTIL NEW WORK IS PERMANENTLY INSTALLED.
 - PROVIDE BLOCKING IN WALLS FOR GRAB BARS AND OTHER ITEMS AS REQUIRED
 - ANY ASBESTOS SUSPECT MATERIAL TO BE TESTED AND REMOVED BY OTHERS AS COORDINATED WITH OWNER
 - ALL WALLS TO EXTEND TO CEILING U.N.O.
 - INTERIOR WALLS SHALL BE OF 2x4 STUDS AT 16" O.C. w/ 5/8" GWB EA. SIDE UNLESS NOTED OTHERWISE. PLUMBING WALLS TO BE OF 2x6 STUDS MINIMUM. MATCH EXISTING WALL THICKNESS AT LOCATIONS OF NEW TO EXISTING FRAMING. NONBEARING WALLS MAY BE FRAMED WITH 2S GA. MTL. STUDS TO MANUFACTURER'S RECOMMENDATIONS.
 - PROVIDE 2-2x6 HEADERS ACROSS ALL INTERIOR NONBEARING WOOD FRAMED WALL OPENINGS UNLESS NOTED OTHERWISE.
 - PROVIDE 2-2x10 HEADERS ACROSS ALL BEARING WOOD FRAMED WALL OPENINGS UNLESS NOTED OTHERWISE.
 - NAILING SCHEDULE:
 - JOIST TO DOUBLE PLATES OR BEAM, TOENAIL 3-10d
 - BRIDGING TO JOIST, TOENAIL EACH END 2-8d
 - SOLE PLATE THROUGH SHEATHING TO JOIST OR BLOCKING, FACE NAIL 16d @ 8" O.C.
 - TOP PLATE TO STUD, END NAIL 2-16d
 - STUD TO SOLE PLATE 4-8d, TOENAILS OR 2-16d END NAILS
 - DOUBLE STUDS, FACE NAIL 16d @ 24" O.C.
 - DOUBLE TOP PLATES, FACE NAIL 16d @ 16" O.C.
 - TOP PLATES-LAPS (4'-0" MIN) 8-16d
 - CORNER INTERSECTIONS 2-16d
 - CONTINUOUS HEADER, TWO PIECES 16d @ 16" O.C. ALONG EA. EDGE
 - CEILING JOISTS TO PLATE, TOENAIL 3-8d
 - CONTINUOUS HEADER TO STUD, TOENAIL 4-8d
 - CEILING JOISTS, LAP OVER PARTITIONS, FACE NAIL 3-16d
 - CEILING JOISTS TO PARALLEL RAFTERS, FACE NAIL 3-16d
 - RAFTER TO PLATE, TOENAIL 3-10d
 - 1" BRACE TO EACH STUD AND PLATE, FACE NAIL 2-8d
 - BUILT-UP CORNER STUDS 16d @ 16" O.C.
 - BUILT-UP GIRDERS AND BEAMS 10d @ 32" O.C. - TOP, BOTTOM & STAGGERED 2-10d @ BENDS 4-16d TOENAILS OR 3-16d FACE NAIL 3-8d
 - RAFTER TIES TO RAFTERS, FACE
 - INSULATION (NEW WORK):
 - ROOF R-38
 - WALLS (EXTERIOR) R-19 OR 13+5
 - BASEMENT WALLS R-10/13
 - SLAB ON GRADE R-10
 - FURNACE DUCTS R-8
- *THE INDICATED INSULATION VALUES ARE A MINIMUM AND MAY BE INCREASED IF DESIRED BY THE CONTRACTOR OR REQ'D BY OWNER.
- PROVIDE LEVER HANDLES ON ALL ACCESSIBLE DOORS PER ADA-AG REQUIREMENTS.
 - PROVIDE RUBBER TRANSITION STRIPS MEETING ADA AND ANSI ACCESSIBILITY REQUIREMENTS AT ALL FLOORING CHANGES.
 - CONTRACTOR STAGING AND LAY DOWN REQUIREMENTS TO BE COORDINATED WITH OWNER PRIOR TO ESTABLISHING STAGING AND LAY DOWN AREAS.
 - "CALL BEFORE YOU DIG" FOR UTILITY LOCATIONS BY APPLICABLE UTILITIES. EXCAVATE WITH CARE. THERE MAY BE UTILITIES NOT INDICATED ON THE DRAWINGS OR MAY BE IN DIFFERENT LOCATIONS OR SIZES THAN INDICATED. THE DRAWINGS ARE ONLY SCHEMATIC.
 - CONTRACTOR TO VERIFY LOCATION OF ALL UTILITY RUNS PRIOR TO BEGINNING WORK.
 - PROTECT EXISTING BUILDING(S), STRUCTURES, VEGETATION, LANDSCAPING, IRRIGATION, ETC. WHICH ARE TO REMAIN AS REQUIRED. PHOTO DOCUMENTING EXISTING CONDITIONS IS RECOMMENDED PRIOR TO PROCEEDING WITH WORK.
 - AREAS OF CONSTRUCTION ACTIVITIES ARE TO BE RESTORED BY CONTRACTOR.
 - CONSTRUCTION DEBRIS, ETC. NOT TO BE REUSED TO BE REMOVED FROM SITE AND LEGALLY DISPOSED OF BY CONTRACTOR OFF SITE AT AN APPROVED DISPOSAL FACILITY.
 - COORDINATE KEYING REQUIREMENTS WITH OWNER.
 - ALL SIGNAGE BY TENANT. ALL ACCESSIBLE SIGNAGE TO BE TO ADA-AG REQUIREMENTS.
 - KEY NOTING SYSTEM IS FOR REFERENCE AND COORDINATION ONLY. THIS NOTING SYSTEM IS NOT INTENDED FOR PROVIDING MEANS AND METHODS FOR THE GENERAL CONTRACTOR.

VICINITY MAP



INDEX TO DRAWINGS

SHEET	DRAWING
G000	Cover Sheet
G001	General Conditions
A101	Site Plan
A102	Level 1 Floor Plan
A103	Reflected Ceiling Plan
A301	Elevations
A302	Enlarged Elevations
A401	Enlarged Plans East
A402	Enlarged Plans South
A403	Enlarged Plans SW
A501	Wall Cladding Details
A502	Bussing Station Details
A601	Fold Out Seating
A602	Built Furniture Details Bar Top Tables
A603	General Dimension Plans East
A604	Short Exterior Wall Details

CODE SUMMARY

PROJECT ADDRESS:	533 SOUTH MAIN STREET MOSCOW, ID 83843
APPLICABLE CODES:	2015 IDAHO CODE WITH ADOPTIONS BY CITY OF MOSCOW

BUILDING ANALYSIS

BUILDING HEIGHT:	LESS THAN ALLOWED 65' 0"
BUILDING STORIES:	1
BUILDING OCCUPANCIES:	M
BUILDING SEPERATION REQUIRED PER IBC 506.4	NONE

GROSS SQUARE FOOTAGE PER OCCUPANCY:

MERCANTILE (M)	
CONSTRUCTION TYPE:	VB, NON-SPRINKLERED (PER IBC 601)
HEIGHT AND AREA INCREASES:	AREA INCREASED
BASE ALLOWABLE FLOOR AREA/STORIES PER IBC TABLE 503	26,000 SF / 3 STORY
NOT SPRINKLED IN PER IBC 903.2.1.2	NOT REQUIRED- NO NOTED CONDITIONS EXIST

OCCUPANCY

OCCUPANCY LOAD PER IDAHO CODE:	
IBC TABLE 1004.1.2	
M OCCUPANCY	
-1148 SF MERCANTILE/RETAIL	
TOTAL OCCUPANCY LOAD FOR M INTERIOR SPACE	
-4,500 SF @ 200 PP/SF-	22.5
EXITS/EXIT WIDTH PER 1005.3.2-	1 REQUIRED AT 7' 8"
	3 PROVIDED AT 36" EACH

PROJECT DESCRIPTION

UNIVERSITY OF IDAHO DESIGN-BUILD ONE WORLD EXTERIOR REDISIGN AND REBRAND PROJECT. PROJECT SCOPE INCLUDES RECLADDING THE BUILDING EXTERIOR, ADDING A FOLDABLE SEATING SOLUTION, THE ADDITION OF BUILT IN FURNITURE, AND THE ADDITION OF REBRANDED SIGNAGE WHILE MAINTAINING THE EXISTING EXTERIOR CLADDING AND THE SIDEWALK ACCESSABILITY WITH MINIMAL DEMO TO THE EXISTING EXTERIOR.



PROJECT DIRECTORY:

CLIENT

ONE WORLD CAFE
533 S Main Street
Moscow, Idaho 83843
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DESIGN AND CONSTRUCTION

IDAHO DESIGN BUILD STUDIO
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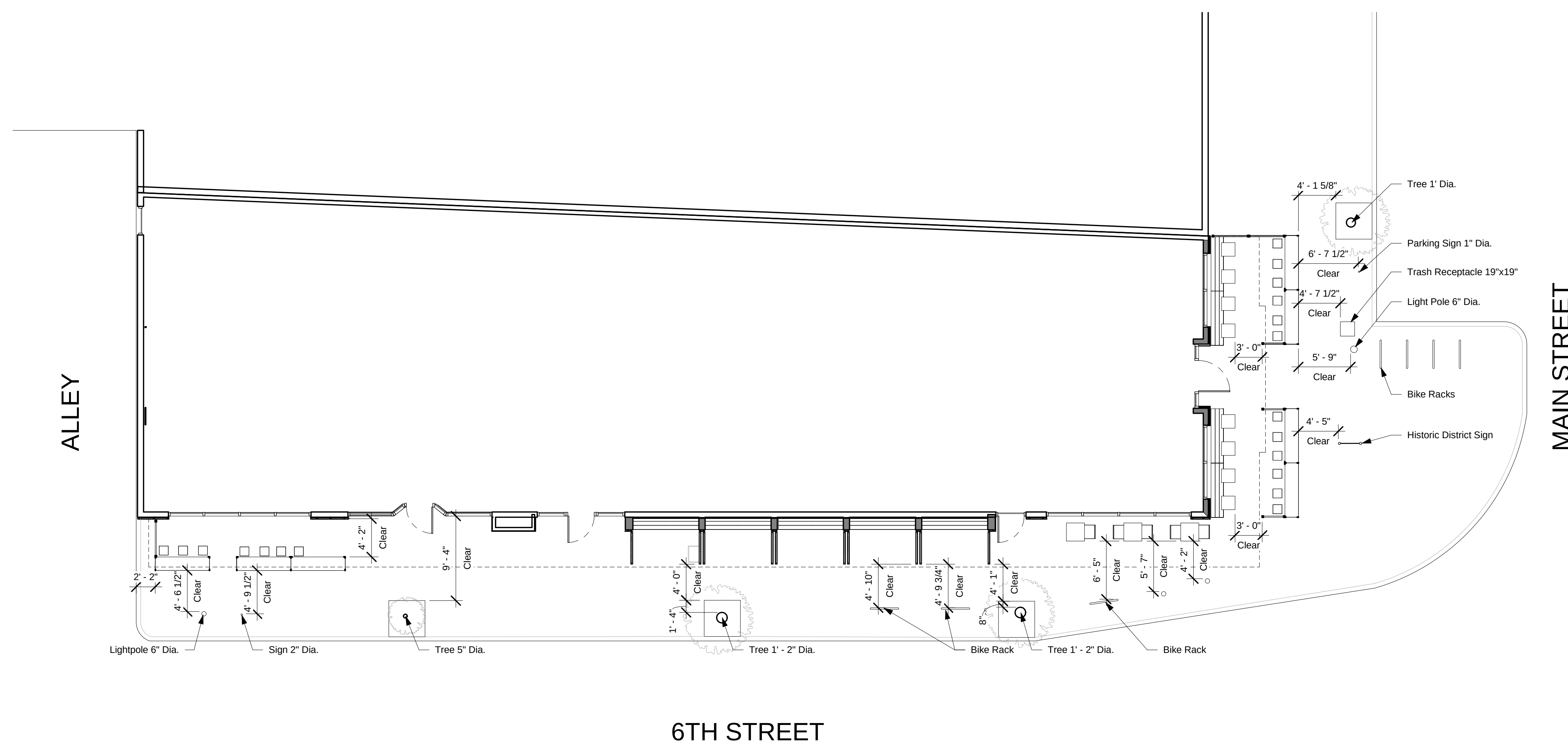
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Drawn by | RRL
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Site Plan
A101

Scale	As indicated
-------	--------------



① Site Plan
1/8" = 1'-0"



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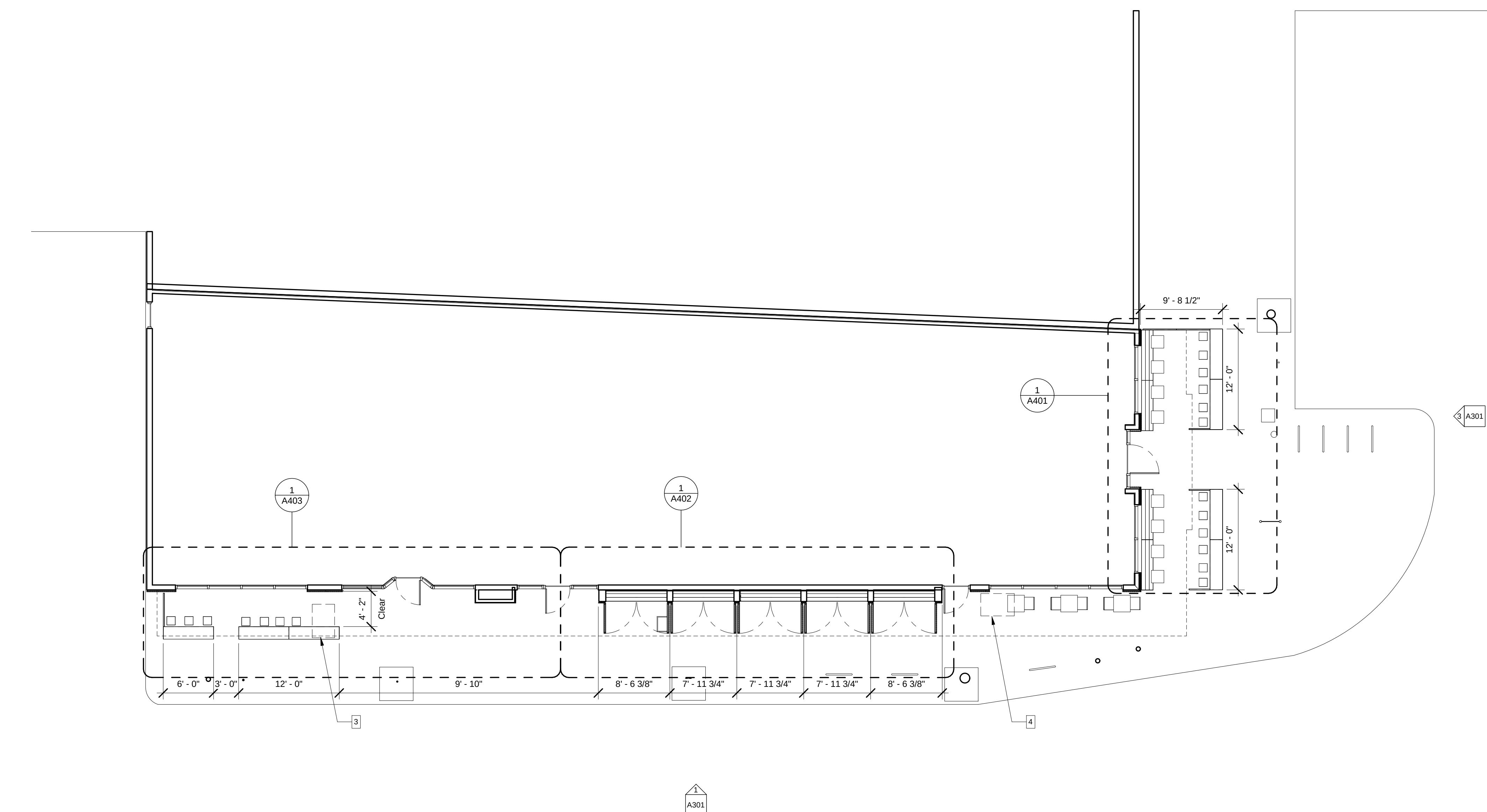
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A102

Scale	As indicated
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NOTES

1. ALL SIDEWALKS CLEARANCES EXCEED REQD DIST OF 4' - 0"
2. ALL FURNITURE UNATTACHED
3. WHEELCHAIR ACCESSIBLE SEATING AT ADA (34" HEIGHT) BAR
4. WHEELCHAIR ACCESSIBLE SEATING AT REMOVABLE TABLE
5. ALL DIVIDERS/STG CABINETS REMOVABLE, RE 2/A601, 7/A601, 10/A601, 11/A601



① Level 1
 $1/8" = 1'-0"$



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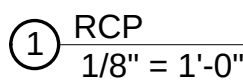
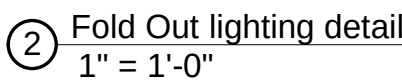
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Reflected Ceiling Plan

A103

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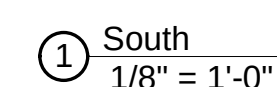
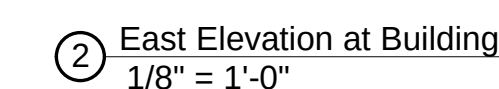
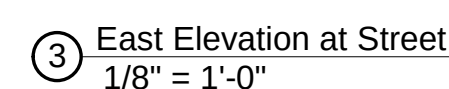
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Elevations
A301

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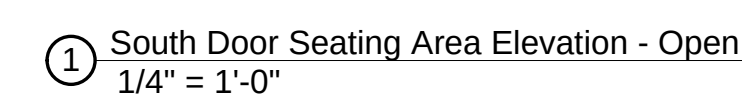
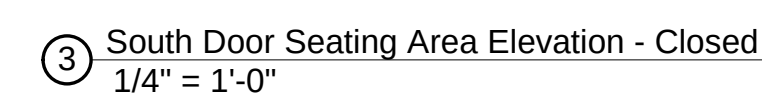
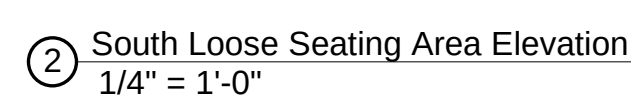
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Enlarged Elevations

A302

Scale $1/4" = 1'-0"$





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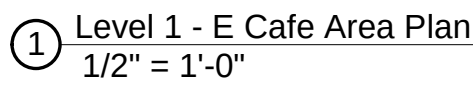
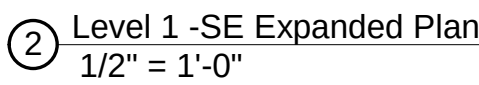
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Enlarged Plans East

A401

Scale $1/2" = 1'-0"$





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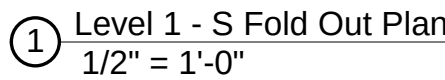
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A402

Scale $1/2" = 1'-0"$





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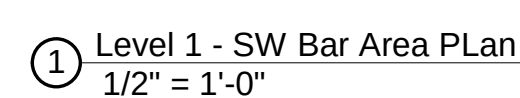
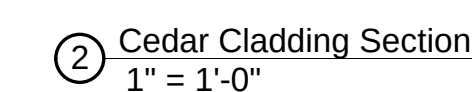
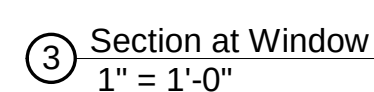
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Enlarged Plans SW

A403

Scale	As indicated
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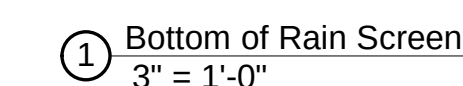
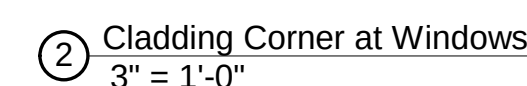
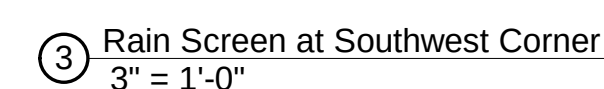
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Wall Cladding Details

A501

Scale 3" = 1'-0"



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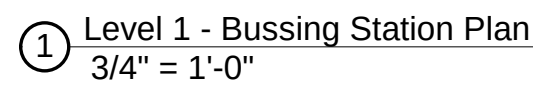
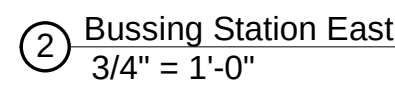
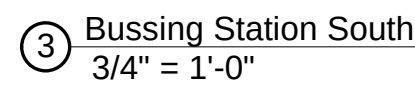
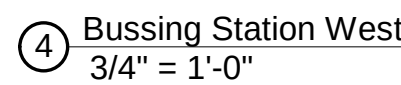
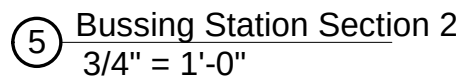
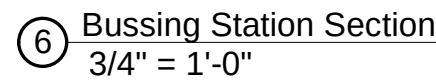
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[illegible]

Drawn by | BKM
checked by | Checker

Bussing Station Details A502

Scale As indicated





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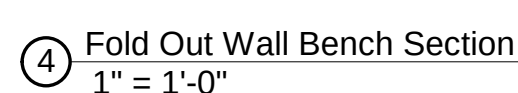
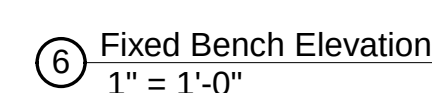
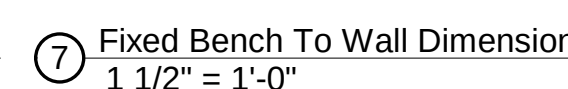
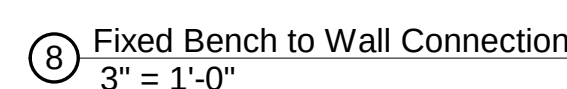
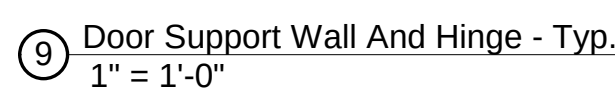
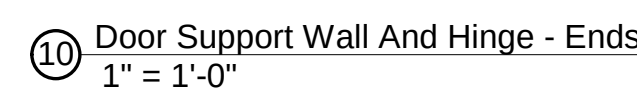
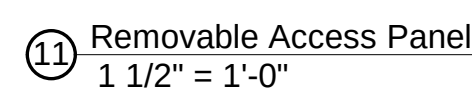
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Planning Approval
03/09/21

Drawn by | JRB
Checked by | Checker

Fold Out Seating A601

Scale	As indicated
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CLIENT

875 Perimeter Drive
Moscow, ID 83844
(303) 550-9921 (Phone)
slawrence@uidaho.edu

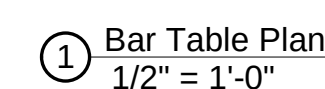
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No.	Description	Date

Drawn by | BJB
Checked by | Checker

A602

Scale	As indicated
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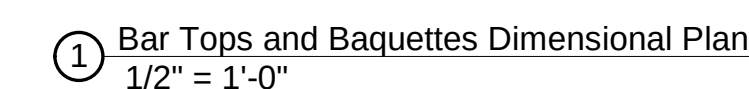
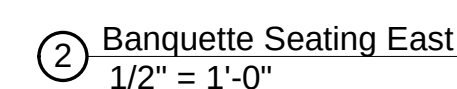
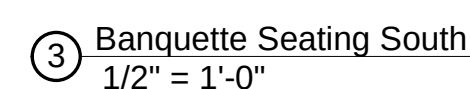
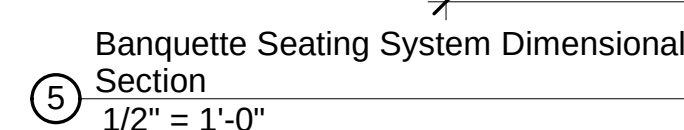
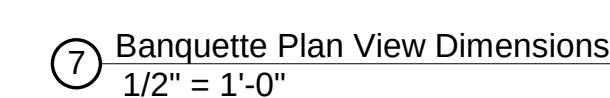
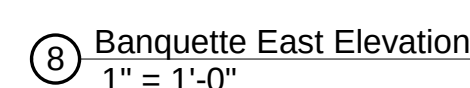
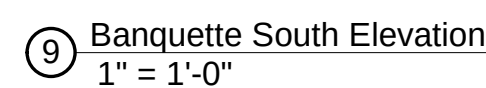
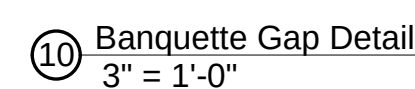
PROJECT DIRECTORY:

CLIENT

ONE WORLD CAFE
533 S Main Street
Moscow, Idaho 83843
208.883.3537

DESIGN AND CONSTRUCTION
IDAHO DESIGN BUILD STUDIO
ARCHITECTURE PROGRAM
UNIVERSITY OF IDAHO

875 Perimeter Drive
Moscow, ID 83844
(303) 550-9921 (Phone)
slawrence@uidaho.edu



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No.	Description	Date

ONE WORLD
SIDEWALK CAFE
533 S Main Street
Moscow, Idaho 83843

NOT FOR CONSTRUCTION

Planning Approval
03/09/21

Drawn by | WLC
Checked by | SSL

General Dimension
Plans East
A603

Scale	As indicated
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CLIENT

ONE WORLD CAFE
533 S Main Street
Moscow, Idaho 83843
208.883.3537

DESIGN AND CONSTRUCTION
IDAHO DESIGN BUILD STUDIO
ARCHITECTURE PROGRAM
UNIVERSITY OF IDAHO

875 Perimeter Drive
Moscow, ID 83844
(303) 550-9921 (Phone)
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No.	Description	Date

ONE WORLD
SIDEWALK CAFE
533 S Main Street
Moscow, Idaho 83843

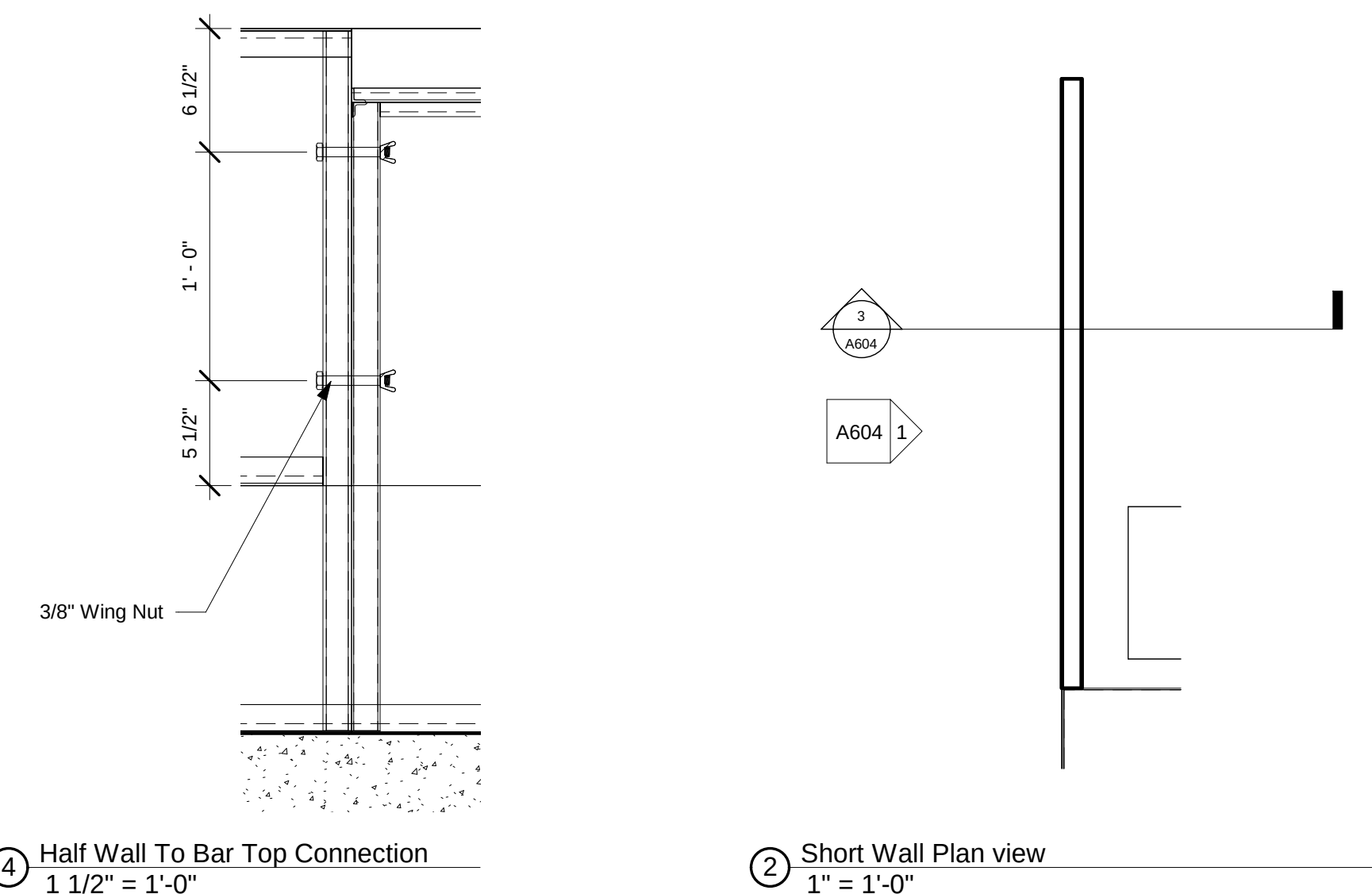
NOT FOR CONSTRUCTION

Planning Approval
03/09/21

Drawn by | WLC
Checked by | SSL

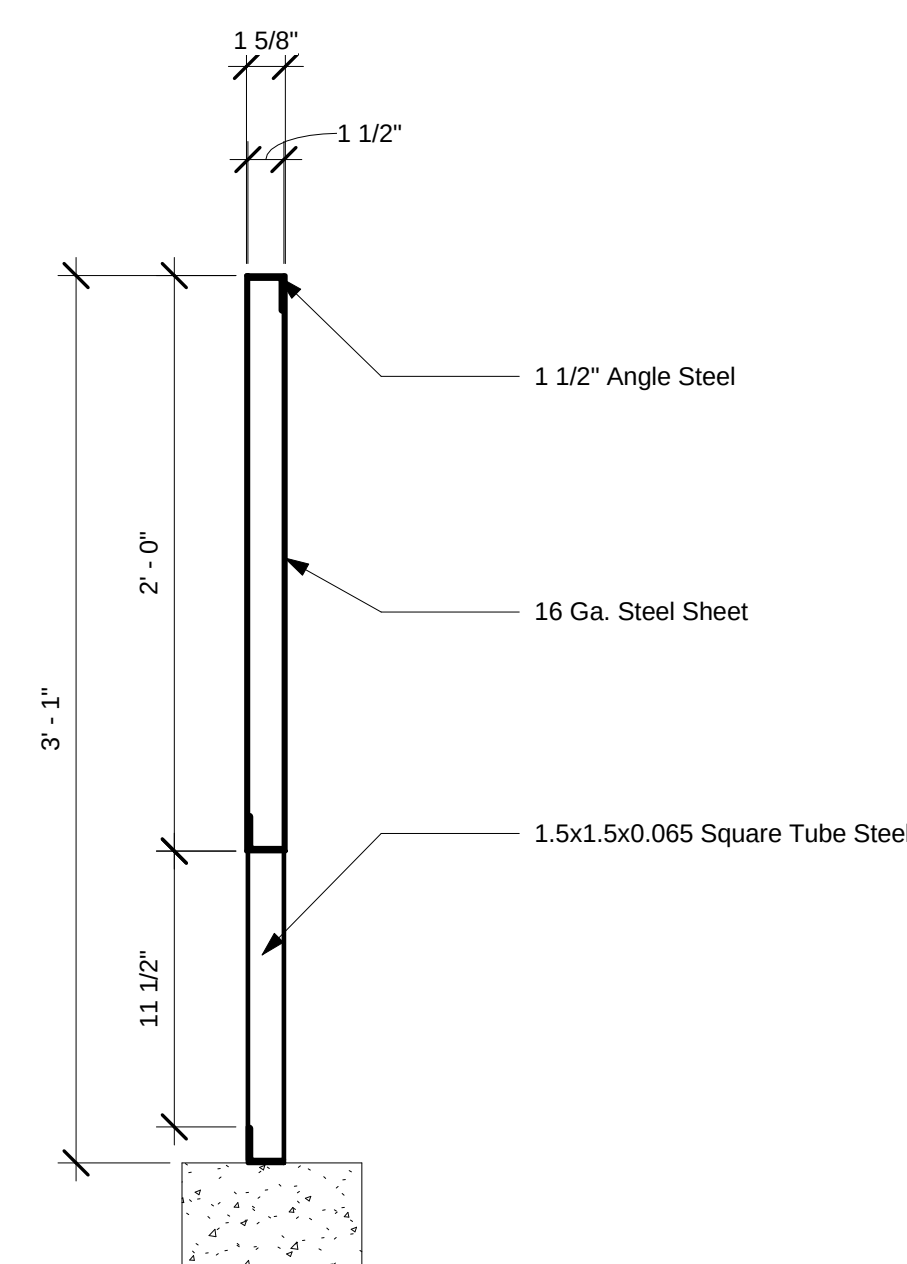
Short Exterior Wall Details A604

Scale	As indicated
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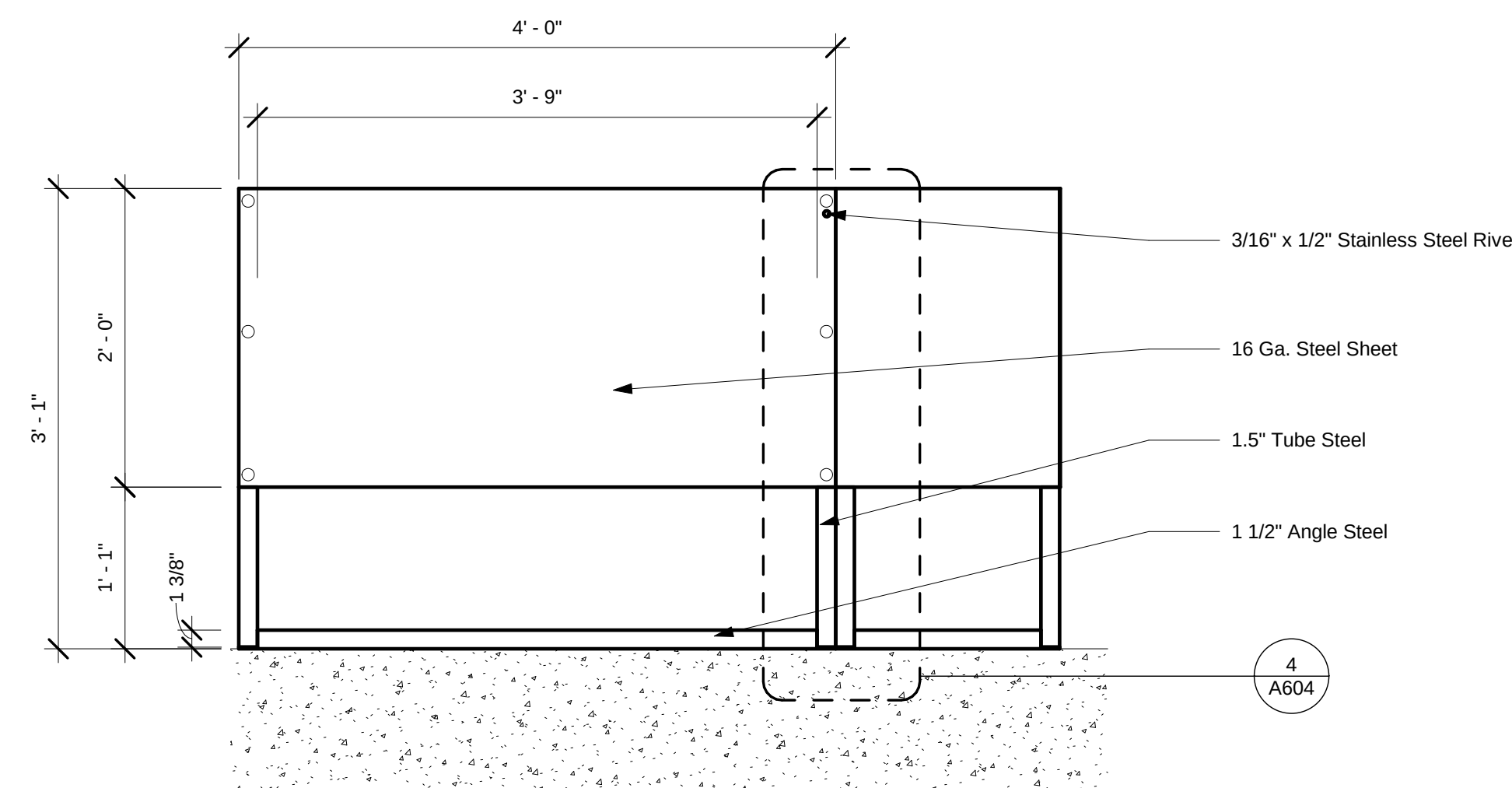


④ Half Wall To Bar Top Connection
1 1/2" = 1'-0"

② Short Wall Plan view
1" = 1'-0"



③ Short Wall Section
1 1/2" = 1'-0"



① Short Wall West
1" = 1'-0"

COMMITTEE STAFF REPORT

DATE: Monday, April 19, 2021



RESPONSIBLE STAFF

Bob Buvel

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

South Lift Station Force Main Bid Results and Contract Award - 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 Council packet.

STAFF RECOMMENDATION

Accept 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.

PROPOSED ACTIONS

ACTION: Accept 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.

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
2. Construction Agreement_South Lift Station Forcemain - J7_final with attachments

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

**CONSTRUCTION AGREEMENT
FOR SOUTH LIFT STATION FORCEMAIN
BETWEEN CITY OF MOSCOW, IDAHO
AND J7 CONTRACTING, INC.**

THIS CONSTRUCTION AGREEMENT FOR SOUTH LIFT STATION FORCEMAIN BETWEEN CITY OF MOSCOW, IDAHO AND J7 CONTRACTING, INC. (hereinafter "Agreement"), dated this _____ day of _____, 2021, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and J7 Contracting, Inc., 97 Pinkerton Road, Bonners Ferry, Idaho, 83805 (hereinafter "CONTRACTOR");

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" and amended through "Addendum No. 1", CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; and

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Drawings, Specifications and Proposal, Attachment 'A' for: South Lift Station Forcemain - City of Moscow Project No. 107-018;
2. Addenda issued prior to the opening of bids, see Attachment 'B';
3. Bid Proposal of CONTRACTOR, dated March 30, 2021, which includes Performance and Payment Bonds and Insurance Certificates, see Attachment 'C';
4. 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 of Attachment 'A'.

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:

"South Lift Station Forcemain"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall not begin prior to **May 17, 2021** and shall be substantially completed by **August 13, 2021**. Work shall be substantially complete within sixty (60) calendar days of commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

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 Project in accordance with the Contract Documents in current funds in the amount of Six Hundred Thirty-Three Thousand Six Hundred Nine and 31/100 Dollars (\$633,609.31), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Six Hundred Thirty-Three Thousand Six Hundred Nine and 31/100 Dollars (\$633,609.31) unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties

hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or Subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

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

ARTICLE 11.
EMPLOYMENT DISCRIMINATION

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

ARTICLE 12.
LEGAL FEES

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

ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER

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

**ARTICLE 14.
SPECIAL WARRANTY**

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

CONTRACTOR:

J7 Contracting, Inc.
93 Pinkerton Rd.
Bonners Ferry, Idaho 83805

CITY:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by the 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

J7 Contracting, Inc.

CITY

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for _____.

(seal)

Notary Public residing at: _____
My commission expires: _____



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

South Lift Station Forcemain

CITY OF MOSCOW PROJECT NO. 107-018

CITY OF MOSCOW, IDAHO

**Public Works Department
Engineering Division
221 East 2nd Street
(208) 883-7034**

Plans, Specifications and Proposal

For

South Lift Station Forcemain

CITY OF MOSCOW PROJECT NO. 107-018

APPROVED:



BOB BUVEL, P.E. STAFF ENGINEER

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INVITATION TO BID
CITY OF MOSCOW SOUTH LIFT STATION FORCE MAIN REPLACEMENT

The City of Moscow, Idaho is accepting sealed bids to be submitted to the business office of The Community Planning & Design Engineering Division at 221 E. Second Street, Moscow, Idaho 83843, and clearly marked "**Bid Enclosed – South Lift Station Force Main Replacement**" until **2:00 p.m.**, prevailing local time, **Tuesday, March 30, 2021** for the following project:

South Lift Station Force Main Replacement

At **2:05 p.m. on the same day**, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, on the second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This project generally consists of upgrading the South Lift Station Force Main with 2500 linear feet of 16" C-900 pipeline. Work will include tie in's to existing pipes, sidewalk and pavement restoration, a meter vault, and miscellaneous valves and appurtenances.

Complete digital Project Manual and Project Plans, may viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "South Lift Station Force Main Replacement"

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$20.00**. The Quest project number is **7637305**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

A **Pre-Bid Conference** will be held at **2:00 p.m.**, prevailing local time, **March 11th, 2021**, at the Moscow City Hall Council Chambers, 206 East Third Street, Moscow, Idaho. **All bidders are encouraged to attend.**

Questions should be directed to Kendra Ewing, City of Moscow Engineering Division, 221 East Second Street, Moscow, ID, via Email only at: kewing@ci.moscow.id.us.

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

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

Kendra Ewing, Deputy City Clerk

Publish Dates: March 6 & March 13, 2021

SOUTH LIFT STATION FORCEMAIN

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BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for SOUTH LIFT STATION FORCE MAIN, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, 221 East Second Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow, Idaho to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the City Engineer.

SOUTH LIFT STATION FORCEMAIN

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8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number _____.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. _____			
b. _____			
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for South Lift Station Forcemain as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

**CITY OF MOSCOW
SOUTH FORCE MAIN**

BASE BID					
Pay Item No.	Description	Unit	Estimated Quantity	Unit Price	Price
201.4.1.D.1	Removal of Asphalt	SY	274	\$	\$
201.4.1.D.2	Removal of Concrete Sidewalk	SY	508	\$	\$
201.4.1.D.3	Removal of Concrete Approach	SY	162	\$	\$
201.4.1.E.1	Removal of Concrete Curb	LF	482	\$	\$
303.4.1.A.1	Exploratory Excavation (non-groundwater)	HR	4	\$	\$
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	SY	773	\$	\$
502.4.1.F.1	Connection to Existing Manhole, Size 16"	EA	1	\$	\$
505.4.1.B.1	Pressure Sewer Pipe - Size 16" C-900 PVC	LF	2560	\$	\$
505.4.1.B.2	Pressure Sewer Pipe - Size 12" Ductile Iron Pipe	LF	17	\$	\$
507.4.1.D.1	Install 16" Coupling	EA	2	\$	\$
704.4.1.C.1	Vault, width 4', height 7', length 4'	EA	1	\$	\$
704.4.1.C.2	Vault, width 6', height 7', length 12.5'	EA	1	\$	\$
706.4.1.A.7	Curb and Gutter, Type B	LF	482	\$	\$
706.4.1.E.1	Concrete Sidewalks	SY	508	\$	\$
706.4.1.F.1	Concrete Driveway Approach	SY	162	\$	\$
706.4.1.H.1	Pedestrian Ramp w/ Detectable Warning Domes, Type V	EA	1	\$	\$
810.4.1.A.1	Superpave HMA, Class SP-2, 1 1/2" aggregate	SY	274	\$	\$
1003.4.1.C.1	Silt Fence	LF	943	\$	\$
1103.4.1.A.1	Construction Traffic Control	LS	1	\$	\$
2010.4.1.A.1	Mobilization	LS	1	\$	\$
SP1.4.1.A.1	12" Mag Meter	EA	1	\$	\$
SP2.4.1.A.1	Construction Staking	LS	1	\$	\$
SP3.4.1.A.1	Plug Valve, size 8"	EA	1	\$	\$
SP3.4.1.A.2	Plug Valve, size 10"	EA	1	\$	\$
SP3.4.1.A.3	Plug Valve, size 12"	EA	1	\$	\$
SP4.4.1.A.1	Hydroseeding	SY	1633	\$	\$

SOUTH LIFT STATION FORCEMAIN

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BASE BID					
Pay Item No.	Description	Unit	Estimated Quantity	Unit Price	Price
SP5.4.1.A.1	Installation of Owner Furnished 16" Gate Valves	EA	3	\$	\$
SP6.4.1.A.1	Force Main Air Release Valve Assembly	EA	1	\$	\$
SP7.4.1.A.1	Tie-In to Existing 10" Force Main	EA	1	\$	\$
TOTAL BASE BID PRICE:					\$

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2021

SOUTH LIFT STATION FORCEMAIN

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(DRAFT - DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR SOUTH LIFT STATION FORCEMAIN
BETWEEN CITY OF MOSCOW, IDAHO
AND _____**

THIS CONSTRUCTION AGREEMENT FOR SOUTH LIFT STATION FORCEMAIN BETWEEN CITY OF MOSCOW, IDAHO AND _____ (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Advertisement for Bids;
2. Project Specifications titled: South Lift Station Forcemain
City of Moscow Project No. 107-018
3. Bid/Proposal of CONTRACTOR, dated _____, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Addenda issued prior to the opening of bids, to be physically attached to this Agreement;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

SOUTH LIFT STATION FORCEMAIN

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**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:

"South Lift Station Forcemain"

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

The work to be performed pursuant to this Agreement shall not begin prior to **May 17, 2021** and shall be substantially completed by **August 13, 2021**. Work shall be substantially complete within sixty (60) calendar days of commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

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 Project in accordance with the Contract Documents in current funds in the amount of _____, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of _____ unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

SOUTH LIFT STATION FORCEMAIN

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as

provided within the Contract Documents, without the prior written consent and express authorization of CITY.

**ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED**

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

**ARTICLE 11.
EMPLOYMENT DISCRIMINATION**

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

**ARTICLE 12.
LEGAL FEES**

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover 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.

SOUTH LIFT STATION FORCEMAIN

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**ARTICLE 14.
SPECIAL WARRANTY**

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

Contractor:

City:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by the 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

CITY

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for _____.

(seal)

Notary Public residing at: _____
My commission expires: _____

SOUTH LIFT STATION FORCEMAIN

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INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

- A. It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedure in the installation of material and equipment and in the manufacture or delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, equipment and labor necessary to complete said contract in accordance with all of its terms and conditions. All contracts shall be awarded subject to those instructions to bidders.
- B. The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not stated therein or shown. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Plans and specifications are on file in the office of the City Engineer. Copies of same may be obtained electronically from www.questcdn.com for \$20.00. Additional information relative to same may be obtained from the office of the City Engineer.

IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A. Bidders shall satisfy themselves by personal examination of the plans, specifications, and site of the proposed improvement, and by any other examinations and investigation which they may desire to make, as to the accuracy of the estimate of quantities, the nature of the soil, conditions of the project site, and difficulties to be encountered.

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

- A. Bids shall be prepared and submitted upon the "Proposal" form supplied by the City Engineer. Each and every blank provided for in the "Proposal" shall be filled in with ink or typing. Proposals, which are incomplete or submitted on an unauthorized form, may be rejected as informal.
- B. After the date and hour set for the opening of the bids, no bidder may withdraw his/her proposal unless award of contract is delayed for a period exceeding the time limits described in IB-8, AWARD OF CONTRACT.
- C. If discrepancies exist between the Unit Prices and the Total Price or Bid Total amount, the CITY will use the Unit Prices and calculate a corrected Bid Total.
- D. The CITY reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the CITY.

IB-5. PROPOSAL GUARANTY

- A. Each proposal must be accompanied by cash, a certified check, bid bond, or cashier's check in an amount not less than five percent (5%) of the total amount bid. This guaranty or "Good faith token" will be held until the successful bidder has, within ten (10) days from the date of notification of award of contract, executed the contract and furnished approved separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the amount of the contract. There shall also be submitted with the surety bonds, evidence of public liability insurance coverage in amounts not less than those specified in the general specifications included herein.

IB-6. RETURN OF PROPOSAL GUARANTY

- A. Immediately after the bid prices have been compared, the Clerk will return the guaranties accompanying such proposals as in the CITY's judgment will not be considered in awarding the contract. All other proposal guaranties will be held until the contract and other legal requirements the successful bidder must execute, furnish and/or comply with, have been completed, after which they will be returned to the respective bidders whose proposals they accompany.

IB-7. QUALIFICATIONS OF BIDDER

- A. The CITY desires that this Project shall be built by a contractor who is competent and adequately financed. The CITY may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make his/her statement in such form as may seem appropriate; said statement shall be notarized.
- B. This public works project is not financed in whole or in part by federal-aid funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.
- C. The prime contractor shall submit with his/her proposal a list of the subcontractors and their license numbers.
- D. The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

IB-8. AWARD OF CONTRACT

- A. The contract will not be awarded until the CITY is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The CITY may request and the bidder must provide the CITY with a current balance sheet and a list of tools owned by the bidder.
- B. Within thirty (30) days after the opening of the proposals the CITY will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the CITY's judgment, will serve the best interest of the CITY.
- C. The contract will not be awarded until the bidder has obtained an appropriate Idaho Public Works License from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

IB-9. FAILURE TO EXECUTE CONTRACT

- A. In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the Engineer of the award of contract, the certified check, bank draft, money order or bid bond will be forfeited to the CITY as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the CITY, be awarded the contract.

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

- A. Contractors are not required to pay prevailing wages on this Project. Prevailing wages no longer are required on Public Works projects in Idaho.

IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT

- A. The contractors, in consideration of securing the business of erecting or construction public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be without the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:
1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon his/her property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 3. That, in the event of his/her default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him/her hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

IB-13. PERFORMANCE PERIOD

- A. This work shall not begin prior to May 17, 2021 and shall be substantially completed by August 13, 2021. Work shall be substantially complete within sixty (60) calendar days from the commencement of work.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

- A. The bidder shall submit a proposal for all divisions, if applicable. Considerations of proposals for each division of work shall be made separately (i.e. one bidder may be awarded one division; another bidder may be awarded one of the other divisions).

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit

prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

- A. All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void.** Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.
- B. The name, address, Idaho Public Works License Number and bid amount for each subcontractor to be utilized on the project must appear on the bid. Every subcontractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a subcontractor intends to perform work in more than one of these specialties, such a subcontractor must list its name, address, Idaho Public Works License Number, and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work). It is helpful, but not mandatory, that each subcontractor includes its specialty construction category numbers, if any, with its submission of its Idaho Public Works License Number.
- C. Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work, must include its name, address, and Idaho Public Works License Number which allow it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.
- D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

GENERAL CONDITIONS

GC-1. COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.
- B. All work shall be completed in accordance with the specifications and plans established for this project.

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Attorney	The City Attorney of Moscow, Idaho.
City	The City of Moscow, Latah County, Idaho ("CITY"), a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the CITY is to be considered the acts of the Council acting through the Mayor and Clerk.
City Engineer	The City Engineer of Moscow, Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
City Parks & Facilities Manager	The City Parks & Facilities Manager of Moscow, Idaho, and/or inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Clerk	The duly appointed City Clerk of the City of Moscow, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.

Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of Moscow, Idaho.
Engineer	The Project Engineer, if such is designated by the Contract Documents.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the "Contractor" but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.

- D. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good order, available to the Engineer, CITY, and its representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

- A. No alteration or modification of the terms and conditions of the Contract Documents, except by written change order as provided herein, will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor, CITY, and the City Engineer.

GC-5. INVESTIGATION BY BIDDERS

- A. The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate the entire bid prices submitted on their proposals. No bidder may, without the consent of CITY, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

GC-6. NON-DISCRIMINATION

- A. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or disability.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

- A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitted proposals hereunder must apply to the City Engineer for the required information or explanation before the bids are submitted.
- B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the City Engineer in writing and a copy will be filed in the office of the City Clerk. CITY will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold CITY or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

- A. Contract Form
 - 4. A copy of the construction agreement form is included in these documents.

B. Execution of Agreement

1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the agreement. Work shall be started upon written notice to proceed from the City Engineer.

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Contractor shall bind every subcontractor to the following:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
 - (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
 - (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.

- b. The Contractor agrees:

- (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
- (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be

made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

D. CITY's Right to Terminate Agreement - If the Contractor:

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.
11. Costs and charges incurred by CITY, together with the cost of completing the work under the agreement, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor

and its surety shall be liable and shall pay to CITY the amount of such excess.

E. Contractor's Right to Stop Work or Terminate Agreement:

1. If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if CITY should fail to pay to the Contractor within twenty-two (22) days of its maturity and presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to CITY and Engineer, stop work or terminate this Agreement or recover from CITY payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

1. The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of CITY nor shall the Contractor assign any moneys due or to become due to him/her hereunder, without the prior written consent of CITY. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by CITY.

GC-9. QUANTITIES FURNISHED BIDDERS

- A. Unit Price Contract. The estimates of quantities are only approximate and are for the purpose of comparing bids. CITY reserves the right to increase or decrease individual items in such amount as may be in CITY'S sole judgment, to CITY'S best interests depending upon conditions encountered or observed during the Project. It shall be CONTRACTOR'S responsibility to satisfy itself as to the accuracy of the estimates. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:
 - i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and

- ii. If there is no corresponding adjustment with respect to any other item of Work; and
- iii. If CONTRACTOR thinks that CONTRACTOR has incurred additional expense as a result thereof; or if the CITY thinks that the quantity variation entitles the CITY to an adjustment in the unit price, either the CITY or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.
Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of Unit Price Work performed by CONTRACTOR.

- B. Lump Sum Contract. The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be performed for such sums as the Engineer may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he/she deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons whom he/she has reasonable objection.

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such

conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

- A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.
- B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the

Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.

- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in CITY, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. The City may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 - 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 - 3. Failure of the Contractor to make proper payments to a subcontractor;
 - 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 - 5. Damages to another Contractor where there is evidence thereof;
 - 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.
 2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment

within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying CITY of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-

approved work shall be the responsibility of Contractor and shall not be charged to CITY.

- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11.
- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as

incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.

- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied CITY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.
- B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.

- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

- A. The Contractor shall furnish CITY a license or licenses for the use of any process or processes in connection with this Project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

- A. The Contractor shall be responsible for all work until its acceptance by the CITY.
- B. The Contractor shall be responsible for all quality control including but not limited to tests and inspections; correction, removal of defective work.
 - 1. Tests and Inspections
 - a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
 - b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.
 - c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.

e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

- A. CITY reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which CITY may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

GC-21. SIGNATURES

- A. A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the contract, the Agreement shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or contract is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the Agreement subject to the approval of the Attorney, who may, at his/her discretion, require each and every member of the co-partnership to sign the Agreement.

GC-22. ORDERS TO BEGIN WORK

- A. The successful bidder shall not begin work until after the Agreement has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the Engineer by a written "Notice to Proceed".

GC-23. ORDER OF WORK

- A. The Agreement period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.
- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.

- C. The specific details of the order of work will be established by the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule for the entire Project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability to the Engineer or CITY for Contractor's means, methods, sequences, techniques or site safety.

GC-24. EFFICIENCY OF OPERATION/LICENSING

- A. The work embraced in this Project shall be started at the earliest possible date after issuance of the Notice to Proceed, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and Agreement. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:
1. Inform the City Engineer in writing of such need; and
 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 *et seq.*
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.

- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

- A. The Contractor shall be responsible for the safety of his/her work, equipment, and materials, until the finished project is accepted by CITY.

GC-27. GUARDS AND BARRICADES

- A. The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify CITY against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

- A. Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer and Streets Department. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-29. MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the Post Office Department.
- B. It will be the Contractor's responsibility to contact the U.S. Post Office Department for their requirements in maintenance of postal service and to follow those requirements.
- C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
- D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-30. EMERGENCY WORK

- A. The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays unless such work is ordered in writing by the Engineer.

GC-31. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him/her shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence or discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such

costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.

2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

1. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. CITY shall give notice of observed defects with reasonable promptness.

C. Deductions for Uncorrected Work:

If the Engineer and CITY deem it inexpedient to correct work injured or done not in accordance with the Agreement, an equitable deduction from the agreement price and/or extended warranty shall be made therefore.

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis of quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials of a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such

requests must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.

- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

- A. The Contractor shall, within ten (10) days after receipt of this notice to proceed, submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

GC-35. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.
- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall

notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.

- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

- A. The Contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's work.

GC-37. CLEANUP

- A. The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT (http://tax.idaho.gov/forms/EFO00168_04-28-2011.pdf). Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release (http://tax.idaho.gov/forms/EFO00234_04-27-2011.pdf) from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.
- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
1. agrees with the other party to submit the Claim to another dispute resolution process; or
 2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:
- B. Those required by the Moscow City Code, such as:
- Community Forestry Ordinance §5-8-1 et seq.

Building Code	§7-1-1 et seq.
Plumbing Code	§7-1-2 et seq.
Electrical Code	§7-1-3 et seq.
Gas Code	§7-1-4 et seq.
Contractor Licensing Ordinance	§7-16-1 et seq.

- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

- A. Contractor shall comply with all statutes and regulations regarding environmental matters, including, but not limited to, matters of health, safety, exposure, disposal, reporting, mitigation, etc.

GC-43. NO THIRD PARTY BENEFICIARIES

- A. No claim as a third party beneficiary under this Agreement by any person other than Contractor shall be made or shall be valid against CITY, and CITY shall not be liable for or be held to pay any money to such person.

GC-44. COMPLIANCE WITH GRANT CONDITIONS

- A. Contractor shall comply with all conditions of, and all laws applicable to, and all policies, practices and procedures of the City applicable to, any federal, state or local grant received by the City or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work.

APPENDIX I

Construction Drawings & Civil Technical Specifications By Welch-Comer



CIVIL TECHNICAL SPECIFICATIONS INDEX AND STAMP PAGE

- SP-1 12" MAG METER
- SP-2 CONSTRUCTION STAKING
- SP-3 PLUG VALVE, SIZE 8", 10", 12"
- SP-4 HYDROSEEDING
- SP-5 16" GATE VALVES
- SP-6 FORCE MAIN AIR RELEASE VALVE ASSEMBLY
- SP-7 TIE-IN TO EXISTING 10' FORCE MAIN



46014 SOUTH LIFT STATION FORCE MAIN

SECTION 3 PLANS AND SPECIFICATIONS

The work performed shall be done in accordance with the Idaho Standards for Public Works Construction, 2017 Edition, herein after referred to as Standard Specifications, the Special Provisions, and the approved Plans.

In the case of a conflict between the Standard Specifications and the Special Provisions; the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans, Specifications, Standard Drawings, or Special Provisions describe portions of the work in general terms, but not in complete detail; it is understood that the item is to be furnished, installed complete, and installed in place. Only the best general practice is to prevail. Only materials and workmanship of the highest quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals; and do all the work involved in executing the Contract.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following amendments to the Standard Specifications take precedence over the Standard Specifications.

DIVISION 200 – EARTHWORK

Section 201 – Clearing and Grubbing

Part 3 WORKMANSHIP

Add the following section:

3.3 REMOVAL AND DISPOSAL OF MATERIALS

A. Protection

1. Locate and protect all live utilities from damage.
2. Protect benchmarks and survey monuments from damage and displacement
3. Exercise care to ensure areas outside the construction limits remain undisturbed.
4. Satisfactorily restore any damage to existing facilities or structures resulting from carelessness or negligence by the Contractor to their original condition at the Contractor's expense.

B. Removal and Disposal

1. Existing Asphalt shall be removed to clean, straight lines. Edges to be joined shall be saw cut. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be trimmed to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade of paving materials.
2. Concrete curb, sidewalk, gutters, driveways, approaches, and other miscellaneous concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1 ½ inches. Concrete sidewalk, approaches, and driveways to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, approaches, or driveways would fall within the 30 inches of a construction joint or edge,

the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be saw cut to a depth of 1 ½ inches on a near line at right angles to the curb face. Saw cutting is incidental to the associated removal item.

C. General

1. Complete the removal to the limits shown on the Contract documents or as directed by the Engineer.
2. Unless otherwise specified, all removed material shall become the responsibility and property of the Contractor.
3. Dispose of unusable material outside the construction limits in an approved location in accordance with all local, state, and federal regulations.
4. Dispose of unusable material in such a manner that no unsightly appearance will result.
5. Copies of the disposal agreement with property owners are to be furnished to the Owner upon request.

Section 202 – EXCAVATION AND EMBANKMENT

Part 3 WORKMANSHIP

3.5 SUBGRADE

Amend the following:

- G. Compact the top 12 inches of the subgrade to the minimum compacted density specified for "Embankment in Section 202.3.8". The finished grade shall not deviate more than 0.10 foot from the staked elevation at any point, nor for the sum of the deviations of any two points within 30 feet of each other.

DIVISION 300 – TRENCHING

Section 301 – TRENCH EXCAVATION

Part 3 WORKMANSHIP

3.1 GENERAL REQUIREMENTS

Amend paragraphs A to read as follows

- A. Excavate, as necessary, at the locations indicated in the Contract Documents and staked in the field for the installation of pipelines, services, utilities, and ancillary items. Excavate trenches per Contract Documents.

Section 305 – PIPE BEDDING

Part 3 WORKMANSHIP

3.11 BEDDING SYSTEM APPLICATION

Amend paragraphs A.3 to read as follows:

3. Pressure Sewer Pipes: Use Class A-1 or B-2 bedding system for rigid or flexible pressure sewer pipes.

Section 306 – TRENCH BACKFILL

Part 3 WORKMANSHIP

Amendments to the Standard Specifications

Page 2

3.3 TYPE A TRENCH BACKFILL (A-1, A-2, A-3)

Delete sections B-E and replace with the following:

B. Compaction Requirements

1. 90% Compaction: From the top of the pipe bedding to a point 1 foot below subgrade (lower zone)
2. 95% Compaction: From a point 1 foot below the subgrade to the subgrade level (upper zone)
3. Density Requirements: Relative compaction as measured by the modified proctor (ASTM D-1557 / AASHTO T150)
4. Effort: if densities fail to meet minimum requirements, provide necessary additional compactive effort until backfill densities meet specified requirements, at no additional cost to Owner.
5. Method: use A-1 compaction technique

C. Type A-1 Compaction.

1. Deposition: in layers suitable to the equipment used for compaction. Maximum lift depth of 12 inches.
2. Wetting: Wet to optimum moisture content $\pm$ 3%
3. Compaction Technique: Mechanical
4. Testing and Recomposition:
 - a. Provide on compaction test for every 50 cy of back fill material
 - b. Test shall be located at representative locations in the upper and lower zones, or as directed by the Engineer.
 - c. Areas with failing compaction test results shall be recompacted until satisfactory compaction is achieved.
 - d. Compaction test shall be taken after completion of the respective lift. Test pits shall not be used unless approved by the Engineer. Contractor shall bear all cost for excavation of the test pits standby time during testing, any re-testing, backfilling and compaction of test pits.

DIVISION 500 – SEWER

Section 502 – Manholes

Part 2 MATERIALS

2.2 MANHOLES

Amend as follows:

- A. Precast Manholes; ASTM C 478 for all components except as modified herein and as shown in Contract Documents.
- B. Cast-in-place Manholes; ASTM 478 and Section 703 – Cast-in-Place Concrete for all materials and dimensions except as modified herein or as shown in Contract Documents.

2.5 FRAMES AND COVERS

Delete paragraphs A through E and replace with the following:

- A. Manhole frame and cover shall conform to the City of Moscow Standard Drawing Number 24.

Part 3 WORKMANSHIP

3.8 PLACEMENT OF GRADE RINGS

Amendments to the Standard Specifications

Page 3

Amend paragraph A as follows;

- A. Adjust frame elevations to finish grade with grade rings or by an approved cast in place adjustment method. Maximum distance from the top of the cone to finish grade shall be no more than 18".

3.12 TESTING

Amend paragraph A to read as follows as follows;

- A. Unless otherwise directed, testing will not be required.

Section 505 – Pressure Sewers

Part 2 MATERIALS

2.6 VALVES

Amend paragraph A to read as follows:

- A. Per Section 402 – Hydraulic Valves with the following modifications. Install air release/vacuum valve per Contract Documents

2.9 MECHANICAL RESTRAINT

Add the following:

- A. Type: Standard mechanical joint restraint, gland, restraint devices for MJ fittings and appurtenances to conform to ANSI/AWWA C 111/A21.11 or ANSI/AWWA C153/A21.53.
- B. Product: EBAA iron series 2000 PV (PVC) or EBAA Iron Series 1100 Megalug (Ductile Iron Pipe) or approved substitution, and to meet requirements of ASTM F 1674. An identification number consisting of year/day/plant/shift to be cast into each gland body from which to trace test results.
- C. Application: Belowground installation as an alternate to thrust blocks is to be only upon approval of the Engineer based on service and installation conditions. Mechanical restraint shall be required at end-of-the-line caps, as shown on the Contract Documents.

Part 3 WORKMANSHIP

3.1 EXAMINATIONS

Add at end of paragraph A:

- A. Verify trench excavations are in accordance per Contract Documents.

3.2 INSTALLATION OF PRESSURE SEWERS

Add as follows:

- F. Hand trim excavation for accurate placement of pipe to elevations indicated.
- G. Maintain moisture content of bedding material, at optimum or above to attain required compaction density.
- H. Place Bedding Material in three lifts as follows:
 - 1. Bedding under pipe: Place bedding material in a continuous layer to the depth indicated on the plans. Compact to 95 percent of Standard Proctor Density.
 - 2. Bedding for Pipe Cushion: After laying pipe, install bedding material at sides of pipe up to the center of pipe (or spring line) and compact to 95 percent of Standard Proctor Density, or provide side support.
 - 3. Bedding for Pipe Cover: After compacting Bedding for Pipe Cushion, place pipe bedding from spring line over the pipe to the depth

Amendments to the Standard Specifications

Page 4

indicated on the plans and compacted to 95 percent of Standard Proctor Density (see plans for further details).

DIVISION 700 – CONCRETE

Section 704 – Precast Concrete

Part 2 MATERIALS

2.3 ACCESSORIES

Add the following paragraph;

C. Hatches: Aluminum, lockable, gas tight gasket.

1. Materials: Halliday F1R or Engineer approved equal

Part 4 MEASUREMENT AND PAYMENT

Section 4.1, Amend as follows

Measurement and payment for precast concrete includes fabrication, reinforcement, concrete, openings, delivery, installation, bearing pads, sealant, connection devices and grouting. Measurement and payment for other precast construction items are listed in other sections. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other Bid Items.

Section 706 – Other Concrete Construction

Part 2 MATERIALS

Amend as follows

2.6 Standard Details

Comply with the provided Construction Documents details for miscellaneous new concrete construction.

Part 3 WORKMANSHIP

Amend as follows

3.13 Standard Details

Comply with the provided Construction Documents details for miscellaneous new concrete construction.

Part 4 MEASUREMENT AND PAYMENT

4.1.A. Remove and replace first sentence with;

Concrete Curb and Gutter: By the linear foot for the particular type used, horizontal distance along face of curb. Include transition and curb terminus section distance at the same bid cost as for typic curb items for pay distance. Does not include distance through inlets or catch basins for pay distance. Payment for the furnishing and placing of backfill behind curb is covered by payment item 505.4.1.B.1, Pressure Sewer Pipe – Size 16" C-900 PVC.

4.1.E. Remove and replace first sentence with;

Concrete Sidewalk: By the square yard, base material needed for placing sidewalk to be covered by payment item 505.4.1.B.1, Pressure Sewer Pipe - Size 16" C-900 PVC.

4.1.F. Remove and replace first sentence with;

Concrete Driveway Approaches: By the square yard, base material needed for placing Concrete Driveway Approach to be covered by payment item 505.4.1.B.1, Pressure Sewer Pipe – Size 16" C-900 PVC.

4.1.H. Remove and replace first sentence with;

Pedestrian Ramp w/Detectable Warning Domes, Type V: By the each, base material needed for placing ped ramp to be covered by payment item 505.4.1.B.1, Pressure Sewer Pipe – Size 16" C-900 PVC.

DIVISION 800 – AGGREGATES AND ASPHALT

Section 803 – Plant Mix Aggregates

Part 2 MATERIALS

2.2 PLANT MIX AGGREGATE GRADATION

Delete all after heading and substitute the following;

The aggregate shall comply with the criteria in Section 703.05 of Idaho Department of Transportation Standard Specification for Highway Construction, and Supplementals.

Section 805 – Asphalt

Part 2 MATERIALS

Delete all after heading and substitute the following;

The asphalt shall comply with the criteria in Section 702 of Idaho Department of Transportation Standard Specification for Highway Construction, and Supplementals.

Section 810 – Plant Mix Paving

Replace Section 810 in its entirety with the following

Part 1 GENERAL

1.1 SECTION INCLUDES

- A. This work consists of constructing one or more courses of Superpave Hot Mix Asphalt (HMA) in accordance with these specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or in the Contract Documents.

1.1 RELATED SECTIONS

- A. Section 706 – Other Concrete Construction
- B. Section 802 – Crushed Aggregate

1.2 REFERENCES

- A. Idaho Standards for Public Works Construction (ISPMC), most recent edition as of the first advertising date.
- B. Idaho Transportation Department, Standard Specifications for Highway Construction, most recent edition as of the first advertising date.
- C. Idaho Transportation Department, Supplemental Specifications, most recent edition as of the first advertising date.
- D. Idaho Transportation Department, Standard Quality Assurance Special Provision, most recent edition as of the first advertising date.
- E. Western Alliance for Quality Transportation Construction (WAQTC), most current edition as of the first advertising date.

- F. AASHTO Standard Specifications for Transportation and Methods of Sampling and Testing, most current edition as of the first advertising date.

1.3 DEFINITIONS

- A. "ITD Specifications" is defined as the Idaho Transportation Department, Standard Specifications for Highway Construction, most recent edition and the Idaho Transportation Department, Supplemental Specifications, most recent edition.

Part 2 MATERIALS

2.1 JOB MIX FORMULA

- A. The Contractor shall furnish a job mix formula (JMF) for a Superpave HMA pavement that complies Superpave mixture requirements per ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials, Table 1 – Superpave Mixture Requirements. The mix shall be the class of Superpave and have the maximum aggregate size stated in the Measurement and Payment Section. The job mix shall be 1) previously tested and approved by the Idaho Transportation Department or 2) prepared by an Accredited Superpave Mix Design Technician and stamped by an Engineer licensed in the State of Idaho.
- B. Submit mix design documentation and paving plan for review a minimum of seven (7) days prior to commencement of work. Production paving shall not begin until the Engineer has found no exception with the Contractor's Job Mix. Paving plan shall include, but is not limited to, the following: number of crews, number of trucks, progression of work, haul route, joint layout, quality control, and roller pattern.
- C. The Contractor shall use an Idaho Transportation Department approved aggregate commercial source.
- D. An acceptance test strip and test strip sampling is not required.

2.2 AGGREGATES

- A. The aggregate shall comply with criteria in the ITD Specifications Section 703- Aggregates, Subsection 703.05 Aggregate for Superpave HMA Pavement.
- B. The Superpave HMA Pavement mix design shall utilize either 1/2-inch or 3/4-inch nominal maximum aggregate size, as stated in the Measurement and Payment.

2.3 RECYCLED ASPHALT PAVEMENT (RAP)

- A. Only Category 1 RAP, as defined in ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials, will be permitted.
- B. In mix designs where the RAP percentage exceeds 17%, a binder grade adjustment per ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials is required.
- C. The percentage of RAP shall not exceed 30%.

2.4 ASPHALT

- A. Asphalt per Idaho ITD Specifications Section 702.01 Asphalt.

2.5 ANTI-STRIPPING ADDITIVE

- A. All Superpave HMA designs shall use a minimum one-half percent approved liquid anti-stripping additive by weight of asphalt. Lime may be used as the anti-stripping additive, if it was included in the job mix design.

2.6 TACK

- A. Tack shall be diluted slow breaking asphalt emulsion CSS-1, STE-1, or approved equal.

Part 3 WORKMANSHIP

3.1 EXAMINATION

- A. Verify that saw cut edges are straight and vertical. If additional saw cutting is required to achieve this condition, the Contractor shall do so at no additional cost to the Owner.
- B. If paving on base aggregate, verify that the areas are graded, compacted, and ready to support paving and imposed loads. Fine grading, as required, shall be accomplished immediately prior to paving. Base course shall be approved by the Owner prior to paving.
- C. Apply a thin, uniform asphalt tack coat to the surfaces of curbing, gutters, manholes, asphalt cement pavement, Portland cement pavement, and other structure pavement that abut the new pavement in accordance with ITD Specifications Section 401.
- D. If paving on existing asphalt surface, verify that the surface is clean and a tack coat has been applied in accordance with ITD Specifications Section 401.
- E. Verify utility valve boxes, vaults, manholes, or other appurtenances in the road surface are adjusted to the appropriate grade.

3.2 HAULING AND PLACING ASPHALT

- A. Paving equipment and trucks shall be in accordance with ITD Specifications Section 405.
- B. Install work in accordance with ITD Specification 405.
- C. Stage the delivery of material and speed of the paver so that the paver stops only for unusual circumstances.
- D. To prevent adhesion of mixture, keep roller wheels moistened with water. Do not use fuel or other petroleum based oil as a release agent.
- E. In areas inaccessible to rollers, use mechanical tampers or other approved compactors.
- F. Place cold longitudinal joint at the centerline of the roadway for the top course of plant mix, unless otherwise approved. For lower courses, stagger cold joint and offset 6 inch to 1 foot from the centerline of the roadway. A joint is considered a cold joint when the temperature of the previously laid material has cooled to 175°F or less.
- G. Contractor shall employ personnel and supply testing to provide quality control during paving. The Owner's Representative will not be available to assist in the Contractor's quality control.

3.3 WEATHER LIMITATION

- A. Do not place Superpave HMA against any wet or frozen surfaces, nor use frozen aggregates in the mix.
- B. Do not place Superpave HMA when weather or surface conditions otherwise prevent the proper handling or finishing of the plant mix material.
- C. Do not start existing asphalt removal or otherwise alter the surface of existing asphalt surface unless the progress schedule realistically shows that the pavement can be replaced or completed.
- D. The available schedule set forth in Contract Documents does not alleviate the Contractor's responsibility to complete paving within the environmental requirements.
- E. Place Superpave HMA only when the air and surface temperature are in accordance with Table 1 and rising, unless otherwise approved by the Owner. Both air and surface must conform to the following minimum temperatures for all plant mix pavement operations.

Table 1
Air and Surface Temperature Limitations

Compacted Thickness of Individual Courses	Top Course	Leveling and Courses Below the Top Course
Less than 1 inch	60° F	50° F
1 inch to 2 inches	50° F	40° F
Over 2 inches	40° F	40° F

3.4 PAVEMENT SURFACE SMOOTHNESS

A. Profiling Surface

1. Regular mainline paving on compacted base shall adhere to the Surface Smoothness Schedule II target IRI values in accordance with ITD Specifications Section 405.03 Construction Requirements, Part P Surface Smoothness.
2. Overlay paving on an existing paved surface shall adhere to the requirements of 3.4-B& C, below.
3. The profiling equipment shall be selected in accordance with ITD Specifications Section 405.03 Construction Requirements, Part P Surface Smoothness.
4. Profiling will identify individual high points in excess of 0.25 inch within a 25-foot distance or less. These high points shall require corrective action, unless otherwise approved by the Owner.
5. Incentive/disincentives in the ITD Specification are not a part of this contract.

B. Straight-Edge Requirements

1. Straight edge to be an approved device 10 feet in length.
2. Perform straight edge test in areas to be determined by Engineer and randomly along the project length.
3. When straight edge is laid on the finished surface in a direction parallel or perpendicular to the centerline and the surface variation exceeds 0.25 inch from the lower edge over the length of the straight edge, high points shall be removed by grinding, unless otherwise approved by the Owner.

C. Corrective Action

1. When the requirements for smoothness are not met as defined above, the highpoints shall be ground at no expense to the Owner.
2. All grinding shall be parallel to the centerline. After grinding is completed, the ground pavement surface shall receive a fog coat in accordance with ITD Specifications Section 406 – Fog Coat.

3.5 QUALITY ANALYSIS

- A. For SP-2 mixes, the Contractor shall test the Plant Mix Aggregate Gradation and Asphalt Binder Content using WAQTC certified staff and provide the Engineer with results within 24 hours.
- B. For SP-3 and SP-4 mixes, the Contractor shall test Air Voids at Nodes and voids in mineral aggregate (VMA) at Nodes using WAQTC certified staff and provide the Engineer with results within 24 hours.
- C. The upper and lower specification limits for Superpave quality characteristics will be set by Table 2.

Table 2
Quality Characteristic Limits

Quality Characteristic	Limits				
SP 1 and SP 2 mixtures					
No. 4 (4.75 mm) sieve and larger sieves, %	C-JMF value $\pm$ 5.0				
No. 8 (2.36 mm) to No. 30 (0.60 mm) sieves, %	C-JMF value $\pm$ 4.0				
No. 50 (0.30 mm) to No. 100 (0.15 mm) sieves, %	C-JMF value $\pm$ 3.0				
No. 200 (0.075 mm) sieve and smaller sieves, %	C-JMF value $\pm$ 1.5				
Asphalt Binder Content, %	C-JMF value $\pm$ 0.3				
SP 3 – SP4 mixtures					
Laboratory Air Voids, % N_{design}	4.0 $\pm$ 1.0				
Minimum VMA, % at N_{design}	Nominal Max. Aggregate Size				
	1 1/2"	1"	3/4"	1/2"	3/8"
	11.0	12.0	13.0	14.0	15.0

❖ JMF = Job Mix Formula

- D. Minimum testing requirements are as follows: One (1) test per each day of mainline production paving, one (1) test per every 750 Tons of mainline production paving, or a minimum of three (3) tests total on the project, whichever is greater. For acceptance and pay factor analysis, a lot is defined as a minimum of three (3) tests.
- E. The Contractor shall run a Rice Gravity test in accordance with AASHTO TP-68 each day of mainline paving and provide the Engineer with results within 24 hours.
- F. If the Contractor is conducting the material characteristic acceptance testing, one common sample per day of production paving shall be taken by the Contractor and a portion given to the firm employed by the Owner (when applicable). Samples may be obtained at the plant using a sampling device, taken from the haul units, or by a plate sample in the field.
- G. The Owner may employ and pay for verification testing by a laboratory of their choosing, in which case, the Contractor must provide the samples.

3.6 COMPACTION TESTING OF ASPHALT FOR ACCEPTANCE

- A. Acceptance of Superpave HMA density will be based on the density of cores taken from the finished pavement. The Contractor shall obtain a minimum of five (5) randomly located core samples from the compacted Superpave HMA or one core per every 750 tons, whichever is greater. Random core locations will be determined by the Engineer. The cores for acceptance will be spaced along the project length including each paved mainline lane.
- B. The Contractor shall, at their expense, have the asphalt cored in accordance with WAQTC-TM-11. Coring shall be observed by the Owner's Representative and shall be immediately submitted to an independent lab for testing by Contractor at Contractor's Expense. Density of the cores shall be determined according to AASHTO T 166, Method A or AASHTO T 331.
- C. The Contractor shall repair all holes left in the pavement surface by the coring operation at no additional cost to the Owner. All repair methods and materials shall be approved prior to coring.
- D. The pavement shall be compacted to a density corresponding to a range equal to and between 92.0 percent and 95 percent of Maximum Theoretical Density based on the day's Rice Gravity results.

3.7 VERIFICATION TESTING

- A. The Owner may elect to perform verification testing. Test results will be completed and provided no later than the next calendar day. Verification test results will not be substituted for acceptance results.
- B. The verification data will be evaluated on a cumulative basis and not on a lot by lot basis as follows:

1. If the evaluation indicates the test results are consistent (t-test passes), then the Engineer will combine the Contractor's tests into lots for Quality Analysis. The lots will be used by the Engineer to represent the material produced in Quality Analysis.
2. If the evaluation indicates the test results are inconsistent (t-test fails), production shall be stopped. The Engineer will review contractor test procedures, calculations, and documentation to determine the source of the differences. Production will not be allowed to resume until the source of the differences is determined and corrected. If the source of the differences is determined to be caused by the Contractor, the Owner will not grant additional contract time.

3.8 ACCEPTANCE AND PAY FACTORS

A. Mix Characteristic Acceptance and Pay Factors

Determine the arithmetic mean, $\bar{X}$

$$\bar{X} = \frac{\sum x_i}{n}$$

Where

Σ = Summation

x_i = Individual test value

n = Total number test values

Compute the sample standard deviation, (S)

$$S = \sqrt{\frac{\sum (x_i - \bar{X})^2}{n - 1}}$$

Compute the upper quality index (Q_u).

$$Q_u = \frac{USL - \bar{X}}{S}$$

Where USL = Upper specification limit.

S = Standard deviation

$$Q_L = \frac{\bar{X} - LSL}{S}$$

Compute the lower quality index (Q_L).

Where LSL = Lower specification limit.

S = Standard deviation

Determine P_U (percent within the upper specification limit, which corresponds to a given Q_U) from Table 2. If a USL is not specified, P_U will be 100.

Determine P_L (percent within lower specification limit, which corresponds to a given Q_L) from Table 2. If a LSL is not specified or the specification is zero (0), P_L will be 100.

Determine the Quality Level (QL) (the total percent within the specification limits).

$$\text{Quality Level (QL)} = (P_U + P_L) - 100$$

For air voids, each lot will be assigned a pay factor using the following equation:

$$\frac{55 + (0.5)QL}{100}$$

For all other Quality Characteristics, use the Quality Level as defined previously and determine the pay factor from **Table 4**.

Table 3
 P_U or P_L Percent within Limits for Positive Values of Q_U or Q_L for a given Sample Size (n)

PWL	$n=3$	$n=4$	$n=5$	$n=6$	$n=7$	$n=8$	$n=9$	$n=10$ to 11	$n=12$ to 14	$n=15$ to 18
100	1.16	1.50	1.79	2.03	2.23	2.39	2.53	2.65	2.83	3.03
99	—	1.47	1.67	1.80	1.89	1.95	2.00	2.04	2.09	2.14
98	1.15	1.44	1.60	1.70	1.76	1.81	1.84	1.86	1.91	1.93
97	—	1.41	1.54	1.62	1.67	1.70	1.72	1.74	1.77	1.79
96	1.14	1.38	1.49	1.55	1.59	1.61	1.63	1.65	1.67	1.68
95	—	1.35	1.44	1.49	1.52	1.54	1.55	1.56	1.58	1.59
94	1.13	1.32	1.39	1.43	1.46	1.47	1.48	1.49	1.50	1.51
93	—	1.29	1.35	1.38	1.40	1.41	1.42	1.43	1.44	1.44
92	1.12	1.26	1.31	1.33	1.35	1.36	1.36	1.37	1.37	1.38
91	1.11	1.23	1.27	1.29	1.30	1.30	1.31	1.31	1.32	1.32
90	1.10	1.20	1.23	1.24	1.25	1.25	1.26	1.26	1.26	1.27
89	1.09	1.17	1.19	1.20	1.20	1.21	1.21	1.21	1.21	1.22
88	1.07	1.14	1.15	1.16	1.16	1.16	1.16	1.17	1.17	1.17
87	1.06	1.11	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
86	1.04	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08
85	1.03	1.05	1.05	1.04	1.04	1.04	1.04	1.04	1.04	1.04
84	1.01	1.02	1.01	1.01	1.00	1.00	1.00	1.00	1.00	1.00
83	1.00	0.99	0.98	0.97	0.97	0.96	0.96	0.96	0.96	0.96
82	0.97	0.98	0.95	0.94	0.93	0.93	0.93	0.92	0.92	0.92
81	0.96	0.93	0.91	0.90	0.90	0.89	0.89	0.89	0.89	0.88
80	0.93	0.90	0.88	0.87	0.86	0.86	0.86	0.85	0.85	0.85
79	0.91	0.87	0.85	0.84	0.83	0.82	0.82	0.82	0.82	0.81
78	0.89	0.84	0.82	0.80	0.80	0.79	0.79	0.79	0.78	0.78
77	0.87	0.81	0.78	0.77	0.76	0.76	0.76	0.75	0.75	0.75
76	0.84	0.78	0.75	0.74	0.73	0.73	0.72	0.72	0.72	0.71
75	0.82	0.75	0.72	0.71	0.70	0.70	0.69	0.69	0.69	0.68
74	0.79	0.72	0.69	0.68	0.67	0.66	0.66	0.66	0.66	0.65
73	0.76	0.69	0.66	0.65	0.64	0.63	0.63	0.63	0.62	0.62
72	0.74	0.66	0.63	0.62	0.61	0.60	0.60	0.60	0.59	0.59
71	0.71	0.63	0.60	0.59	0.58	0.57	0.57	0.57	0.57	0.56
70	0.68	0.60	0.57	0.56	0.55	0.55	0.54	0.54	0.54	0.53
69	0.65	0.57	0.54	0.53	0.52	0.52	0.51	0.51	0.51	0.50
68	0.62	0.54	0.51	0.50	0.49	0.49	0.48	0.48	0.48	0.48
67	0.59	0.51	0.47	0.47	0.46	0.46	0.46	0.45	0.45	0.45
66	0.56	0.48	0.45	0.44	0.44	0.43	0.43	0.43	0.42	0.42
65	0.52	0.45	0.43	0.41	0.41	0.40	0.40	0.40	0.40	0.39
64	0.49	0.42	0.40	0.39	0.38	0.38	0.37	0.37	0.37	0.36
63	0.46	0.39	0.37	0.36	0.35	0.35	0.35	0.34	0.34	0.34
62	0.43	0.36	0.34	0.33	0.32	0.32	0.32	0.32	0.31	0.31
61	0.39	0.33	0.31	0.30	0.30	0.29	0.29	0.29	0.29	0.29
60	0.36	0.30	0.28	0.27	0.27	0.27	0.26	0.26	0.26	0.26
59	0.32	0.27	0.25	0.25	0.24	0.24	0.24	0.24	0.23	0.23
58	0.29	0.24	0.23	0.22	0.21	0.21	0.21	0.21	0.21	0.21
57	0.25	0.21	0.20	0.19	0.19	0.19	0.18	0.18	0.18	0.18
56	0.22	0.18	0.17	0.16	0.16	0.16	0.16	0.16	0.16	0.15
55	0.18	0.15	0.14	0.14	0.13	0.13	0.13	0.13	0.13	0.13
54	0.14	0.12	0.11	0.11	0.11	0.11	0.10	0.10	0.10	0.10
53	0.11	0.09	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
52	0.07	0.06	0.06	0.05	0.05	0.05	0.05	0.05	0.05	0.05
51	0.04	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NOTE: For negative values of Q_U or Q_L , P_U or P_L is equal to 100 minus the table value for P_U or P_L . If the value of Q_U or Q_L does not correspond exactly to a figure in the table, use the next higher figure.

Pay Factors for VMA (SP-3 and SP-4 only) and Density (all mix classes)

Table 4
Pay Factor for a given Sample Size (n) and Quality Level

Pay Factor	$n=3$	$n=4$	$n=5$	$n=6$	$n=7$	$n=8$	$n=9$	$n=10$ to $n=11$	$n=12$ to $n=14$	$n=15$ to $n=18$
------------	-------	-------	-------	-------	-------	-------	-------	------------------	------------------	------------------

Amendments to the Standard Specifications

Page 12

1.00	68	74	78	80	81	82	83	84	85	86
0.99	66	72	75	77	79	80	81	82	83	85
0.98	64	70	73	75	77	78	79	80	81	83
0.97	62	68	71	74	75	77	78	78	80	81
0.96	60	66	69	72	73	75	76	77	78	80
0.95	59	64	68	70	72	73	74	75	77	78
0.94	57	63	66	68	70	72	73	74	75	77
0.93	56	61	65	67	69	70	71	72	74	75
0.92	55	60	63	65	67	69	70	71	72	74
0.91	53	58	62	64	66	67	68	69	71	73
0.90	52	57	60	63	64	66	67	68	70	71
0.89	51	55	59	61	63	64	66	67	68	70
0.88	50	54	57	60	62	63	64	65	67	69
0.87	48	53	56	58	60	62	63	64	66	67
0.86	47	51	55	57	59	60	62	63	64	66
0.85	46	50	53	56	58	59	60	61	63	65
0.84	45	49	52	55	56	58	59	60	62	64
0.83	44	48	51	53	55	57	58	59	61	63
0.82	42	46	50	52	54	55	57	58	60	61
0.81	41	45	48	51	53	54	56	57	58	60
0.80	40	44	47	50	52	53	54	55	57	59
0.79	38	43	46	48	50	52	53	54	56	58
0.78	37	41	45	47	49	51	52	53	55	57
0.77	36	40	43	46	48	50	51	52	54	56
0.76	34	39	42	45	47	48	50	51	53	55
0.75	33	38	41	44	46	47	49	50	51	53

B. Calculation of Deduction for SP-2 mixes

1. Pay factors for approaches and miscellaneous paving not placed with mainline paving shall be 1.00.
2. A Composite Pay Factor for Plant Mix Aggregate ($CPF_{(PMA)}$) will be computed as:
 $(PF_{AV}) (0.3) = CPF_{(PMA)}$
 PF_{AV} = Weighted average based on quantity of material in each lot
3. A Composite Pay Factor for Asphalt Binder Content ($CPF_{(ABC)}$) will be computed as:
 $(PF_{AV}) (0.3) = CPF_{(ABC)}$
 PF_{AV} = Weighted average based on quantity of material in each lot
4. A Composite Pay Factor for Density ($CPF_{(Dens.)}$) will be computed as follows:
 $(PF_{AV}) (0.4) = CPF_{(Dens.)}$
 PF_{AV} = Weighted average based on quantity of material in each lot.
5. Calculation of Deduction. The deduction for all Superpave plant mix pavement accepted by the Owner, excluding plant mix pavement for approaches and miscellaneous paving not placed with mainline paving, will be computed using the formula:

$$B = (A) ((CPF_{(PMA)} + CPF_{(ABC)} + CPF_{(Dens.)}) - 1) (Q)$$

B = Total deduction for all Plant Mix Pavement accepted

A = Unit Bid Price

Q = Total Quantity of Plant Mix Pavement accepted

C. Calculation of Deduction for SP-3 or SP-4 mixes

1. Pay factors for approaches and miscellaneous paving not placed with mainline paving shall be 1.00.

2. A Composite Pay Factor for Air Void ($CPF_{(AIR VOID)}$) will be computed as:

$$(PF_{AV}) (0.3) = CPF_{(AIR VOID)}$$

PF_{AV} = Weighted average based on quantity of material in each lot

3. A Composite Pay Factor for VMA ($CPF_{(VMA)}$) will be computed as:

$$(PF_{AV}) (0.3) = CPF_{(VMA)}$$

PF_{AV} = Weighted average based on quantity of material in each lot

5. A Composite Pay Factor for Density ($CPF_{(Dens.)}$) will be computed as follows:

$$(PF_{AV}) (0.4) = CPF_{(Dens.)}$$

PF_{AV} = Weighted average based on quantity of material in each lot

6. Calculation of Deduction. The deduction for all Superpave Hot Mix Asphalt accepted by the Owner, excluding plant mix pavement for approaches and miscellaneous paving not placed with mainline paving, will be computed using the formula:

$$B = (A) ((CPF_{(AIR VOID)} + CPF_{(VMA)} + CPF_{(Dens.)}) - 1) (Q)$$

B = Total deduction for all Plant Mix Pavement accepted

A = Unit Bid Price

7. Q = Total Quantity of Plant Mix Pavement accepted

3.9 INDEPENDENT ASSURANCE

- A. If the acceptance testing cannot be verified by the Owner, the Contractor may, at their expense, have independent assurance on acceptance and verification testing performed by a certified laboratory mutually agreed upon by the Owner and Contractor. The results of independent assurance will not be used as a basis of acceptance.
- B. Dispute Resolution Significant Difference: Table 5 quantifies the significant difference for differing quality assurance measures.

Table 5
Dispute Resolution Significant Difference

Characteristic	Significant Difference
Air Voids	0.5 percent
VMA	0.5 percent
Asphalt Content	0.2 percent
Percent Compaction	1 percent
#4 or Larger Sieves	4 percent
#8 to #30 Sieves	3 percent
#50 to #100 Sieves	2 percent
#200 Sieve	1.0 percent
Sand Equivalent	4

Part 4 MEASUREMENT AND PAYMENT

4.1 Use one or more of the following unit bid item(s) as designated on the Bid Schedule.

- A. Superpave HMA; by the ton. Includes all labor, material, and equipment required to perform the work. Work includes Superpave HMA of the class specified, job mix design, additives, loading, hauling, placing, compacting, profiling where applicable, testing the asphalt mix characteristics, coring and filling the holes, testing the density of the mix, and finishing asphalt and all other necessary items required to perform the work as specified. Corrective action for pavement smoothness, if required, is incidental. Saw cutting is incidental to asphalt removal.
1. Bid Schedule Description: Superpave HMA, Class SP-2, 1/2" aggregate...ton (TON)
 2. Bid Schedule Description: Superpave HMA, Class SP-2, 1/2" aggregate...square yard (SY)
 3. Bid Schedule Description: Superpave HMA, Class SP-2, 3/4" aggregate...ton (TON)
 4. Bid Schedule Description: Superpave HMA, Class SP-2, 3/4" aggregate...square yard (SY)
 5. Bid Schedule Description: Superpave HMA, Class SP-3, 1/2" aggregate...ton (TON)
 6. Bid Schedule Description: Superpave HMA, Class SP-3, 1/2" aggregate...ton (SY)
 7. Bid Schedule Description: Superpave HMA, Class SP-3, 3/4" aggregate...ton (TON)
 8. Bid Schedule Description: Superpave HMA, Class SP-3, 3/4" aggregate... square yard (SY)
- B. Deductions will be applied in accordance with Section 3.8.

DIVISION 1100 – TRAFFIC

Section 1103 – Construction Traffic Control

Part 3 WORKMANSHIP

3.1 GENERAL

Replace Paragraph B as follows

- B. Contractor to submit a Traffic Control Plan meeting City, MUTCD, and ITD requirement and obtain necessary permits for approval.

Add the following;

- L. The Contractor shall satisfy the Engineer and the City that all required traffic control materials and devices and temporary signs are at their immediate disposal prior to the Owner issuing the Notice to Proceed.
- M. The Contractor must notify all emergency services with the time and dates of street closures at least 24 hours prior to such closures.
- N. Detours within the limits of the project such as side street crossings, temporary bridges over freshly placed concrete, utilization of one or more lanes of the construction area for maintenance of traffic, and such related facilities for the maintenance of traffic shall be the responsibility of the Contractor. Costs for these items shall be considered incidental to the items in the Bid Schedule.

- O. Access shall be provided to adjacent properties at all times, except when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of curbing, approaches, and sidewalk, and trench excavations which prohibit safe vehicular traffic. Restriction of access to adjacent properties must have prior approval of the Engineer and the City. Written notice must be given by the Contractor to the affected properties at least 48 hours prior to such restriction. Notification must include dates, times, detour routes, and all other pertinent information on the restriction.
- P. Reasonable access shall be provided at all times to emergency services. The Contractor shall give 48 hours notice to all emergency services when access to the project must be restricted as set forth in section 1103.3-1.O.
- Q. Where parking is a hazard to through traffic or to the construction work, it shall be restricted entirely or, at a minimum, during the time when it creates a hazard. The Contractor shall be responsible for obtaining and placing "No Parking" signs in accordance with City code, and shall maintain the signs for as long as they are in operation. In the event that parked vehicles hinder construction, the Contractor is responsible for notifying the owner prior to removal, when the owner can be determined.
- R. The Contractor shall designate a contact person responsible for maintenance of the traffic control devices on the project. The contact person must be available by phone during non-working hours including nights, weekends, holidays, etc. The Contractor will be responsible for making such repairs as may be needed to maintain traffic accessibility and traffic control.

SP-1 12" MAG METER

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Installation of Flanged magnetic flow meter

PART 2 - MATERIALS

2.1 Mag Meter

- A. The 12" Sparling Tigermag flow meter will be used.
- B. Remote display to be mounted in a new weathertight enclosure to be mounted on existing pump control rack.
- C. Contractor to provide conduits, power, and control wiring as needed.
- D. Substitutions of any kind will not be permitted.

PART 3 - WORKMANSHIP

3.1 GENERAL

- A. Install Sparling Tigermag flow meter in accordance with manufacturer's specifications.
- B. Provide and install waterproofing gel in meter head.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Use the following unit price options as designated on the Bid Schedule. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other bid items:
 - A. Mag Meter: By the each. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.
 - 1. Bid Schedule Payment Reference: SP1.4.1.A.1
 - 2. Bid Schedule Description: 12" Mag Meter...each (EA).

SP-2 CONSTRUCTION STAKING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Field Engineering

1. Survey Monuments: During the preparation of the construction drawings, review of available records and field research was conducted to locate existing survey monuments within the project construction limits in accordance with Idaho Code 55-1613. Existing survey monuments are identified within the plans. All monuments are intended to be preserved and if destroyed the replacement of said monuments is the responsibility of the Contractor, Ref (IC 55-1613). If monuments are replaced by the Contractor, the Engineer and the Owner will be notified by the Contractor upon re-establishment of the monuments.
2. Engineer will supply design files in Civil3d 2018 format only. If contractor requires other software platforms or versions it is there sole responsibility to have the supplied files converted. Changes or anomalies that may occur during software version conversion are done at the contractor's risk.
3. A csv file with existing project control will be supplied. An existing ground surface in landXML format will be supplied.
4. Construction staking is the responsibility of the Contractor.

PART 2 - MATERIALS

NOT USED

PART 3 - WORKMANSHIP

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Use one of the following unit price options as designated on the Bid Schedule. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other bid items:

A. Construction Staking: By the lump sum.

1. Bid Schedule Payment Reference: SP2.4.1.A.1
2. Bid Schedule Description: Construction Staking...lump sum (LS).

SP-3 PLUG VALVE, SIZE 8", 10", 12"

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Install of Valves

1.2 QUALITY ASSURANCE

- A. Manufacturer's name and pressure rating marked on valve body.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store valves in shipping containers with labelling in place.
- B. Store materials on site in enclosures or under protective covering.
- C. Store rubber gaskets under cover out of direct sunlight.
- D. Do not store materials directly on the ground.

PART 2 - MATERIALS

2.1 PLUG VALVES

- A. Manufacturers: To be DeZurik plug valves, the following order codes with options are to be ordered and used.
 - 1. DeZurik 8" – Order code: PEC, 8, F1, CI, NBR, CR*GS-6-N
 - 2. DeZurik 10" – Order code: PEC, 10, F1, CI, NBR, CR*GS-6-N-ENG
 - 3. DeZurik 12" – Order code: PEC, 12, F1, CI, NBR, CR*GS-6-N
- B. Options: The following options and quantities will be ordered with the valves.
 - 1. 2" Nut for Manual Actuator to be used for each valve. Quantity: (3)
 - 2. 4' ENG stem extension to be used with 10" Plug Valve. Quantity: (1)

PART 3 - WORKMANSHIP

3.1 VALVE INSTALLATION

- A. Set valves on solid bearing.
- B. Center and plumb valve box over valve. Set box cover flush with finished grade.

3.2 EXAMINATION

- A. Verify utility valve boxes, vaults, manholes, or other appurtenances in the road surface are adjusted to the appropriate grade.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Use one of the following unit price options as designated on the Bid Schedule. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other bid items:
 - A. Plug Valves: By the each. Includes full compensation for all materials, labor equipment, and options necessary for completing the work and all appurtenances not itemized in the Bid Schedule.
 - 1. Bid Schedule Payment Reference: SP3.4.1.A.1... Plug Valve, Size 8"
 - 2. Bid Schedule Payment Reference: SP3.4.1.A.2... Plug Valve, Size 10"
 - 3. Bid Schedule Payment Reference: SP3.4.1.A.3... Plug Valve, Size 12"
 - 4. Bid Schedule Description: Plug Valve ...each (EA).

SP-3 PLUG VALVE, SIZE _____

Page 1

SP-4 HYDROSEEDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Hydroseeding

1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- C. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

PART 2 - MATERIALS

2.1 ROADSIDE/DRYLAND SEED

- A. Quality: State-certified seed of grass species as listed below for solar exposure.
- B. Quality: Seed of grass species as listed below for solar exposure, with not less than 88 percent germination, not less than 94 percent pure seed, and not more than 0.35 percent weed seed:
- C. Proportioned by weight as follows:
 - 16% Talon Canada Blue Grass
 - 39% Dural Hard Fescue
 - 39% Red Fescue
 - 6% White Dutch Clover

PART 3 - WORKMANSHIP

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

3.3 HYDROSEEDING

- A. Apply the seeded slurry with a hydraulic seeder at a rate of 2,000 pounds per acre evenly in two intersecting directions
- B. Seed shall be applied at a minimum of 31 pounds per acre
- C. Do not hydroseed area in excess of that which can be mulched on same day.
- D. Immediately following seeding, apply mulch to a thickness of 1/8 inches, maintain clear of shrubs and trees.
- E. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- F. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Includes: All labor, material, and equipment necessary to restore disturbed landscaping to, as near as possible, pre-construction conditions. Contractor shall be responsible for documenting pre-construction and post-construction conditions.
- 4.2 Excludes: Payment shall not be made for landscape restoration outside the detailed pay limits. Should damage to landscaping outside detailed pay limits occur during construction, restoration will be completed at the sole expense of the Contractor.
- 4.3 Use one of the following unit price options as designated on the Bid Schedule. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other bid items:
 - A. Hydroseed: By the Square Yard
 - 1. Bid Schedule Payment Reference: SP4.4.1.A.1
 - 2. Bid Schedule Description: Hydroseeding ...Square Yard (SY).

SP-5 16" GATE VALVES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Gate Valves

PART 2 - MATERIALS

- 2.1 Owner will supply Contractor with 16" Gate Valves.

PART 3 - WORKMANSHIP

3.1 VALVE INSTALLATION

- A. Set valves on solid bearing.
- B. Center and plumb valve box over valve. Set box cover flush with finished grade.

3.2 EXAMINATION

- A. Verify utility valve boxes, vaults, manholes, or other appurtenances in the road surface are adjusted to the appropriate grade.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Use one of the following unit price options as designated on the Bid Schedule. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other bid items:

- A. Installation of Owner Furnished 16" Gate Valves: By the each. Includes full compensation for labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

- 1. Bid Schedule Payment Reference: SP5.4.1.A.1
- 2. Bid Schedule Description: Installation of Owner Furnished 16" Gate Valves ...each (EA).

SP-6 FORCE MAIN AIR RELEASE VALVE ASSEMBLY

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Sanitary sewage drainage piping, fittings, and accessories.

1.2 RELATED REQUIREMENTS

- A. Section 201 – Clearing and Grubbing.
- B. Section 305 – Trench Backfill
- C. Section 502 – Manholes

PART 2 - MATERIALS

2.1 Air Valve

- A. Manufacturers: APCO, or Engineer Approved Equal.
- B. Model: Series 440 SCAV, 2-inch, or Engineering Approved Equal
- C. All fittings and accessories shall be stainless steel

2.2 Manhole

- A. See Section 502 - Manholes

PART 3 - WORKMANSHIP

3.1 PREPARATION

- A. Verify location of existing utilities and piping prior to beginning work. Notify Engineer if field conditions are different from the Contract Documents.
- B. Place construction traffic control devices in accordance with local jurisdiction and Section 1103 – Construction Traffic Control.

3.2 EXAMINATION

- A. Verify utility valve boxes, vaults, manholes, or other appurtenances in the road surface are adjusted to the appropriate grade.

3.3 INSTALLATION

- A. Set Valves on solid bearing
- B. Center and plumb valve box over valve. Set box cover flush with finished grade.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Use one of the following unit price options as designated on the Bid Schedule. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other bid items:

- A. Force Main Air Release Valve Assembly: By the each. Includes excavation, bedding, backfill, pipe, fittings, valve, doghouse manhole and all appurtenances not itemized in the Bid Schedule.
 - 1. Bid Schedule Payment Reference: SP6.4.1.A.1
 - 2. Bid Schedule Description: Force Main Air Release Valve ...each (EA).

SP-7 TIE-IN TO EXISTING 10" FORCE MAIN

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Tie-In to Existing 10" Force Main.

1.2 RELATED REQUIREMENTS

- A. Section 201 – Clearing and Grubbing.
- B. Section 305 – Trench Backfill
- C. Section 505 – Pressure Sewers

PART 2 - WORKMANSHIP

2.1 PREPARATION

- A. Contractor will properly drain the existing force main, 3000 feet of 10" main, using a pump truck.
- B. Contractor will provide enough pump trucks on site to haul all incoming wastewater from lift station to designated City manhole while force main is out of service.
- C. Outage to be scheduled with 48 hours' notice to City.

2.2 INSTALLATION

- A. See Section 505 – Pressure Sewers

PART 3 - MEASUREMENT AND PAYMENT

- 3.1 Use one of the following unit price options as designated on the Bid Schedule. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other bid items:

- A. Tie-in to Existing 16" Force Main: By the each. Includes full compensation for all materials, labor and equipment necessary for completing the work, including pumping and hauling wastewater out of existing Force Main, and all appurtenances not itemized in the Bid Schedule.

- 1. Bid Schedule Payment Reference: SP7.4.1.A.1
- 2. Bid Schedule Description: Tie-in to Existing 10" Force Main...each (EA).

CONSTRUCTION DRAWINGS

City of Moscow
Latah County, Idaho

SOUTH LIFT STATION FORCE MAIN

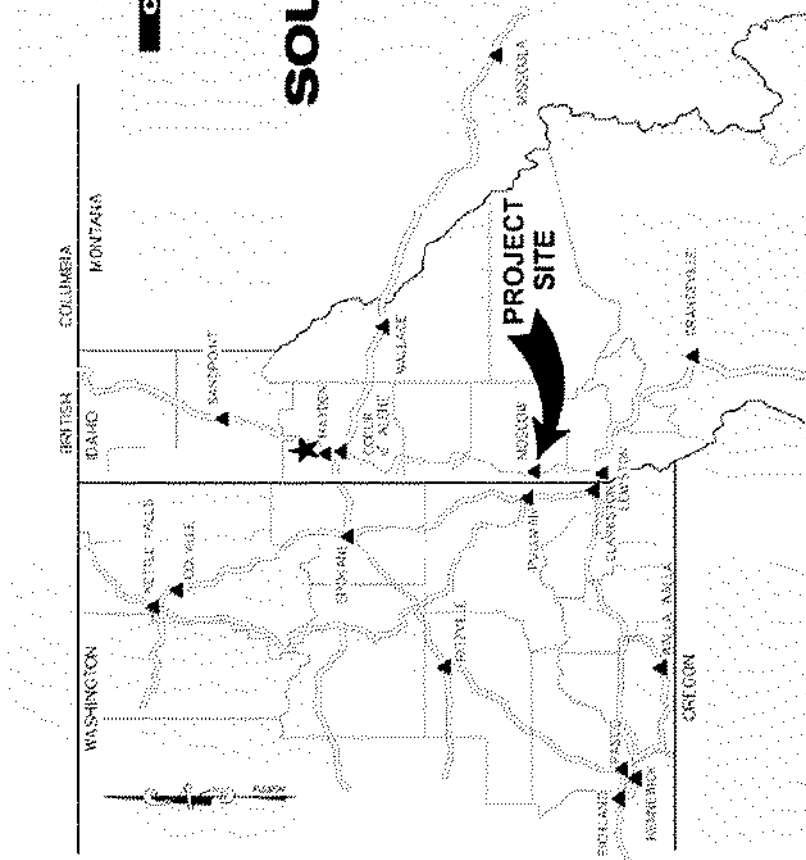
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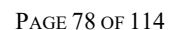
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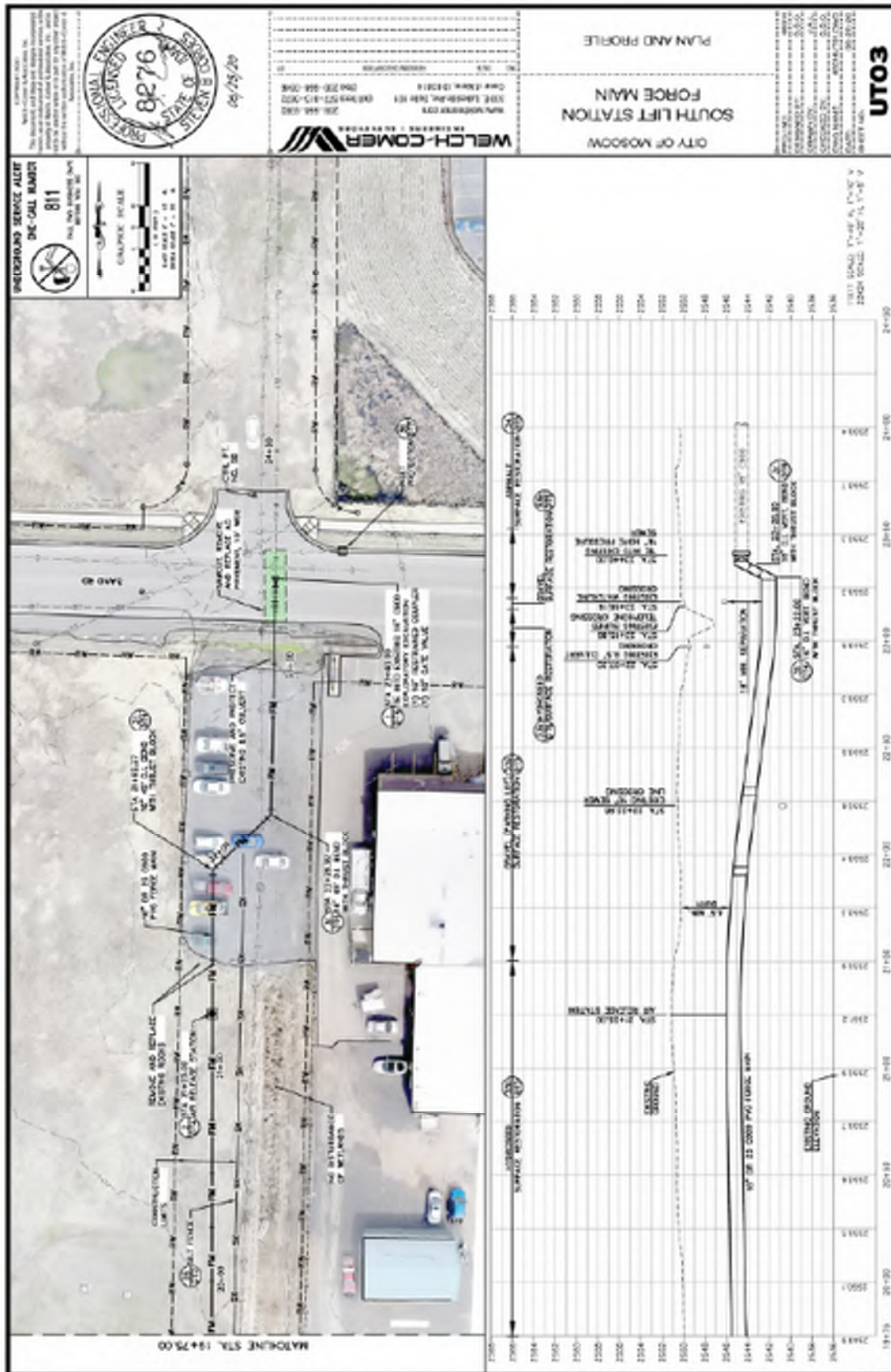


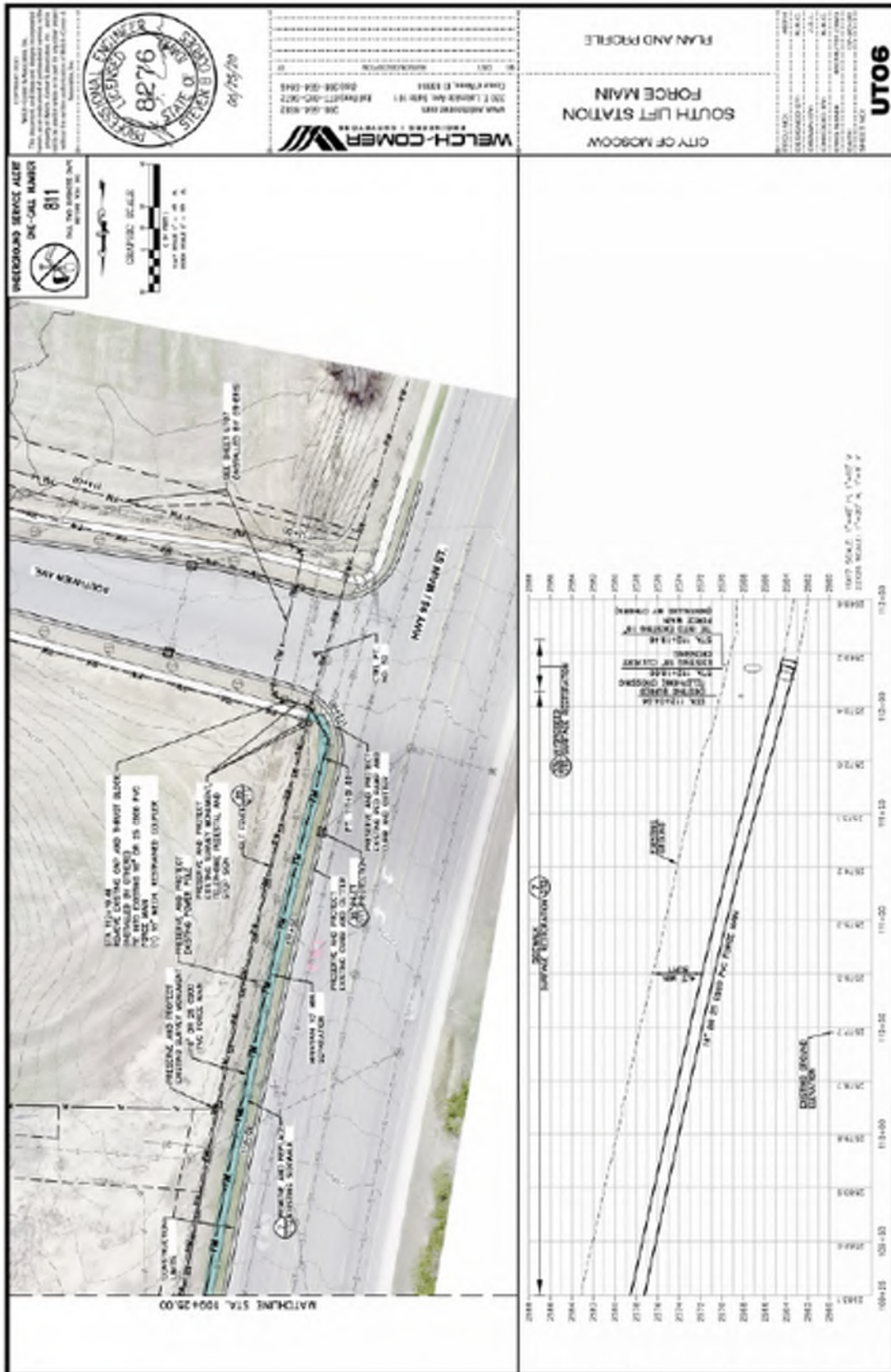
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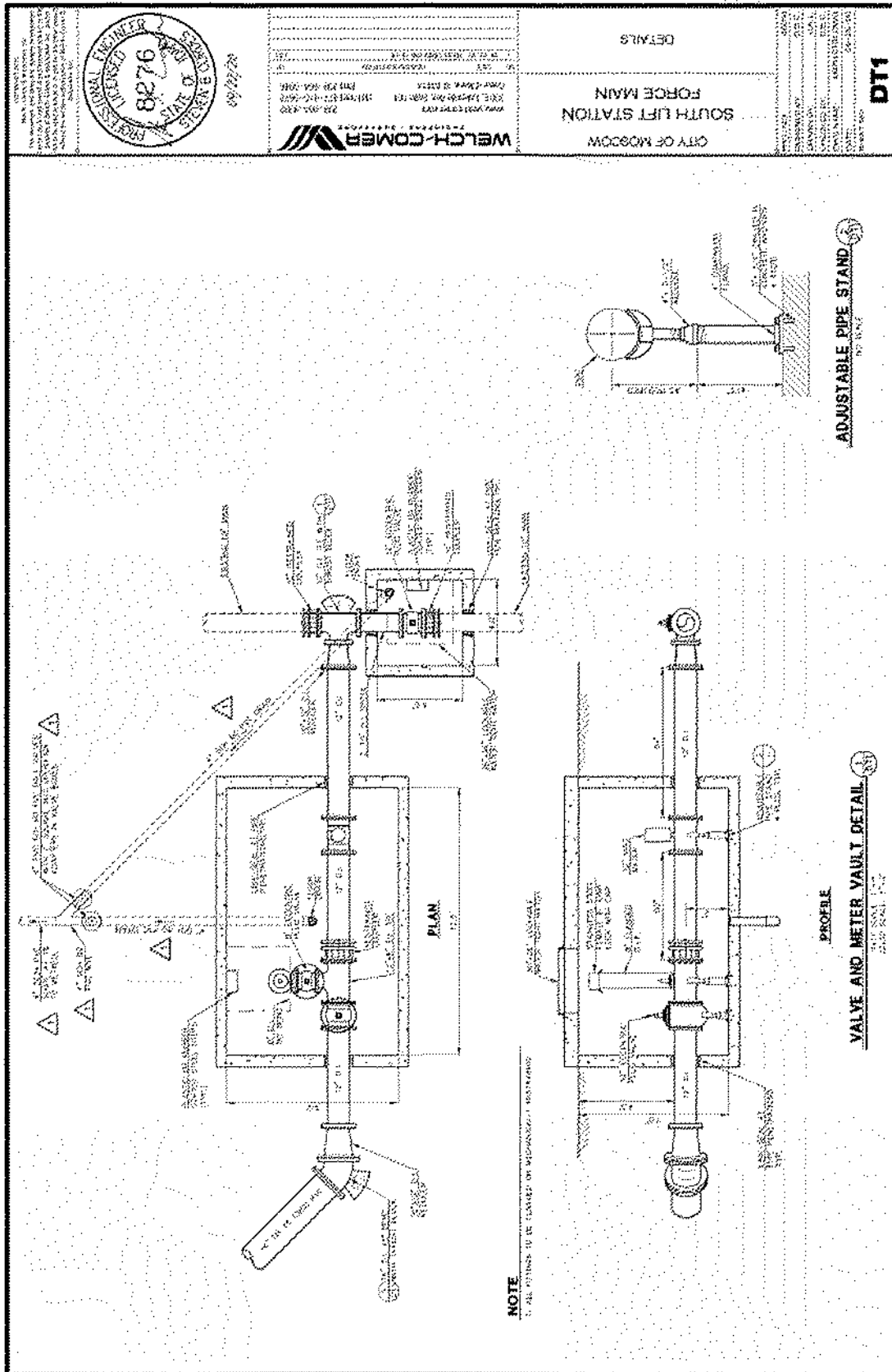
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COLEMAN, ID 83410

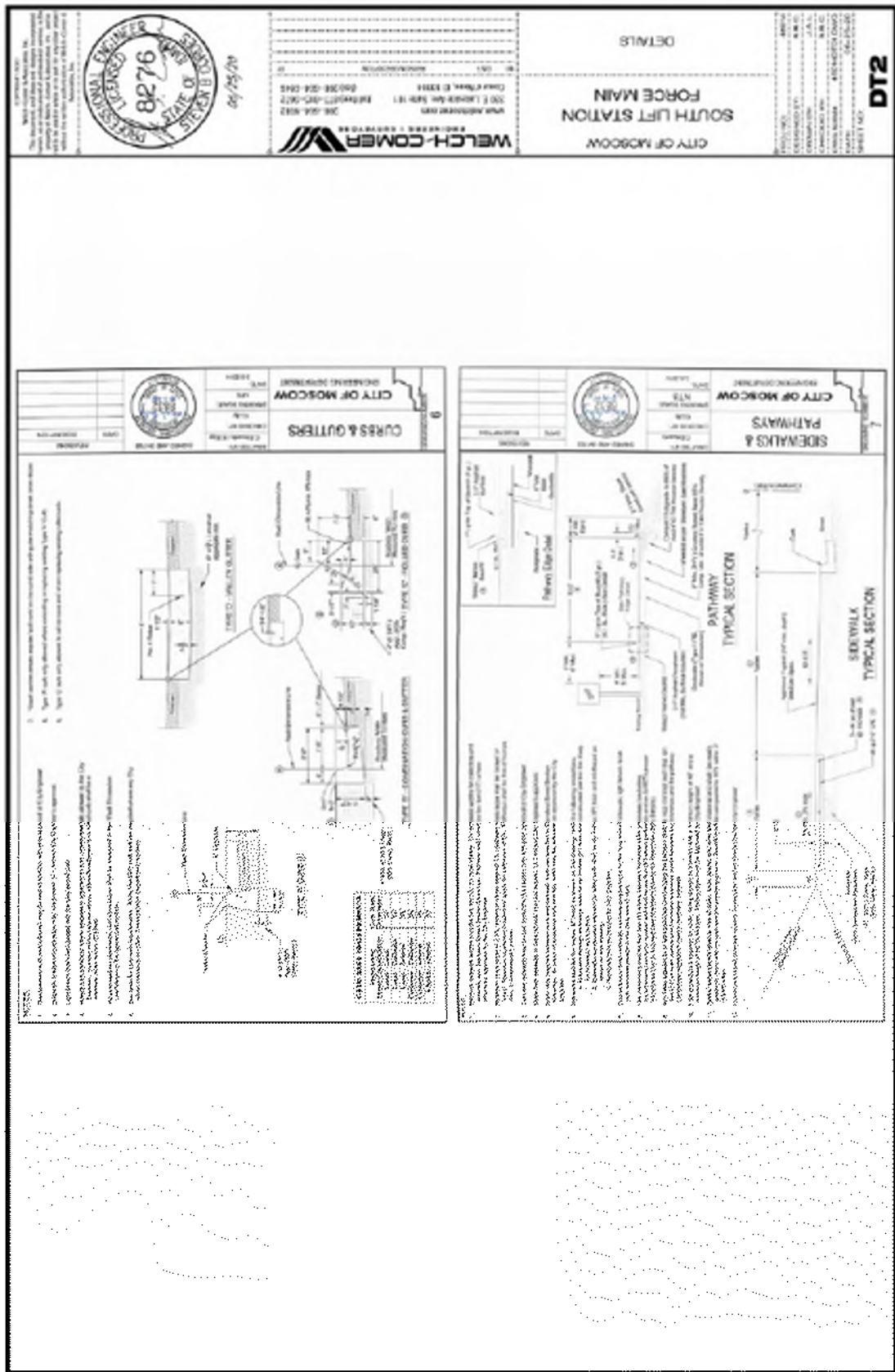














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DETAILS

**SOUTH LIFT STATION
FORCE MAIN**

CITY OF MOSCOW

SD-1

DRIVEWAY

CITY OF MOSCOW

ENGINEERING DEPARTMENT

PROJECT NO. 15-001

DATE: 10/1/15

SCALE: 1" = 10' - 0"

FIGURE 1



1. Driveway improvements including curb and gutter, sidewalk, and street lighting.

2. Driveway improvements including curb and gutter, sidewalk, and street lighting.

3. Driveway improvements including curb and gutter, sidewalk, and street lighting.

4. Driveway improvements including curb and gutter, sidewalk, and street lighting.

5. Driveway improvements including curb and gutter, sidewalk, and street lighting.

6. Driveway improvements including curb and gutter, sidewalk, and street lighting.

7. Driveway improvements including curb and gutter, sidewalk, and street lighting.

8. Driveway improvements including curb and gutter, sidewalk, and street lighting.

9. Driveway improvements including curb and gutter, sidewalk, and street lighting.

10. Driveway improvements including curb and gutter, sidewalk, and street lighting.

PEDESTRIAN RAMPS

CITY OF MOSCOW

ENGINEERING DEPARTMENT

PROJECT NO. 15-001

DATE: 10/1/15

SCALE: 1" = 10' - 0"

FIGURE 2



1. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.

2. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.

3. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.

4. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.

5. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.

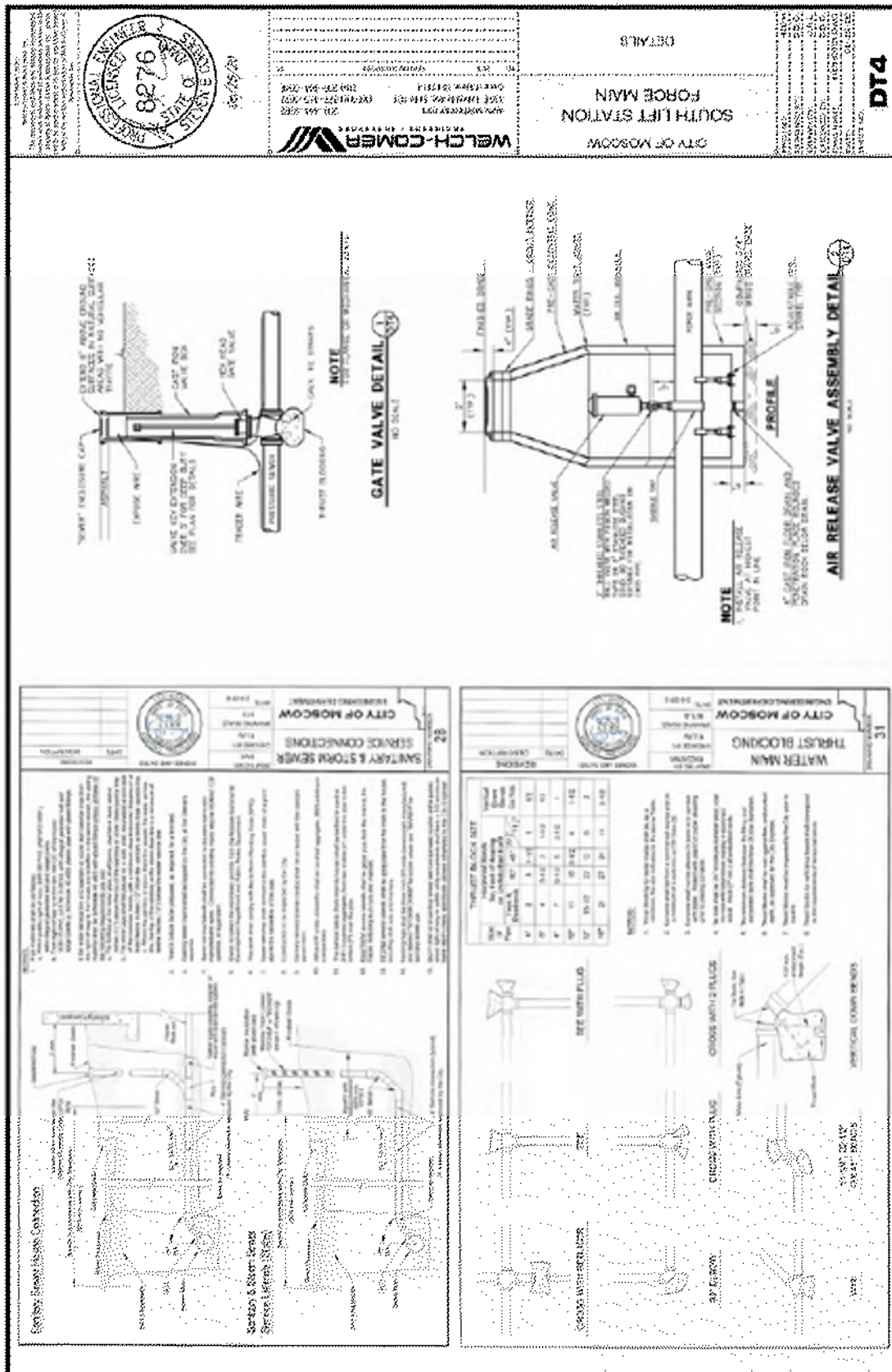
6. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.

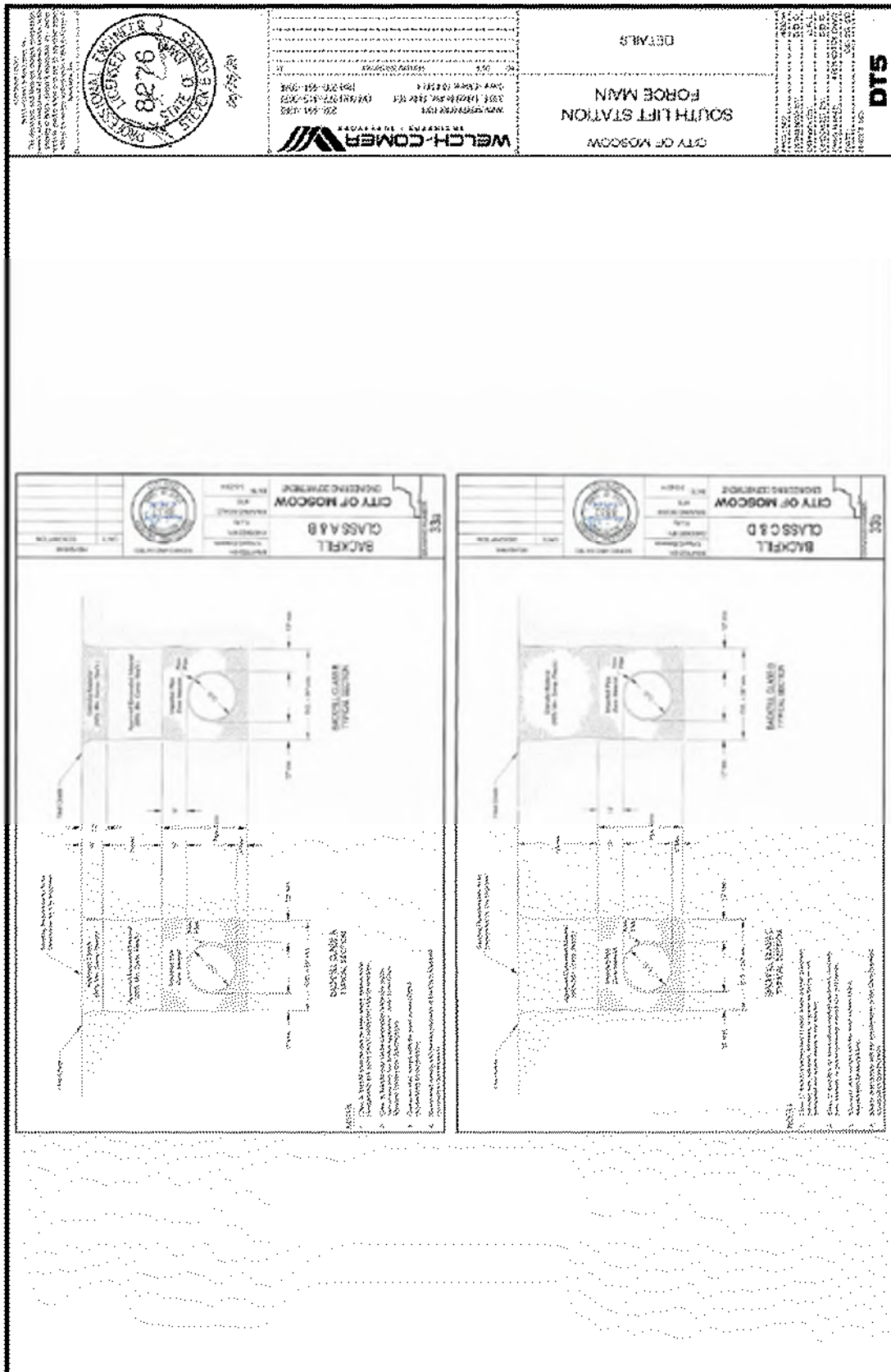
7. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.

8. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.

9. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.

10. Pedestrian ramp improvements including curb and gutter, sidewalk, and street lighting.





Attachment B

March 26, 2021

ADDENDUM NO. 1

City of Moscow Project: **SOUTH LIFT STATION FORCEMAIN**

Project No. **107-018**



The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **SOUTH LIFT STATION FORCEMAIN**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

1. PLANS, SPECIFICATIONS AND PROPOSAL, SP-7 TIE-IN TO EXISTING 10" FORCE MAIN: Amend Section 2.1 to read:

- B.** Contractor will provide enough trucks to site to haul all incoming wastewater from lift station to designated City manhole while force main is out of service. Expected flows 300-500 Gallons per hour.

Clarification: This item does not include the connections to the 16" C-900 installed by other. Those connections are incidental to line item 505.4.1.B.1-Pressure Sewer Pipe Size 16" C-900 PVC in the bid schedule.

2. CONSTRUCTION DRAWINGS: DT1

Amend Note 1 to read: **ALL FITTINGS TO BE FLANGED OR MECHANICALLY RESTRAINED AND ALL BOLTS SHALL BE STAINLESS STEEL.**

Amend the callout to the eccentric plug valve inline with the 12" ductile iron in the profile view of detail 1 to read: **12" ECCENTRIC PLUG VALVE.**

Amend the callout to the reducer attached to the 10" Ductile Iron Tee to read: **12"x10" D.I. REDUCER.**

3. CONSTRUCTION DRAWINGS: UT03

Clarification: The existing 16" Force main installed by other is 16" C-900.

4. CONSTRUCTION DRAWINGS: UT01 – UT06:

Clarification: The entire length of force main constructed with this project is to be installed in areas where asphalt pavement, concrete curb, sidewalk or gravel surfacing is either existing or anticipated (See Note 2 on DWG STD 33b on DT5 of the CONSTRUCTION DRAWINGS) The entire length shall be class D backfill.

5. PLANS, SPECIFICATIONS AND PROPOSAL, SP-4 HYDROSEEDING:

Amend section 2.2 PREPARATION to read:

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Place TOPSOIL to a 6" depth at 90% compaction. Class D backfill subgrade shall be 6" below finish grade.

6. PLANS SPECIFICATIONS AND PROPOSAL, IB-4-PREPARATION AND DELIVERY OF PROPOSAL:

Addition to the section:

- E. Price quote from pipe supplier valid at the time of bid opening shall be included with the bid documents. The quote shall include price for PVC pipe and components.

Reason: Volatility in market for PVC pipe has forced pipe suppliers to guarantee prices for timeframe shorter than CITY can process and award a contract. The price quote documentation will facilitate a unit price negotiation in the event the price of PVC pipe raises significantly between the bid opening date and the notice of award has been issued.

7. ISPWC 2017 EDITION – SECTION PRESSURE SEWER-PART 4 MEASUREMENT AND PAYMENT:

Clarification: The 12" D.I. Fittings and spools are included in the payment of item 505.4.1.B.2 Pressure Sewer Pipe Size 12" Ductile iron pipe.

SUBMITTED BY:

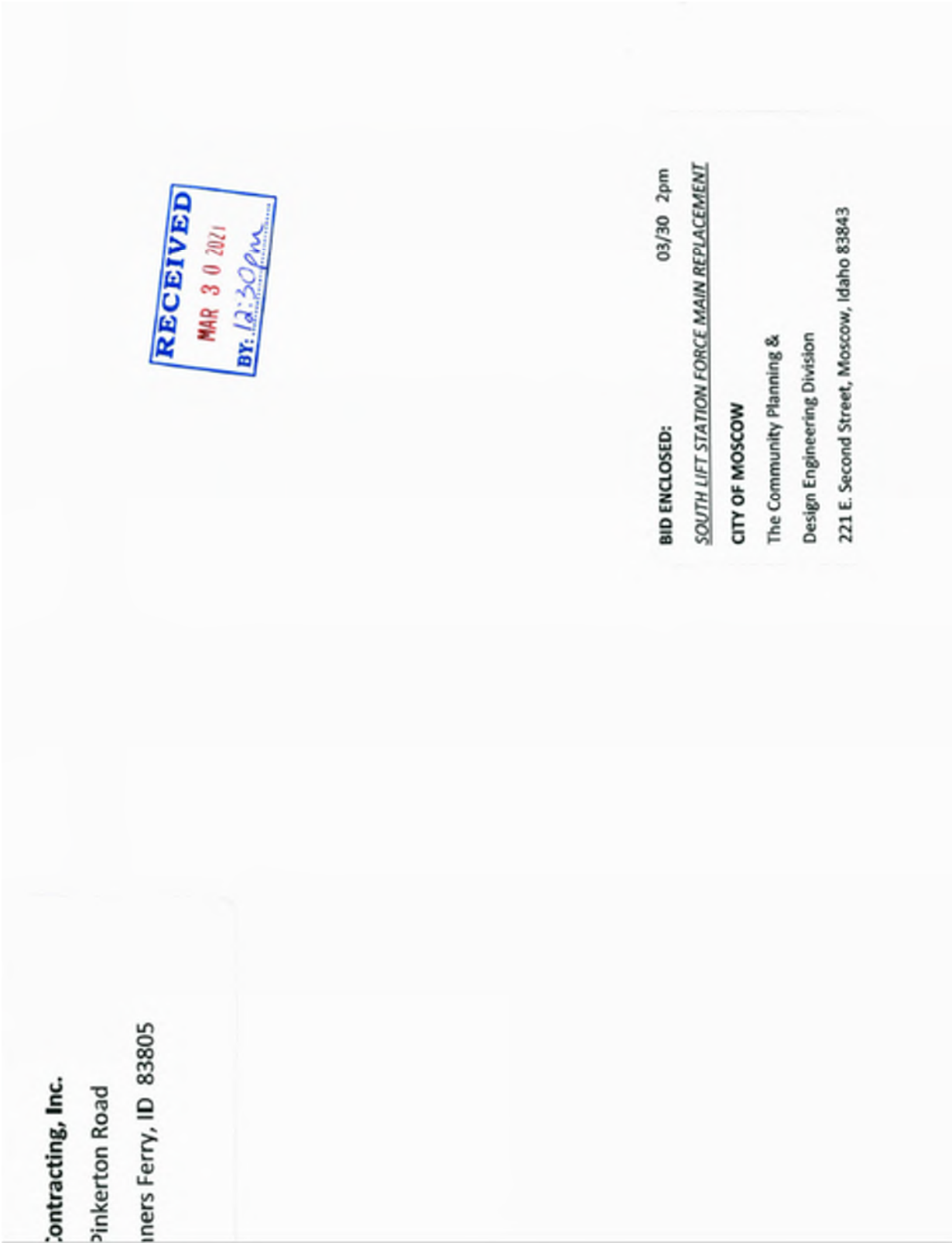
Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Firm Name of Bidder

Signature of Bidder

Title

Date



BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 03/30/21

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for SOUTH LIFT STATION FORCE MAIN, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, 221 East Second Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow, Idaho to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the City Engineer.

SOUTH LIFT STATION FORCEMAIN

PAGE 2 OF 40

8. The undersigned, as a bidder, acknowledges that Addenda Number ONE through ONE have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number 036231-AAA-1-2-4
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a. Poe Asphalt - Lewiston, ID	Asphalt Paving	PWC-C-12496	25000
b. WA Green Hydroseeding-Pasco WA	Hydroseeding	029829-D-4	3000
c. White Diamond Concrete-Newport WA	Concrete Const.	048181-CC-4	65000
d. TrafficCorp-CDA, ID	Traffic Control	PWC-C-14803	9600
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for South Lift Station Forcemain as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

SOUTH LIFT STATION FORCEMAIN

PAGE 3 OF 40

**CITY OF MOSCOW
SOUTH FORCE MAIN**

BASE BID					
Pay Item No.	Description	Unit	Estimated Quantity	Unit Price	Price
201.4.1.D.1	Removal of Asphalt	SY	274	\$ 9.60	\$ 2630.40
201.4.1.D.2	Removal of Concrete Sidewalk	SY	508	\$ 8.40	\$ 4267.20
201.4.1.D.3	Removal of Concrete Approach	SY	162	\$ 12	\$ 1944
201.4.1.E.1	Removal of Concrete Curb	LF	482	\$ 12	\$ 5784
303.4.1.A.1	Exploratory Excavation (non-groundwater)	HR	4	\$ 360	\$ 1440
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	SY	773	\$ 13.20	\$ 10203.60
502.4.1.F.1	Connection to Existing Manhole, Size 16"	EA	1	\$ 5400	\$ 5400
505.4.1.B.1	Pressure Sewer Pipe - Size 16" C-900 PVC	LF	2560	\$ 130.80	\$ 334848
505.4.1.B.2	Pressure Sewer Pipe - Size 12" Ductile Iron Pipe	LF	17	\$ 72	\$ 1224
507.4.1.D.1	Install 16" Coupling	EA	2	\$ 2280	\$ 4560
704.4.1.C.1	Vault, width 4', height 7', length 4'	EA	1	\$ 13530	\$ 13530
704.4.1.C.2	Vault, width 8', height 7', length 12.5'	EA	1	\$ 22242	\$ 22242
706.4.1.A.7	Curb and Gutter, Type B	LF	482	\$ 46.20	\$ 22268.40
708.4.1.E.1	Concrete Sidewalks	SY	508	\$ 69.60	\$ 35356.80
708.4.1.F.1	Concrete Driveway Approach	SY	162	\$ 82.80	\$ 13413.60
706.4.1.H.1	Pedestrian Ramp w/ Detectable Warning Domes, Type V	EA	1	\$ 3270	\$ 3270
810.4.1.A.1	Superpave HMA, Class SP-2, 1/2" aggregate	SY	274	\$ 96	\$ 26304
1003.4.1.C.1	Silt Fence	LF	943	\$ 6	\$ 5658
1103.4.1.A.1	Construction Traffic Control	LS	1	\$ 9600	\$ 9600
2010.4.1.A.1	Mobilization	LS	1	\$ 60000	\$ 60000
SP1.4.1.A.1	12" Mag Meter	EA	1	\$ 11310	\$ 11310
SP2.4.1.A.1	Construction Staking	LS	1	\$ 5880	\$ 5880
SP3.4.1.A.1	Plug Valve, size 8"	EA	1	\$ 2371.20	\$ 2371.20
SP3.4.1.A.2	Plug Valve, size 10"	EA	1	\$ 3753.60	\$ 3753.60
SP3.4.1.A.3	Plug Valve, size 12"	EA	1	\$ 4100.40	\$ 4100.40
SP4.4.1.A.1	Hydroseeding	SY	1633	\$ 1.87	\$ 3053.71

SOUTH LIFT STATION FORCEMAIN

PAGE 4 OF 40

BASE BID					
Pay Item No.	Description	Unit	Estimated Quantity	Unit Price	Price
SP5.4.1.A.1	Installation of Owner Furnished 16" Gate Valves	EA	3	\$ 2758.80	\$ 8276.40
SP6.4.1.A.1	Force Main Air Release Valve Assembly	EA	1	\$ 4560	\$ 4560
SP7.4.1.A.1	Tie-In to Existing 10" Force Main	EA	1	\$ 6360	\$ 6360
TOTAL BASE BID PRICE:					\$ 633,609.31

J7 CONTRACTING, INC.

Firm Name of Bidder


Signature of Bidder

General Manager
Official Title

97 Pinkerton Rd Bonners Ferry, ID 83805
Bidders Mailing Address

036231-AAA-I-2-4
Public Works License No.

Idaho
State of Incorporation if Incorporated



SEAL (if incorporated)

Dated at Bonnors Ferry, ID

This 30th day of March, 2021

SOUTH LIFT STATION FORCEMAIN

PAGE 5 OF 40

RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

WHEREAS, the Corporation desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s): **Wayne Jessop**

The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, banking, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of **J7 Contracting, Inc.**, a corporation duly formed pursuant to the laws of the state of Idaho and that the foregoing is a true record of a resolution duly adopted at a meeting of the directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on July 13th 2018, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this Friday, July 13th of 2018.

 signed
President / Secretary

Jared Jessop
J7 Contracting
97 Pinkerton Rd.
Bonners Ferry, Idaho



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J7 Contracting, Inc.
97 Pinkerton Road
Bonners Ferry, ID 83805

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

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

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

OWNER:

(Name, legal status and address)

City of Moscow
221 East 2nd Street
Moscow, ID 83843

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

South Lift Station Forcemain

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

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

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

Signed and sealed this 30th day of March, 2021

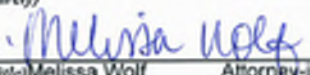

(Witness)

J7 Contracting, Inc.
(Principal) (Seal)

By: 
(Title)


(Witness) James E. Majeskey II

North American Specialty Insurance Company
(Surety) (Seal)

By: 
(Title) Melissa Wolf Attorney-in-Fact



S-C054/AS 8/10

SWISS RE CORPORATE SOLUTIONS

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Melissa Wolf

Principal: J7 Contracting, Inc.
Obligee: City of Moscow
Bond Description: South Lift Station Forcemain

Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ho, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois _____
County of Cook _____

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ho, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of March, 2021

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

March 26, 2021

ADDENDUM NO. 1

City of Moscow Project: **SOUTH LIFT STATION FORCEMAIN**
Project No. **107-018**



The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **SOUTH LIFT STATION FORCEMAIN**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

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Clarification: This item does not include the connections to the 16" C-900 installed by other. Those connections are incidental to line item 505.4.1.B.1-Pressure Sewer Pipe Size 16" C-900 PVC in the bid schedule.

2. CONSTRUCTION DRAWINGS: DT1

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Clarification: The existing 16" Force main installed by other is 16" C-900.

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Clarification: The entire length of force main constructed with this project is to be installed in areas where asphalt pavement, concrete curb, sidewalk or gravel surfacing is either existing or anticipated (See Note 2 on DWG STD 33b on DTS of the CONSTRUCTION DRAWINGS) The entire length shall be class D backfill.

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Amend section 2.2 PREPARATION to read:

3.2 PREPARATION

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- B. Place TOPSOIL to a 6" depth at 90% compaction. Class D backfill subgrade shall be 6" below finish grade.

6. PLANS SPECIFICATIONS AND PROPOSAL, IB-4-PREPARATION AND DELIVERY OF PROPOSAL:

Addition to the section:

- E. Price quote from pipe supplier valid at the time of bid opening shall be included with the bid documents. The quote shall include price for PVC pipe and components.

Reason: Volatility in market for PVC pipe has forced pipe suppliers to guarantee prices for timeframe shorter than CITY can process and award a contract. The price quote documentation will facilitate a unit price negotiation in the event the price of PVC pipe raises significantly between the bid opening date and the notice of award has been issued.

7. ISPWC 2017 EDITION – SECTION PRESSURE SEWER-PART 4 MEASUREMENT AND PAYMENT:

Clarification: The 12" D.I. Fittings and spools are included in the payment of item 505.4.1.B.2 Pressure Sewer Pipe Size 12" Ductile iron pipe.

SUBMITTED BY:

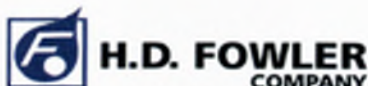
Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

J-7 Contracting
Firm Name of Bidder

[Signature]
Signature of Bidder

Manager
Title

3-30-21
Date



Hayden Branch
 2602 W Hayden Ave
 Hayden, ID 83835
 (208) 772-9060 or (877) 772-9060

QUOTATION

Date: 03/29/21

Project: SOUTH LIFT FORCE MAIN REPLACEMENT
Location: MOSCOW, ID

Quote #: Q440976
Bid Date: 03/30/21 @ 2:00pm
Estimator: Duff Simpson
duffs@hdfowler.com

Engineer:
Owner/Agency: CITY OF MOSCOW

TO CONTRACTORS:

Attached is the H. D. Fowler Company quotation for materials we are offering on the above-listed project. This quotation is based on our interpretation of the plans and specifications. To accurately bid any project, it is necessary for the contractor to perform his own item and quantity take-off. We also strongly suggest that the contractor confirm the material list before ordering. Please carefully review the Terms & Conditions of Sale which also accompany this bid.

All products quoted are furnished with the factory's standard shop coating, unless otherwise stated in our quote. The provisions for field startup and the technical service of a manufacturer's representative are not included, unless otherwise stated in our quote.

Prices quoted are based on quantities shown and are subject to revision if quantities ordered vary substantially.

Due to unstable market conditions, rising fuel and raw materials costs, HD Fowler Company requests that you carefully evaluate material costs and the duration of price protection we are able to offer and plan accordingly. We value your business and will do our best to communicate changes in market conditions while assisting you through this difficult situation. Due to current unstable price conditions, unless specifically stated otherwise, the prices in this proposal are subject to change and material will be invoiced at the prices in effect at the time of shipment.

Required drawings of any kind are not included in this proposal unless specifically stated as a line item.

Prices of fabricated piping are based on lengths shown. Contractor is advised to verify lengths, tap and seep ring locations prior to ordering. All products from our fabrication shop are made by non-union employees.

Bolt, nut, stud, gasket and other fastener products are for estimating purposes only. Required fasteners need to be determined by the contractor.

The prices quoted on pipe are based on shipping full truckloads direct from the factory. In the event quantity ordered is less than truckload, shipment would have to be combined with others to make full truck and delivery time would depend on our ability to do so.

FOB: Our Yard

Payment Terms: Net 10th Prox.
 (subject to Credit approval)

Delivery: FITTINGS AND SPOOLS: APPROX 4 -8 WKS. DEZURIK
 VALVES: APPROX 6 - 10 WKS AFTER RECEIPT OF
 APPROVED SUBMITTALS. 16" PVC PIPE: DELIVERY
 UNKNOWN AT THIS TIME.

Addenda Received for this project: 1



H.D. FOWLER COMPANY

Customer: J7 CONTRACTING INC
Estimator: Duff Simpson
Job Name: SOUTH LIFT FORCE MAIN REPLACEMENT
Location: MOSCOW, ID

Quote #: Q440976
Bid Date: 3/30/2021

Line	Qty	UoM	Description	Unit Price	Extended Price
1			NOTE: ALL PVC PRODUCTS ARE PRICE AT THE TIME OF SHIPMENT BECAUSE OF THE VOLATILE PVC MARKET.		Note
BID ITEM 502.4.1.1.F.1 .					
CONNECTION TO EXISTING MANHOLE					
SIZE 16"					
2	1		16" MANHOLE CONNECTION . KOR-N-SEAL .		No Bid
3			USE LINKSEALS , IF NEEDED. (27 LINKS IN A 20" HOLE)		Note
4	***	EA	LINK-SEAL LS-360-S EPDM & 316SS FASTENERS	20.13	***
Section Subtotal:					0.00
BID ITEM 505.4.1.B.1 .					
16" C905 PVC PIPE.					
5	2560	FT	16" CL165 DR25 C900 GASKETED PVC PIPE 20' / 22' LENGTH	28.02	71,731.20
6			THE PVC PRICE IS FOR AN ORDER BY 4/9/21 AND SHIPPED BY 4/9/21 AND ONLY IF THE RESIN IS AVAILABLE TO PRODUCE THE PIPE.		Note
7	6	RL	12 GA GREEN WIRE 500' ROLL	75.62	453.72
8	3	EA	3" MARKING TAPE SEWER GREEN NON-DETECTABLE 1000' ROLL	24.90	74.70
9			BOX PIECES FOR SD-406 DETAIL.		Note
10	***	EA	36" VALVE BOX BASE	27.17	***
11	***	EA	16" VALVE BOX TOP 6855 SLIP TYPE HEAVY DUTY DOMESTIC TYLER	69.27	***
12	***	EA	5-1/4" VALVE BOX DROP LID HEAVY DUTY FOR 6850 MARKED "SEWER" DOMESTIC TYLER	15.22	***
13			PIPE FITTINGS AND ACCESSORIES.		Note
14	1	EA	16" X 12" DI FLANGE CONCENTRIC REDUCER.(401 LINED)	1,031.30	1,031.30
15	1	EA	16" DI FLG 45 DEG ELL (401)	1,051.83	1,051.83
16	1	EA	16" MJ X FL ADAPTER (401)	778.43	778.43
17	***	EA	16" MJ X FLANGE 45 DEG ELL (401) (THIS IS AVAILABLE , IF TWO FITTINGS ARE NOT NEEDED.)	1,231.30	***
18	8	EA	16" MJ 45 DEG ELL (401)	790.61	6,324.88
19	3	EA	16" MJ 22 1/2 DEG ELL (401)	771.48	2,314.44
20	1	EA	16" MJ 11 1/4 DEG ELL (401)	797.22	797.22
21	24	EA	16" WEDGE ACTION MJ RETAINER GLAND FOR C-905 PVC PIPE	225.10	5,402.40
22	288	EA	3/4" X 4-1/2" 316 STAINLESS T-BOLT, WITH NUT	9.82	2,828.16
23	2	EA	16" BOLT KIT,304 STAINLESS STEEL, 16 EA- 1" X 4-1/2" BOLT WITH NUT,IMPORT	65.53	131.06
24	2	EA	16" 1/8" FULL FACE GASKET, NEOPRENE, 150#	10.90	21.80
25			STANDARD SERVICE MARKER (STD SD-512).		No Bid
Section Subtotal:					92,941.14

BID ITEM 505.4.1.B.2 .
PRESSURE SEWER PIPE - 12" DIP.

26	1	EA	12" X 7'0" DIP, FL X FL (401 & BIT COATED)	1,177.17	1,177.17
27	1	EA	12" X 10" DI FLG CONCENTRIC REDUCER (401)	705.74	705.74
28	1	EA	12" X 5'0" DIP, FL X PLAIN END. (401)	760.87	760.87
29	1	EA	12" MEGAFLANGE KIT FOR DI PIPE #2112 EDBA	307.05	307.05
30	1	EA	12" X 8" DI FLG TEE. (401)	1,005.22	1,005.22
31	1	EA	12" X 5'0" DIP, FL X FL (401)	939.13	939.13
32	1	EA	8" DI FLANGE 90 DEG ELL (401)	437.91	437.91
33	1	EA	8" X 4'0" DIP, FL X FL (401)	511.96	511.96
34	1	EA	8" STAINLESS STEEL CAMLOCK CONNECTION, FLG X MALE. (PT80A)	580.68	580.68
35	1	EA	8" STAINLESS STEEL CAMLOCK CAP. PT80V.	601.29	601.29
36	2	EA	12" BOLT KIT, 304 STAINLESS STEEL, 12 EA- 7/8" X 3-3/4" BOLT WITH NUT, IMPORT	37.18	74.36
37	4	EA	SET 12" 304SS BOLT AND NUT (FOR PLUG VALVE)	37.18	148.72
38	6	EA	12" 1/8" FULL FACE GASKET, NEOPRENE, 150#	7.64	45.84
39	2	EA	SET 8" 304SS BOLT AND NUT (FOR PLUG VALVE)	14.41	28.82
40	2	EA	8" BOLT KIT, 304 STAINLESS STEEL, 8 EA- 3/4" X 3-1/2" BOLT WITH NUT, IMPORT	14.41	28.82
41	4	EA	8" 1/8" FULL FACE GASKET, NEOPRENE, 150#	3.79	15.16
42	3	EA	12" ADJ SADDLE SUPPORT ZINC PLATED SIZE FOR DIP #592 STANDON	126.38	379.14
43	1	EA	2" X 60" SCH 40 GALVANIZED NIPPLE A53 ERW	42.82	42.82
44			CUT THE 2" NIPPLE TO FIT FOR THE PIPE SUPPORT RISERS.		Note
Section Subtotal:					7,790.70

BID ITEM 507.4.1.D.1.

INSTALL 16" COUPLING

45	2	EA	16" MJ SLEEVE (401)	742.26	1,484.52
46	4	EA	16" WEDGE ACTION MJ RETAINER GLAND FOR C-90S PVC PIPE	217.99	871.96
47	48	EA	3/4" X 4-1/2" 316 STAINLESS T-BOLT, WITH NUT	9.51	456.48
Section Subtotal:					2,812.96

BID ITEM 704.4.1.C.1.

VAULT 4' X 7' X 4'.

48	1		VAULT AND HATCH.		No Bid
49	20	FT	4" SCH 80 IPS PVC PIPE 20' LENGTH	4.81	96.20
50	1	EA	4" SCH 80 PVC 90 ELBOW SXS	11.20	11.20
51	1	EA	4" PVC BALL VALVE, SXS, EPDM SEAL, W/4" NUT FOR BURIED SERVICE.	472.32	472.32
52	1	EA	5" X 5' SINGLE HUB SOIL PIPE	69.44	69.44
53	1	EA	36" VALVE BOX BASE	27.17	27.17
54	1	EA	16" VALVE BOX TOP 6855 SLIP TYPE HEAVY DUTY DOMESTIC TYLER	69.27	69.27
55	1	EA	5-1/4" VALVE BOX DROP LID HEAVY DUTY FOR 6850 MARKED "SEWER" DOMESTIC TYLER	15.22	15.22
56	1	EA	VALVE STEM EXTENSION, 8FT LONG, 2" NUT X 4" SOCKET (FOR 4" PVC BALL VALVE)	87.06	87.06
Section Subtotal:					847.88

BID ITEM 704.4.1.C.2.

VAULT 8' X 7' X 12.5'.

57	1		VAULT AND HATCH.		No Bid
58	20	FT	4" SCH 80 IPS PVC PIPE 20' LENGTH	4.81	96.20
59	1	EA	4" SCH 80 PVC 90 ELBOW SXS	11.20	11.20
60	1	EA	4" SCH 80 PVC WYE SXSXS	100.82	100.82
61	1	EA	4" PVC BALL VALVE, SXS, EPDM SEAL, W/4" NUT FOR BURIED SERVICE.	472.32	472.32

62	1	EA	5" X 5' SINGLE HUB SOIL PIPE	69.44	69.44
63	1	EA	36" VALVE BOX BASE	27.17	27.17
64	1	EA	16" VALVE BOX TOP 6855 SLIP TYPE HEAVY DUTY DOMESTIC TYLER	69.27	69.27
65	1	EA	5-1/4" VALVE BOX DROP LID HEAVY DUTY FOR 6850 MARKED "SEWER" DOMESTIC TYLER	15.22	15.22
66	1	EA	VALVE STEM EXTENSION, 8FT LONG, 2" NUT X 4" SOCKET (FOR 4" PVC BALL VALVE)	87.06	87.06
67	1	EA	4" PSM ADAPTER X 4" DWV GASKETED FOR SEWER OR DRAIN	22.90	22.90
68	42	FT	4" SDR35 3034 GASKETED PVC SEWER PIPE 14' LENGTH	1.29	54.18
69	1	EA	4" PSM 45 ELBOW GASKETED FOR SEWER OR DRAIN	12.17	12.17
70	10	EA	LINK-SEAL LS-315-5 EPDM & 316SS FASTENERS	12.06	120.60
71			THE HOLES SIZE FOR THE LINKSEALS AND PVC 3034 PIPE IS 6"		Note
Section Subtotal:					1,158.55

BID ITEM SP3.4.1.A.1 - 8"

PLUG VALVE

72	1	EA	8" DEZURIK FLANGE PLUG VALVE, PEC, F1, CL, NBR, CR GS-6-N, W/2" NUT	1,010.87	1,010.87
Section Subtotal:					1,010.87

BID ITEM SP3.4.1.A.2 - 10"

PLUG VALVE

73	1	EA	10" DEZURIK FLG PLUG VALVE, PEC, F1, CL, NBR, CR GS-6-N-ENG5, 2" NUT / ENGS X 4FT LONG EXTENSION	1,783.70	1,783.70
74	2	EA	SET 10" 304SS BOL AND NUT (FOR PLUG VALVE)	36.47	72.94
75	2	EA	10" 1/8" FULL FACE GASKET, NEOPRENE, 150#	5.83	11.66
Section Subtotal:					1,868.30

BID ITEM SP3.4.1.A.3 - 12"

PLUG VALVE

76	1	EA	12" DEZURIK FLANGE PLUG VALVE, PEC, F1, CL, NBR, CR GS-6-N W/ 2" NUT	1,968.48	1,968.48
Section Subtotal:					1,968.48

BID ITEM SPS.4.1.A.1.

INSTALLION OF OWNER FURNISHED

16" GATE VALVES

77	3	EA	36" VALVE BOX BASE	27.17	81.51
78	3	EA	16" VALVE BOX TOP 6855 SLIP TYPE HEAVY DUTY DOMESTIC TYLER	69.27	207.81
79	3	EA	5-1/4" VALVE BOX DROP LID HEAVY DUTY FOR 6850 MARKED "SEWER" DOMESTIC TYLER	15.22	45.66
80	***	EA	16" BOLT KIT, 304 STAINLESS STEEL, 16 EA- 1" X 4-1/2" BOLT WITH NUT, IMPORT	65.53	***
81	***	EA	16" 1/8" FULL FACE GASKET, NEOPRENE, 150#	10.90	***
82	***	EA	16" WEDGE ACTION MJ RETAINER GLAND FOR C-905 PVC PIPE	217.99	***
83	***	EA	3/4" X 4-1/2" 316 STAINLESS T-BOLT, WITH NUT	9.51	***
Section Subtotal:					334.98

BID ITEM SP6.4.1.A.1.

FM AIR RELEASE VALVE ASSEMBLY

84	1		MANHOLE AND LID.		No Bid
85	1	EA	16" X 2" IPT ROMAC #305 SST SADDLE FOR 16" C905 PVC PIPE	264.27	264.27
86	2	EA	2" X 3" SCH 40 304SS WELDED NIPPLE T&E	12.75	25.50
87	1	EA	2" 316 STAINLESS STEEL BALL VALVE STD PORT THREADED	95.92	95.92

88	1	EA	2" APCO 440SCAV SEWAGE AIR VALVE W/ BACKFLUSH ATTACHMENTS. (ASC, 2, 445, T1, D1, R732-NBR-S1-BR-DI BFK.)	1,858.70	1,858.70
Section Subtotal:					2,244.39

**BID ITEM SP7.4.1.A.1 - TIE-IN
TO EXISTING 10" FORCEMAIN.**

89	2	EA	10" MEGAFLANGE KIT FOR DI PIPE #2110 EB8A	239.50	479.00
90	1	EA	10" X 2'0" DIP, FL X GRV (401 & BIT)	379.35	379.35
91	1	EA	10" #341 VIC-FLANGE DI PIPE SIZE WITH M GASKET T37-77 PRIMER PAINT VICTAULIC	524.10	524.10
92	1	EA	10" DI FLANGE TEE (401)	832.35	832.35
93	3	EA	10" BOLT KIT, 304 STAINLESS STEEL, 12 EA: 7/8" X 3-3/4" BOLT WITH NUT, IMPORT	49.41	148.23
94	3	EA	10" 1/8" FULL FACE GASKET, NEOPRENE, 150#	5.83	17.49
95	20	EA	LINK-SEALS-400-S EPDM & 316SS FASTENERS	20.13	402.60
Section Subtotal:					2,783.12
Approximate Total					115,761.37

NOTE: *** = Contractor to Determine Quantity. Items marked *** are not included in totals.

H. D. Fowler Co., Inc. TERMS AND CONDITIONS OF SALE



H.D. FOWLER COMPANY

This Agreement governs with respect to the sale and purchase of the material ordered by Purchaser and sold by H. D. Fowler Co., Inc. (Fowler). This Agreement constitutes the entire agreement between Fowler and Purchaser, it will not be amended, altered, or changed except by a written agreement signed by both parties. Purchaser's acceptance of the material shall conclusively evidence Purchaser's acceptance of these terms and conditions.

2. SHIPPING AND DELIVERY

Shipment or delivery dates are estimates only. Fowler will not be liable for any failure or delay in making shipment or delivery caused by any contingency beyond Fowler's control, or the control of Fowler's vendors, with whom Fowler has contracted to deliver this offer to sell materials to Purchaser. Such contingencies include but are not limited to: labor conditions, material shortages, carrier delays, acts of God, fire, weather, accidents, embargoes, war, insurrection, riots, government regulations, pandemics, or other causes beyond the control of Fowler and its vendors. Any time periods for Fowler's performance under this Agreement shall be extended accordingly. When materials are sold freight on board (FOB) shipping point or FOB shipping point freight allowed, Fowler's responsibility for loss or damage terminates upon acceptance of material by the carrier. When sold FOB destination, Fowler's responsibility for loss or damage terminates upon tender of delivery by the carrier. Upon receipt of shipment,

3. RETURNS

Except as otherwise provided herein, material may not be returned without Fowler's prior written consent, in its sole discretion. If a return is approved by Fowler, standard items normally carried in Fowler's stock, returned in a new condition, will be credited less fifteen percent (15%) to cover handling costs. Special items manufactured to order may not be returned. All returned material must be shipped freight prepaid and the risk of loss will remain with the Purchaser until Fowler receives the materials.

4. TAXES

Purchaser shall be responsible for the payment of all federal, state, provincial, county, local, or government taxes, including but not limited to, sales tax, use tax, value added tax, goods and services tax, or other excise tax that may be applied to the material (Taxes), and shall defend, indemnify and hold Fowler harmless from those Taxes. Fowler shall be responsible for any tax based solely upon its net income. Purchaser may supply Fowler with a valid Resale Certificate or other form certifying an exemption from the payment of Taxes from the taxing authority having proper jurisdiction over the order.

5. PAYMENT TERMS

Fowler will submit invoices to Purchaser upon the shipment of materials. Invoices shall be paid by Purchaser on or before the tenth (10th) day of the following month. Late payments shall accrue interest at the rate of one percent (1%) per month until paid, commencing on the first (1st) day of the month after the month in which payment was due. Prices are based on current published freight rates and are subject to adjustment if freight rates are increased. Prices include domestic packing for commercial truck shipment only. Fowler's offer herein is subject to approval by Fowler's Credit Department after Purchaser's acceptance.

If Purchaser fails to comply with terms of payment or rate, or if Purchaser's financial responsibility becomes impaired or unsatisfactory to Fowler, Fowler reserves the right to withhold further deliveries or partially filled orders and to require payment in advance or satisfactory security or guarantee that monies will be paid when due. Purchaser agrees to accept and pay for partial shipments.

6. LIMITED WARRANTY; LIMITATION OF LIABILITY

The materials supplied hereunder are subject to the relevant third-party manufacturers warranties, which shall pass to Purchaser to the extent assignable. When provided reasonable notice, Fowler agrees to use commercially reasonable efforts to assist Purchaser with pursuing remedies under the manufacturers warranties for up to one (1) year from the date of sale, provided that Fowler shall not be required to incur any expenses. FOWLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOWLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE DESIGN OF THE PROJECT IN WHICH THE MATERIALS WILL BE INSTALLED. FOWLER SHALL NOT BE REQUIRED TO HOLD THE MATERIALS FREE OF THE CLAIM OF ANY THIRD PERSON BY WAY OF PATENT OR TRADEMARK INFRINGEMENT, PROVIDED THAT THE FOREGOING SHALL NOT BE DEEMED TO AFFECT ANY REMEDIES AVAILABLE TO PURCHASER UNDER APPLICABLE THIRD-PARTY MANUFACTURERS WARRANTIES.

IN NO EVENT SHALL FOWLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES AND/OR LOSS OF PROFITS BASED ON PRODUCT LIABILITY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE. FOWLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES, DAMAGES, LIABILITIES, AND/OR INDEMNITIES ARISING UNDER OR RELATING TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, SHALL BE LIMITED TO THE PURCHASE PRICE PAID TO FOWLER FOR THE APPLICABLE MATERIALS THAT ARE THE SUBJECT OF THE CLAIM.

7. INDEMNIFICATION

Purchaser agrees to defend, indemnify, and hold Fowler harmless from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with the material to be furnished under this Agreement, even though such claims may prove to be false, groundless, or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below. Purchaser's duty to indemnify Fowler shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the sole negligence of Fowler. Purchaser's duty to indemnify Fowler for liability for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the concurrent negligence of Fowler and Purchaser, shall apply only to the extent of negligence of Purchaser. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation,

8. TERM AND TERMINATION

The terms of this Agreement shall survive the completion, suspension or termination of this Agreement and the exchange of material governed under this Agreement.

9. SUCCESSORS AND ASSIGNS

Fowler's successors and assigns shall be entitled to assume the liabilities and obligations, and succeed to the rights and interests, of Fowler under this Agreement at any time and without limitation. This Agreement may not be assigned by Purchaser without Fowler's prior written consent, in Fowler's sole discretion.

10. MEDIATION AND BINDING DISPUTE RESOLUTION

In the event of any dispute relating to this Agreement, the parties agree to enter into mediation under the Construction Industry Rules of the American Arbitration Association. The costs of the mediator shall be paid equally. The parties agree that mediation shall occur in Seattle, Washington. In the event mediation fails to resolve the dispute, the parties agree to submit any and all disputes to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The parties agree that arbitration shall occur in Seattle, Washington. In any arbitration proceeding between Fowler and Purchaser, the prevailing party shall be awarded its reasonable attorneys fees and costs. The parties shall mutually agree upon the mediator or arbitrator, as applicable, to be used for the dispute resolution procedures set forth above. If the parties do not mutually agree to a mediator or arbitrator, either party may apply to the King County Superior Court, requesting the appointment.

11. APPLICABLE LAW

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington without giving effect to principles regarding conflict of laws.

12. Waiver or Dismissal

No delay or omission to exercise any right, power, or remedy accruing to either party upon any breach or default of the other party hereunder shall impair any such right, power, or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein, or of any similar breach or default thereafter occurring. A waiver of a breach or default by a party shall not be deemed to be a waiver of any other breach or default.

13. SEVERABILITY

In the event any provision herein should be held unenforceable, such provision shall be deemed so that it will be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being affected, impaired, or invalidated thereby in any way.

14. Rules of Construction

The parties acknowledge that they have been represented by, or had an opportunity to consult with, competent counsel with respect to this Agreement and therefore waive the application of any law, regulation, holding, or rule of construction providing that ambiguity in an agreement will be construed against the party drafting such agreement.

15. Effect of Headings

The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

H.D. Fowler Company, Inc.
Terms and Conditions of Sale 2020

COMMITTEE STAFF REPORT

DATE: Monday, April 19, 2021



RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Public Hearing: Ordinance Amending Title 4, Chapter 6 of Moscow City Code Regarding Amendments to the Outdoor Lighting Code for Public Art (ACTION ITEM) - Mike Ray

DESCRIPTION

With the installation of the recent Homecoming public art project at the north couplet, there has been some discussion among staff regarding the lighting of public art in the City. Currently the majority of lighting is required to be full cut-off with up-lighting only permitted in certain circumstances. The Arts Department requested that the Planning and Zoning Commission review the current lighting ordinance to see if there's a possibility of providing an exemption from the full cut-off requirement for freestanding public art. The Commission conducted a special meeting on January 11, 2021 and reviewed different lighting options at the Helioterra public art installation. The Commission then directed Staff to prepare an ordinance amending the lighting code to allow up-lighting for public art. The Commission conducted a public hearing on the proposed ordinance on March 10, 2021 and recommended approval to City Council. This item was reviewed by the Administrative Committee on April 12, 2021.

STAFF RECOMMENDATION

After considering public testimony, approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

PROPOSED ACTIONS

PROPOSED ACTIONS: After considering public testimony, approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Public Hearing Notice
2. Ordinance 2021- PublicArtLighting_final
3. Staff Memo
4. 2020_C Main_The Homecoming_Lighting Memo to P Z
5. MINPZC20210310
6. Public hearing comments from Nancy Chaney PandZ 3-10-21

NOTICE OF PUBLIC HEARING

Legislative Hearing Providing for the Amendment of Title 4, Chapter 6 of Moscow City Code Regarding Amendments to the Outdoor Lighting Code

A public hearing at which you may be present and speak will be conducted before the Moscow City Council at which time the following proposal will be considered:

Legislative Hearing Providing for the Amendment of Moscow City Code Title 4, Chapter 6; Providing for the Amendment of the Outdoor Lighting Code to Allow the Lighting of Public Art Displays.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed ordinance on March 10, 2021 and recommended approval to City Council.

HEARING DATE: Monday, April 19, 2021

HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

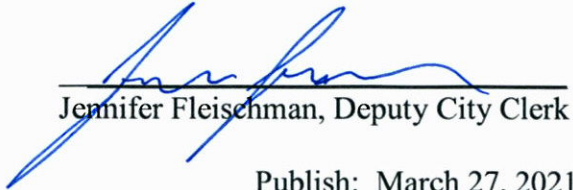
MEETING TIME: 7:00 p.m.

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

The file containing information on this matter is available for public review at the Community Planning & Design Department located in the Paul Mann Building at 221 East Second Street, Moscow, Idaho. Call 208-883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: <http://id-moscow.civicplus.com/593/Public-Hearing-Notices>

Laurie M. Hopkins, Moscow City Clerk



Jennifer Fleischman, Deputy City Clerk

Publish: March 27, 2021

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 6, PROVIDING FOR THE AMENDMENT OF THE OUTDOOR LIGHTING CODE TO ALLOW LIGHTING FOR PUBLIC ART; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, public art is an important feature within the City and is part of our public history, part of our evolving culture and our collective memory; and

WHEREAS, public art reflects and reveals our society and adds meaning to our cities; and

WHEREAS, public art is intended to attract attention and in doing so it provides aesthetic beauty, cultural interpretation, education, inspiration, and general improvement to the urban environment; and

WHEREAS, the Outdoor Lighting Ordinance currently prohibits the up lighting of freestanding public art within the City; and

WHEREAS, the illumination of public art within the City will allow the public to enjoy the benefits of public art in both the nighttime and daytime hours; and

WHEREAS, the Planning and Zoning Commission conducted a public meeting at the Helioterra public art installation on January 11, 2021 and viewed different lighting options of varying lumen levels; and

WHEREAS, the Commission developed the amendment contained herein based upon observations of different lighting options and similar requirements within the current code; and

WHEREAS, on March 10, 2021, the Planning and Zoning Commission conducted a public hearing upon the amendments contained herein and recommended approval to the City Council; and

WHEREAS, on April 19, 2021, the Mayor and City Council conducted a public hearing and considered and adopted the amendment contained herein;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, AS FOLLOWS:

SECTION 1: That Moscow City Code Title 4, Chapter 6, Section 9 be amended as follows:

...

Sec. 6-9. Outdoor Lighting.

A. Purpose.

...

E. Exemptions. The following outdoor lighting may be exempted from the provisions of this Chapter by the Zoning Administrator:

1. Temporary Use Exemptions

a. Outdoor lighting needed during construction projects, provided that reasonable mitigation measures are taken, such as partial shielding or placement of luminaires at an angle to minimize light trespass.

b. Search lights for the purpose of special event advertising, provided that such outdoor lighting shall not exceed three (3) consecutive days and for not more than five (5) such events per business per year.

c. Seasonal outdoor lighting decorations utilizing low-wattage or low-voltage incandescent lamps shall be permitted for public festivals, celebrations, and the observance of holidays except where such creates a nuisance.

d. All temporary emergency lighting needed by a governmental body, franchise, or agency to respond to an emergency.

e. Special event lighting on the University of Idaho campus.

2. Other Exemptions

a. Federal facilities and State and Federal highways.

b. Swimming Pool and Fountain Lighting. Underwater lighting used for the illumination of swimming pools and fountains is exempt from the lamp type and shielding standards provided herein, though it must conform to all other provisions of this Ordinance.

c. Flagpole uplighting for flags of government entities, provided that the lit flagpole is set back a minimum of twenty feet (20 ') from any property line, does not cause light trespass, and the maximum lumen output does not exceed thirteen thousand (13,000) lumens in non-residential Zoning Districts and eight thousand (8,000) lumens in Residential Zoning Districts.

d. Public Art Lighting. Lighting used for the illumination of government owned freestanding public art displays, so long as the source of illumination is not visible from any adjoining street or property and the maximum lumen output does not exceed thirteen thousand (13,000) lumens in non-residential Zoning Districts and eight thousand (8,000) lumens in Residential Zoning Districts.

~~d.~~ Lighting on or for tele-communications or antenna towers or antenna support structures or any related elements thereof which is required by the Federal Aviation Administration or any other State or Federal agency having such authority.

3. Variance. The Zoning Administrator may accept application to the Board of Adjustment for a Variance from the requirements of this Section, subject to the provisions of Section 8 -3 of this Code.

...

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 4 shall be in full force and effect.

SECTION 3: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2021.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Memo

To: Mayor and City Council

From: Mike Ray, AICP - Planning Manager

Date: April 7, 2021

Re: Amendment of Title 4, Chapters 6 of Moscow City Code Regarding the Amendment of the Outdoor Lighting Code to Allow the Lighting of Public Art Displays

With the installation of the recent Homecoming public art project at the north couplet, there has been some discussion amongst Staff regarding the lighting of public art in the City. The artists' scope of work for the Homecoming project included the creation of a lighting proposal for the site which included three fixtures installed at ground level. Each of these the lighting fixtures were intended to illuminate one of the three curved panels mounted above. As with many public art installations (e.g. The Volunteer at Fire Station #3 or Helio-Terra at the Wren Welcome Garden), the up-lighting proposed in this design has the potential to show the artwork to its best advantage at nighttime.

Upon review of the City's lighting code it was determined that the lighting of public art in the City would be required to be full cut-off downlighting. Since the downlighting of public art is not achievable or desirable for many of the City's freestanding public art installations, the Arts Department requested that the Planning and Zoning Commission review the current lighting ordinance to see if there's a possibility of providing an exemption from the full cut-off requirement for public art.

Generally, all outdoor lighting within the City is required to be full cut-off and designed, installed, and maintained in order to prevent light trespass upon adjacent properties or a public street. All outdoor lighting on property within residential Zoning Districts of the City shall be full cut-off with the following exceptions:

- i. All luminaires with a maximum output of four hundred (400) lumens, regardless of number of lamps may be left unshielded or partially shielded, provided that such luminaire has an opaque top or is under an opaque structure.
- ii. Freestanding luminaires with a maximum output of one thousand (1,000) lumens, regardless of number of lamps provided the lamp is partially shielded, the luminaire has an opaque top, or it is located under an opaque structure.
- iii. Partially shielded, wall mounted Luminaires located below an eave with a maximum output of two thousand (2,000) lumens. Examples of lamp types of two thousand (2000) lumens and less are:
 - a. 100 Watt Standard Incandescent
 - b. 15 Watt Cool White Fluorescent

- c. 15 Watt Compact Fluorescent
- d. 18 Watt Low Pressure Sodium
- iv. An angled spot or floodlight, provided that the luminaire is not directed more than twenty-five degrees (25°) in any direction from a vertical line—drawn from the center of the lamp to the surface directly below it.
- v. A partially shielded floodlight equipped with a timer that allows illumination only between dusk and 11:00 p.m. local time.
- vi. A luminaire activated by a motion sensor where such luminaire:
 - a. Emits light only for a maximum of five (5) minutes per activation when activated;
 - b. Is not triggered by activity off the property upon which such luminaire is located.
- vii. Lighting of communication and/or navigation towers required by law or regulation other than by their Code.

Outdoor lighting within non-residential zoning districts is required to be full cut-off with the following exceptions:

- All lighting of signage is permitted to be internally or externally illuminate so long as the source of illumination is not visible from any adjoining street or property.
- Flagpole up-lighting for flags of government entities is permitted, provided that the lit flagpole is set back a minimum of twenty feet (20') from any property line, does not cause light trespass, and the maximum lumen output does not exceed thirteen thousand (13,000) lumens in non-residential Zoning Districts and eight thousand (8,000) lumens in Residential Zoning Districts.
- The lighting of communication and/or navigation towers required by law or regulation other than by their Code.
- The lighting of public spaces and public rights of way within the Central Business Zoning District on the University of Idaho campus in its historic district provided the outdoor lighting is partially shielded and does not trespass on residential properties.

The Commission discussed inserting an exemption for freestanding public art and modeling the regulations after the current flagpole up-lighting requirements for lumen levels and also including the requirement that the source of illumination not be visible, as is included in the lighting requirements for signage. To better understand the brightness of different fixtures of varying lumen levels, the Commission conducted a special meeting on January 11, 2021 and reviewed different lighting options at the Helio-Terra public art installation at the Wren Welcome Garden. The Commission viewed three fixtures containing 6,500 lumens, 3,500 lumens, and 200 lumens. After a lengthy discussion, the Commission then directed Staff to prepare an ordinance amending the lighting code to allow up-lighting for government owned freestanding public art displays, so long as the source of illumination is not visible from any adjoining street or property and the maximum lumen output does not exceed thirteen thousand (13,000) lumens in non-residential Zoning Districts and eight thousand (8,000) lumens in Residential Zoning Districts. The Commission felt that every public art installation is going to have different lighting needs based upon size, shape, height, materials, etc. and they wanted to give as much flexibility with the maximum lumen

levels as possible. Additionally, the Commission felt that the City would install appropriate lighting that would highlight the art while being considerate of the surrounding environment.

On March 10, 2021, the Planning and Zoning Commission conducted a public hearing upon the proposed ordinance and recommended approval to City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming April 19, 2021 meeting.

MEMORANDUM

To: Michael Ray, Planning Manager
From: Megan Cherry, Arts Program Manager
c: Jen Pfiffner, Deputy City Supervisor
Date: September 8, 2020
Re: Lighting Design for Public Art Installation at C & Main



The Homecoming, located in the couplet at C & Main Streets, is the newest addition to the City of Moscow's public art collection. This piece was designed, fabricated, and installed by artists Jennifer Corio and Dave Frei of Vancouver, WA. The artists' scope of work included the creation of a lighting proposal for the site (see following pages).

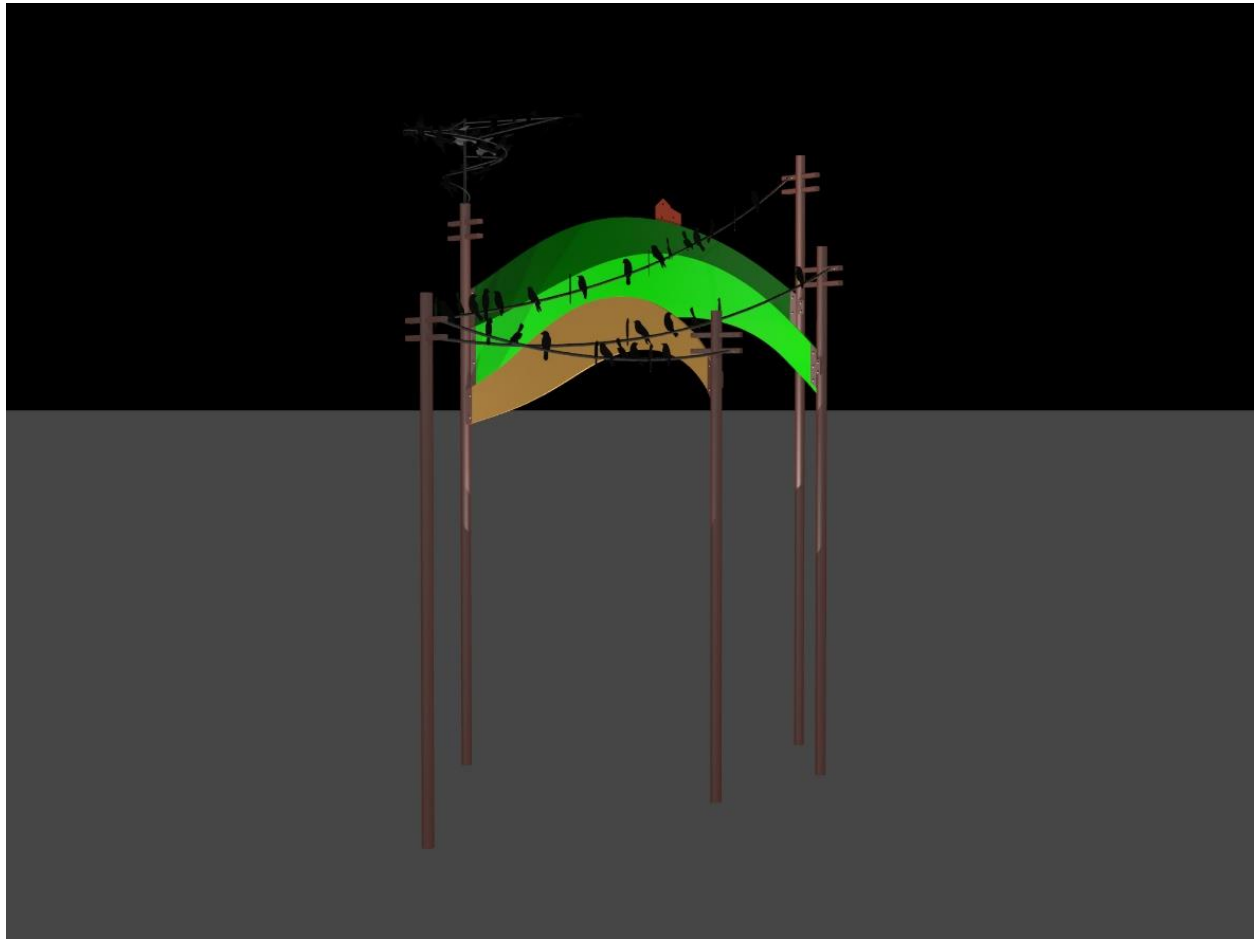
The artists' recommendation includes three fixtures installed at ground level. Each of these is focused on curved panels mounted above. As with many public art installations (e.g. *The Volunteer* at Fire Station #3 or *Helio-Terra* at the Wren Welcome Garden), the uplighting proposed in this design has the potential to show the artwork to its best advantage at nighttime. It's my understanding that the current lighting ordinance prohibits uplighting, except for certain circumstances, and that the lighting plan as proposed would be prohibited under the ordinance. In order to get the full benefit of these public art installations within the City, the Arts Department would like to have the Planning and Zoning Commission consider a code amendment to allow an exemption to the full cut-off lighting requirement for public art.



The Homecoming at C & Main

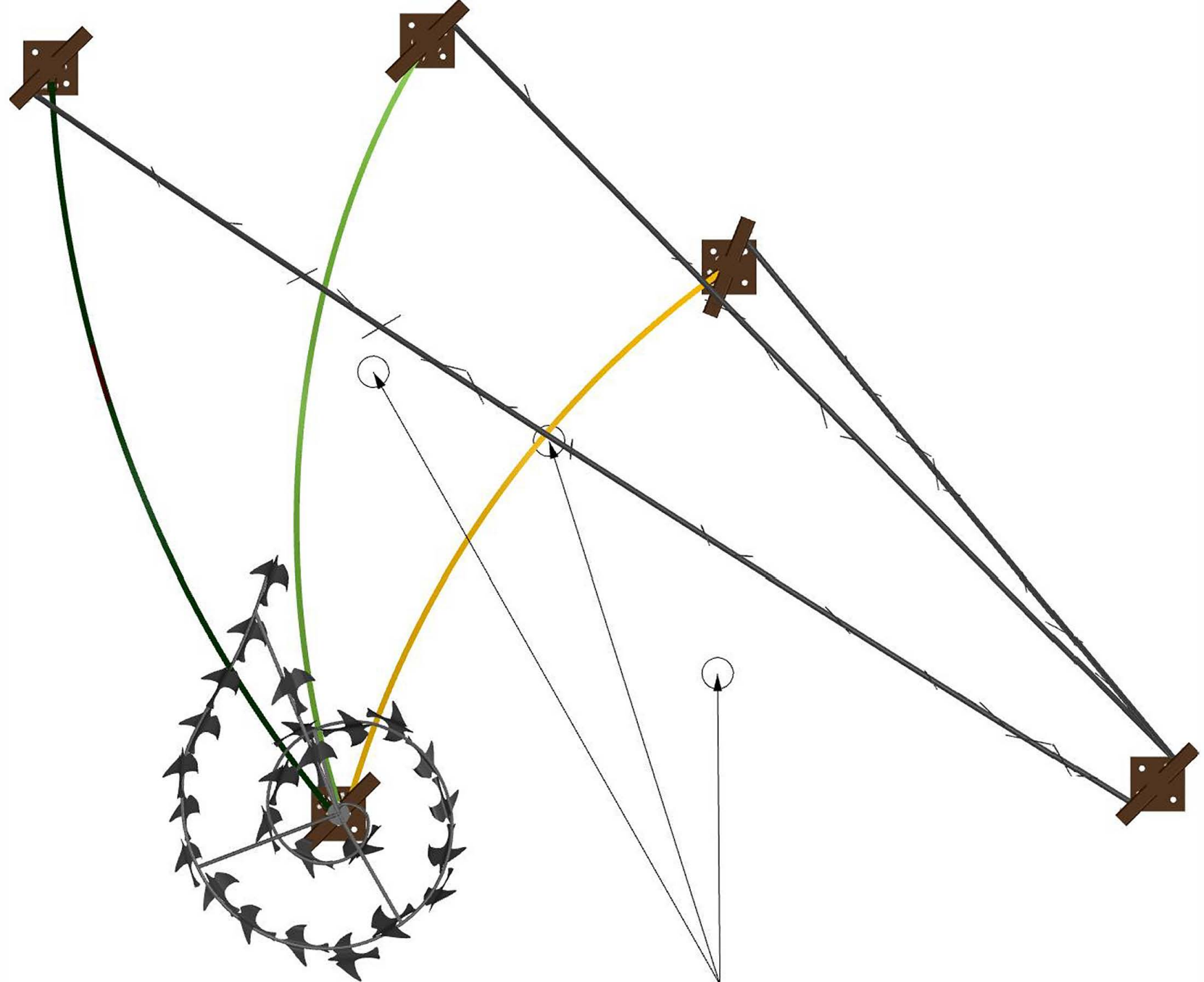
installed in July 2020 by artists
Jennifer Corio and Dave Frei

Lighting design concept proposed by artists





Three ground level lights that can be directed upward at each hill.
Options could be an adjustable well lights or accent lights with enough beam spread to spotlight the hill it is aimed at.



Approximate Light Locations
The suggestion is to place each light centered in front of each hill such that the light can be directed at the hill and causing some shadowing on the hill(s) behind.

PLANNING & ZONING COMMISSION



Robb Parish
Commission Chair
p&z@ci.moscow.id.us

Regular Meeting ~Minutes~

Mike Ray
Staff Liaison
208.883.7008

<https://www.ci.moscow.id.us/457/Planning-Zoning-Commission>

**Wednesday
March 10, 2021**

7:00 PM

**Council Chambers
206 E Third Street**

The meeting was called to order at 7:00 PM

MEMBERS PRESENT: Robb Parish (virtual), Chair; Rich Beebe (virtual), Scott Gropp, Joel Hamilton (virtual), Wendy McClure (virtual), Michael Nelsen, Nels Reese, Victoria Seever (virtual)
MEMBERS ABSENT: Dennis Wilson
OTHERS: Maureen Laflin (virtual)
STAFF: Jennifer Fleischman, Mike Ray

REGULAR AGENDA

1. Approval of February 24, 2021 Minutes (ACTION ITEM)

McClure moved for approval of the minutes as corrected, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three minutes.

None.

3. Public Hearing: Legislative Hearing Providing for the Amendment of Moscow City Code Title 4, Chapter 6; Providing for the Amendment of the Outdoor Lighting Code to Allow the Lighting of Public Art Displays (ACTION ITEM)

With the installation of the recent public art project, there has been some discussion amongst Staff regarding the lighting of public art in the City. Currently the majority of lighting is required to be full cut-off with up-lighting only permitted in certain circumstances. The Art Department has requested that the Commission review the current lighting ordinance to see if there's a possibility of providing an exemption from the full cut-off requirement for public art. The Commission conducted a special meeting on January 11, 2021 and reviewed different lighting options at the Helioterra public art installation. The Commission then directed Staff to prepare an ordinance amending the lighting code to allow up-lighting for public art.

Ray presented the proposed amendment as described above, giving a background and overview of the process that led to the legislative public hearing.

Public Hearing opened at 7:08 PM

Parish submitted for the record two emailed letters from Nancy Chaney, Moscow resident, who was concerned about the proposed amendment for reasons outlined in the attachment. —

Public Hearing closed at 7:10 PM

Hamilton agreed with the concerns expressed by Chaney in regards to the Ordinance excluding the private sector from the same ability to up-light artwork. There was also hesitation surrounding how allowing partial cut-off could pose antithesis with the City's dark sky efforts. The proposed amendment was reviewed by the City Attorney, who didn't have any concern with the proposed language.

Seever moved to approve the proposed amendment to City Council with no conditions, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

4. Final Review of Draft Sign Code (ACTION ITEM)

The Supreme Court Case, Reed vs. Town of Gilbert, in 2015 clarified when municipalities may impose content-based restrictions on signage. There are various places within the Sign Code which apply content-based restrictions and need to be amended to comply with the Supreme Court's ruling. Staff has completed a draft ordinance to convert portion of the sign code into table format and presented the proposed changes to the Latah County Board of Realtors on February 18, 2021.

Ray reviewed the history of the draft sign code with the Commissioners as described above. The proposed ordinance amendment is in the final stages of the Legal Department review. There followed some discussion about the strategic move to provide a chart in the code for users to easily find sign information. The decision to cap residential signs to three (3) per property was rehashed.

The Commission directed Staff to publish the final draft for a public hearing.

REPORTS

1. Transportation Commission Meeting

The next Transportation Commission meeting is scheduled to occur Thursday, March 11th.

ANNOUNCEMENTS

Ray informed the Commission that there are several subdivision developments that will possibly be at the application stage soon. Next Planning & Zoning Commission meeting will be covering a review of the Rusty Olps MURA proposed development plan.

UPCOMING EVENTS/MEETINGS

1. Next Planning & Zoning Commission regular meeting is scheduled for March 24, 2021.

The meeting adjourned at 7:24 PM



Robb Parish, Chair

March 7, 2021

Moscow Planning and Zoning Commission
Robb Parish, Chair
P&Z@ci.moscow.id.us

RE: Public comment for 3-10-21 hearing, P&Z agenda item 3

Dear Chairman Parish and Members of Moscow Planning and Zoning Commission:

For purposes of your upcoming public hearing, this is to reiterate concerns expressed to you in advance of your meeting to “discuss the final draft ordinance and provide staff further direction if necessary” (Feb 24 P&Z Agenda Item 4: Final Review of Public Art Lighting Draft Ordinance). As you may recall, my concerns included that:

- Your background materials did not include the environmental rationale for prohibiting up-lighting and requiring full cutoff shielding
- Recommendations were not sought from Moscow Sustainable Environment Commission
- Allowing up-lighting for public art installations, while denying similar requests from the private sector would be difficult to justify

Minutes from your special meeting on Jan. 11 indicate that proposed amendments to the outdoor lighting ordinance to accommodate up-lighting public art installations “would be modeled after the current flagpole up-lighting regulations... (which allow) up to 9,000 lumens (*It's actually 8,000 lumens*) for residential use and 13,000 lumens for commercial use.” That language alone seems to open the door to private and commercial appeals to the City’s justification for restricting the privilege to local government. On what basis would you deny homeowners, businesses, the School District, etc. the ability to make their publicly-visible freestanding installations more artful by that treatment too?

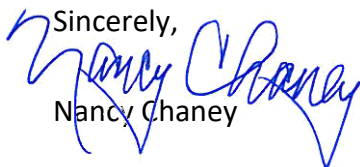
The proposed amendment is not sufficiently clear about who will have the discretion to determine whether illumination is too bright to be suitable in a particular setting, even if light doesn’t scatter into an adjacent neighborhood or shine directly into the eyes of drivers. (The concept is reminiscent of the City’s noise ordinance that grants law enforcement the authority to declare that incessant or annoyingly-pitched noise or noise outside of particular hours may

be deemed a nuisance, even if it doesn't exceed the decibel threshold of one.) For example, P&Z minutes from Jan. 11 indicate that "Commissioners viewed three different light fixtures at the HelioTerra...installation," and that the "style and brightness...would likely depend on the specific...installation." In addition, of the three intensities evaluated—64W/6,500 lumens, 35W/3,500 lumens, that the differences were "noticeable," and 5W/200 lumens—the least bright of those was preferred for that site, although Commissioners speculated that two or three additional fixtures of the same style might be required. Who gets to decide the number, intensity, and hue of lighting fixtures for this and other locations in the future? Because this isn't a matter of safety (as for antenna towers) or patriotic freedom (as for flagpoles), shouldn't party/ies with discretionary authority to recommend levels of illumination less than the maximum allowed be named (at least by category) in the ordinance?

The proposed amendment acknowledges potential nuisance issues at a single location, but not their cumulative effect if multiple up-lit installations, each with 8,000-13,000 lumen fixtures, could be clustered together, if one installation could be spot-lit by several singularly-compliant 8,000-13,000 lumen LEDs, or if the total number of up-lit installations within a given part of town is limitless, which the proposed amendment seems to allow. If you choose to allow up-lighting public art, I respectfully suggest that you address the following in the amendment:

- Why up-lighting is a bad idea in most cases, but a good idea in this case
- Why it's okay for the City to do this, but not others in the private sector
- Who shall have the authority to decide the level of illumination...The artist? MAC? City staff?
- Might you want particular criteria for sculpture gardens, with numerous up-lit installations in close proximity?
- If P&Z thought the lowest level of illumination works best for HelioTerra (seemingly because brighter ones seemed unnecessary, or even jarring), what qualifying language might you include to incentivize anything below the maximum?
- Given the wattage, it seem that these lights will be LEDs. Given that the City is pursuing a strategic climate action plan for sustainability (and will be searching for examples of energy efficiency in the Code), it seems worth mentioning that wherever you can.

Finally, I'll reiterate my enthusiastic appreciation for public art, notwithstanding the abovementioned concerns. Thank you for considering my comments.

Sincerely,

Nancy Chaney

COMMITTEE STAFF REPORT

DATE: Monday, April 19, 2021



RESPONSIBLE STAFF

Kyle Steele, Environmental Services Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Stormwater User Fee Credits and Waivers Summary (ACTION ITEM) - Kyle Steele

DESCRIPTION

The City Council established a Stormwater Utility with the adoption of Title 5, Chapter 19 earlier this year. The utility provides the City with the authorization to equitably allocate the operation, maintenance, improvement, and regulatory compliance expenses of the City's Stormwater Control System to users of the System in proportion to the level and type of services received from the System. It also allows the City to provide for the establishment of a system of stormwater user fees, and requires that the City provide a written system of user fee credits and exemptions to better individualize fees to reflect a customer's stormwater burdens and services.

Staff is proposing a system of user fee credits and waivers for management practices and activities that reduce the costs to provide stormwater management related services, reduces a customer's burden on the City Stormwater Control System and therefore receives a lower level of City stormwater services.

STAFF RECOMMENDATION

Adopt the system of stormwater user fee credits and waivers.

PROPOSED ACTIONS

PROPOSED ACTIONS: Adopt the system stormwater user fee credits and waivers, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Summary of Moscow SW User Fee Credits_Draft 4.6.21

SUMMARY OF CITY OF MOSCOW STORMWATER USER FEE CREDITS (Credits are not Additive)

Type of Credit or Waiver	Reason	Amount	¹ Eligibility Criteria
Non-Use	Developed real property that naturally does not discharge to the City ² <i>Stormwater Control System</i> is assumed to receive no City stormwater services and is therefore not subject to stormwater user fees.	100% waiver applied to that portion of Impervious Service Area (ISA) that does not discharge off-site.	Commercial Residential and Non-Residential customers who submit site specific topographic and drainage information and a hydrologic analysis to the City that shows runoff will not leave the property, or portions thereof, for up to and including a 100-year, 24-hour storm event are eligible for a waiver for the applicable portion of the property. The hydrologic analysis shall be completed by a ³ <i>qualified professional</i> with information provided in a ⁴ City Non-Use Application . The conditions preventing off-site discharges must remain in place to remain eligible for the waiver. This credit is primarily for natural conditions. If constructed retention facilities are involved, then the On-Site Retention application process must be used.
Vacant Undeveloped Property	Undeveloped real property that contains no impervious groundcover and remains in a natural state is assumed to receive no City stormwater services beyond that used by such property under natural conditions and is therefore not subject to stormwater user fees.	100% waiver applied to entire property.	Properties that remain in an undeveloped state are eligible for a waiver. The conditions preventing off-site discharges beyond that expected for such property in a natural state must remain in place to remain eligible for the waiver. Property owners must notify the City if site condition changes occur that affect eligibility for the waiver, including land disturbing activities (clearing, grading, and/or excavation), and/or construction of impervious surfaces.
On-Site Gravel Areas	The City considers all compacted gravel areas (drives, storage areas, etc.) as impervious areas. However, on-site gravel that is not compacted (e.g., large storage areas with no vehicular traffic.) is considered less impervious. Customers in the City with uncompacted gravel areas reduce the amount of runoff leaving their property and their burden on the City ² <i>Stormwater Control System</i> and therefore receive a lower level of City stormwater services.	Up to 50% credit applied to qualifying graveled area. 100% waiver will be applied to qualifying gravel landscaped area.	Commercial Residential and Non-Residential customers who submit site specific information that demonstrates that on-site gravel is not compacted, not subjected to vehicular traffic, are eligible for up to a 50% credit for the applicable portion of the property upon inspection by the City. The conditions leading to a reduction in off-site discharges must remain in place to remain eligible for the credit. The customer must notify the City if site condition changes occur that affect credit eligibility or amount, including an increase/decrease in qualifying graveled areas, change to compacted use, exposure to vehicular traffic, etc.
K-12 Educational Activities	Elementary, middle, and high schools that provide educational activities centered on watershed pollution and protection increase awareness about	20% credit applied to ISA.	While an approved curriculum is available, schools may develop their own curriculum for review and approval by the City's Environmental Services Department.

	surface and groundwater resources, the effects of urbanization on these resources, and encourage students to be lifelong stewards of our area's precious natural resources. Collectively, these efforts help offset the City's cost of providing similar targeted education and outreach to this sector of the general public.		Participation in the program, and eligibility for the credit, is subject to the following conditions: • The school is an accredited K-12 educational institution on property that discharges stormwater to the City's ²<i>Stormwater Control System</i> and is subject to stormwater user fees; • The education outreach is designed to reach every student in the school at least once during their time at that school location; • The educational activities consist of a minimum of one approved lesson of instructional content specific to stormwater education; • The institution provides documentation of curriculum taught and verification of the number of students that received instruction on an annual basis. The school must notify the City if changes in the conditions of participation occur that affect credit eligibility.
Direct Discharger	Customers in the City that discharge directly to natural intermittent or perennial waterways that don't enter a City storm pipe or ditch receive fewer stormwater services than those who's runoff flows through City pipelines and ditches that then discharge to waterways.	20% credit applied to that portion of ISA that direct discharges.	Commercial Residential and Non-Residential customers who submit site specific topographic and drainage information that shows that runoff from the property or a portion thereof discharges directly to Paradise Creek, South Fork Palouse River, or other streams or ponds designated by the City, are eligible for the credit. Information shall be provided in a ⁴ City Direct Discharger Application . The customer must notify the City if site drainage changes occur that affect credit eligibility or amount.
On-Site Retention/Treatment Equivalent	A customer who retains and infiltrates or otherwise prevents a significant amount of runoff from leaving their property, or implements treatment requirements which attain an equal or greater level of water quality benefits as onsite retention of stormwater discharges, reduces their burden on the City ² <i>Stormwater Control System</i> and therefore receives a lower level of City stormwater services.	For portion of ISA draining to the following retention system: 100% waiver for 100-year, 24-hour storm. 50% credit for 50-year, 24-hour storm. 30% for 25-year, 24-hour storm. 25% for 10-year, 24-hour.	Commercial Residential and Non-Residential customers who submit site specific topographic and drainage information, a hydrologic analysis, an engineered design, an O&M Plan, as-built information showing the retention system was properly constructed, and, when applicable, Underground Injection Control compliance documentation, shall be eligible for the credit upon inspection and approval of the facility by the City. All work must be permitted by the City and meet City standards. Hydrologic analyses and designs shall be completed by a ³ <i>qualified professional</i> with information provided in a ⁴ City On-Site Retention/Treatment Application . The customer must annually provide proof of proper ongoing O&M and functionality to the City in order to remain eligible. The customer must notify the City if site drainage changes occur that affect credit eligibility or amount.

		20% credit for 95 th percentile, 24-hour storm.	
Municipal Separate Storm Sewer (MS4) Permit	A customer who properly implements an NPDES MS4 permit program reduces the stormwater pollution burden their runoff imposes on the City's ² <i>Stormwater Control System</i> and therefore requires a lower level of City stormwater services.	20% credit applied to ISA subject to an NPDES/IPDES MS4 permittee's stormwater management program.	Customers who are covered and in compliance with an NPDES/IPDES MS4 permit are eligible for the credit. MS4 permit and compliance documentation, including the Permittee's written Stormwater Management Program must be submitted to the City to obtain the credit. The permittee must annually provide a compliance certification letter and copy of its annual MS4 permit report to the City to remain eligible for the credit. The City may terminate the credit if discharges from the MS4 Permittee into the City ² <i>Stormwater Control System</i> are found to cause, contribute to, or potentially contribute to, violations of the City's MS4 permit conditions and/or water quality standards.
Public Roads	The public road system serves as an integral component of the storm control system. Road drainage systems accommodate a significant portion of off-road runoff, as well as runoff from the road which is ultimately there to serve property owners who use the road system.	100% waiver applied to ISA within public road ROWs.	Where the City is responsible for the O&M of streets, roads, highways, and/or parking lots, the Permittee must ensure those procedures are conducted in a manner to protect water quality and reduce the discharge of pollutants through the MS4.
Publicly Owned Buildings and Facilities	The City, as a utility service provider, does not charge public facilities and buildings for water and sewer services. Therefore, stormwater user fees will not be charged to ensure consistency with established City policy. As a practice, the City does not make payment to itself for utility services rendered. The City is the service provider, and must comply with all requirements of the program.	100% waiver applied to ISA.	The City must conduct its municipal O&M activities in a manner that reduces the discharge of pollutants through the MS4 to protect water quality. The Permittee must review, and update as necessary, existing procedures for inspection and maintenance schedules to ensure pollution prevention and good housekeeping practices are conducted.
Public Parks, Open Space, Trails, & Paths	These facilities offer a valuable environmental education service and normally have limited overall amounts or percentage of impervious surface.	100% waiver applied to ISA.	The City must conduct its municipal O&M activities in a manner that reduces the discharge of pollutants through the MS4 to protect water quality.

¹The City may at its discretion use readily available information to make a good faith effort to identify customer parcels, or portions of parcels, believed eligible for credits or waivers. Any City assignment of credits or waivers should not be construed to be comprehensive, complete, or entirely accurate. Customers are ultimately responsible for providing the necessary information to the City to prove and maintain eligibility.

²The City maintained system of ditches, channels, creeks, rivers, ponds, swales, basins, treatment systems, wetlands, curbs, gutters, inlets, storm pipes, outfalls, and any other appurtenances necessary, useful or convenient for the orderly collection, conveyance, treatment, and disposal of municipal stormwater runoff.

³A professional Civil Engineer, Environmental Engineer, or Agricultural Engineer who is competent in the field of hydrology, hydraulics, and stormwater system design.

⁴Simple corrections to user fees are normally done free of charge; however incomplete applications or unusually complex situations may result in City application processing charges. Due to the complexity and effort involved, the City may charge a reasonable processing and inspection fee for On-Site Retention Applications.

DRAFT

CITY COUNCIL STAFF REPORT

DATE: Monday, April 19, 2021



AGENDA ITEM TITLE

Lee Newbill Safety Fair Donation Request (ACTION ITEM) - Gary J. Riedner

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

Roger Lanier, James Fry

OTHER RESOURCES

DESCRIPTION

The Lee Newbill Safety Fair was not held in 2020, due to the COVID-19 pandemic response. This year, the Safety Fair is proposed to be held in some form. Staff discussed several pandemic related issues that could impact a decision by the City to allow the event or allow City employees to participate in the event. Part of that discussion included the possibility that the City could participate in the purchase of bicycle helmets if the event was held. The bicycle helmet program, whereby the Moscow Police Department gives away helmets to young riders, is the center piece of the Safety Fair. The Safety Fair Committee met to discuss several options and MPD Captain Roger Lanier presented the potential for both a revised Safety Fair format, and City participation in the purchase of bicycle helmets for the give away. The Safety Fair Committee decided it was too risky to plan for a full scale Safety Fair at this time, even if it was held later in the summer. The Committee also agreed that going two years in a row without distributing helmets to Moscow children doesn't serve the needs of kids in our community. After deliberations the Committee agreed that several smaller events will be held at the schools to address helmet giveaways. The Safe Routes to Schools program will use a format they have used successfully in the past, and will coordinate with Moscow School District to set up the events. MPD will participate as available with bike and patrol officers and various services clubs will also provide volunteers.

The Safe Routes to School program has \$1000 to contribute toward purchasing helmets and the Safety Fair committee will contribute \$2000. The Committee is requesting the City of Moscow to contribute an additional \$2000 toward the purchase of helmets. The Moscow Police Department will coordinate the purchase of the helmets as the MPD has an established relationship with the vendor. Since the goal has always been to provide helmets to kids before the summer riding season, the funds are requested as soon as possible so helmets can be ordered and distributed. It is anticipated that events will be held in late April and in May before school is out for summer break.

It is proposed that funding be provided from Legislative Non-Prioritized Projects (101-010-10-670-16).

STAFF RECOMMENDATION

Recommend approval of \$2,000 from Legislative Non-Prioritized Projects (101-010-10-670-16) for purchase of bicycle helmets for the 2021 Lee Newbill Safety Fair.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of \$2,000 from Legislative Non-Prioritized Projects (101-010-10-670-16) for purchase of bicycle helmets for the 2021 Lee Newbill Safety Fair, or take such other action deemed appropriate.

FISCAL IMPACT**PERSONNEL IMPACT****ATTACHMENTS**

None