

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, August 23, 2021

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. The meeting is open to the public but due to the continued presence of COVID-19 cases in our area, we encourage those that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when distance is unable to be maintained. 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 and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda may also communicate with the City Council through email (council@ci.moscow.id.us). Please note that Council Committee meetings are televised, videotaped and/or recorded. The meeting is streamed on YouTube and Spectrum Cable 1301. A link to stream the meeting can be found on the City website (www.ci.moscow.id.us). Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of August 9, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

2. Harvest Hills Lot 1 Block 1 PUD Development Agreement (ACTION ITEM) - Todd Drage

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a revised final plat for the development of the property at the northeast corner of the intersection of 3rd St. and Mountain View Road. On May 17, 2021 the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Lot 1, Block 1 PUD and will be presented for City Council approval on September 7th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items.

PROPOSED ACTIONS: Recommend approval of the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD, or provide staff further direction.

3. Harvest Hills Lot 1, Block 1 PUD Monumentation Agreement (ACTION ITEM) - Todd Drage

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a revised final plat for the development of the property at the northeast corner of the intersection of 3rd Street and Mountain View Road. On May 17th, 2021 the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Lot 1, Block 1 PUD and will be presented for City Council approval on September 7th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

PROPOSED ACTIONS: Recommend approval of the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD, or provide staff further direction.

4. Harvest Hills Second Addition Development Agreement (ACTION ITEM) - Todd Drage

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a final plat for the development of the property at the current eastern end of Third Street and, the Harvest Hills First Addition Subdivision. On May 17th, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Second Addition and will be presented for City Council approval on September 7th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items.

PROPOSED ACTIONS: Recommend approval of the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition, or provide staff further direction.

5. Harvest Hills Second Addition Monumentation Agreement (ACTION ITEM) - Todd Drage

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a final plat for the development of the property located east of Mountain View Road and the current eastern extent of Third Street. On May 17th, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Second Addition and will be presented for City Council approval on September 7th. If the Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

PROPOSED ACTIONS: Recommend approval of the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition; or provide staff further direction.

6. Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements (ACTION ITEM) - Nate Suhr / Alisa Anderson

The City of Moscow's Public Ave Corridor Safety Improvement project is located in northeast Moscow and includes a 1,100 foot corridor on Public Avenue from Polk Street to Lincoln Street. The project is designed to address a high rate of crashes causing injuries and a fatality in the project area. The project includes the installation of a concrete splitter island at the intersection of Polk Avenue and Public Avenue. The road section will be upgraded to include 12-foot vehicle lanes and 5-foot bicycle lanes. The project will also include the installation of approximately 2,200 linear feet of curb, gutter, and a 5-foot sidewalk. The improvements will widen the roadway and eliminate roadside ditches, creating a more navigable corridor for both vehicles and pedestrians. The total cost of the project is estimated at \$880,000 with a maximum federal participation of \$815,408. The local match requirement is 7.34% (\$64,592) of which \$3,000 was previously paid with the State/Local Agreement for Design and Construction that was executed in July, 2020. The Idaho Transportation Department (ITD) has requested the City execute a Local Professional Services Agreement to complete the Design Services phase prior to construction.

To engage a design professional, a request for information (RFI) was issued by LHTAC for design services on March 31, 2021, and three qualified engineering firms responded. HMM, LLC of Nampa, Idaho, has been selected to perform the design services work on this project. The LHTAC and City staff have negotiated an agreement with HMM, LLC to perform these services for \$96,078.00. The amount equates to 15% of the estimated construction amount which both the LHTAC and City Staff deem reasonable for these services on a federal-aid project. The design is expected to be completed by January 31, 2022, and it is anticipated the project will be advertised for construction immediately following LHTAC's and ITD's approval. Construction is expected to occur during the spring of 2022.

PROPOSED ACTIONS: Recommend approval to execute the Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements Project No. A022 (402), or provide staff further direction.

7. Vandal Town Block Party Alcohol Use Request (ACTION ITEM) - Amanda Argona

The City of Moscow, in partnership with the University of Idaho and Moscow Chamber of Commerce, is hosting the annual Vandal Town Block Party on September 16, 2021 in downtown Moscow. The event will welcome back students while celebrating our important community partnerships. The block party is scheduled to be held on Main Street between 3rd and 5th Streets and features live music, games, and local vendors. With the creation of the Entertainment District, the Vandal Town Block Party is requesting a temporary suspension of the open container law by resolution and has secured two licensed alcohol Vendors to host a beer tent and a wine tent. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

PROPOSE ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Vandal Town Block Party for the duration of the event; or provide staff further direction.

REPORTS

2021 Gallery Update - Megan Cherry

Staff Report (if needed)

ADJOURN

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

Public Works / Finance Committee



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, August 9, 2021

3:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Brandy Sullivan, Anne Zabala, Art Bettge

OTHERS: Mayor Bill Lambert, Council Member Gina Taruscio

STAFF: Gary Riedner, Sarah Banks, Bill Belknap, Jen Pfiffner, Megan Cherry, Alisa Anderson, Mia Bautista, Taylor Riedner

REGULAR AGENDA

1. Approval of July 26, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report July 2021 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending July, 2021.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of July 2021.

Banks introduced the item by highlighting major expenses for the previous month, including a payment for a rebuild of a sewer headworks screen, Whitcom dispatch services, south lift station force main, 3rd Street safety improvement, police station payment 13. The Committee recommended approval and that it be placed on the Council consent agenda.

3. American Rescue Plan Act – National Endowment for the Arts Grant (ACTION ITEM) - Alisa Anderson / Megan Cherry

The American Rescue Plan Act of 2021 ("Rescue Plan") is designed to fuel the nation's recovery from the devastating economic and health effects of the COVID-19 pandemic. Funds allocated to the National Endowment for the Arts ("Arts Endowment") represent a significant commitment to the arts and a recognition of the value of the arts and culture sector to the nation's economy and recovery. Grants will be made to eligible organizations to support operational costs. Rescue Plan funds are intended to support day-to-day business expenses/operating costs, and not specific programmatic activities. Eligible grant activities and costs include salary support for one or more staff positions and may be used to support existing jobs, new jobs, or to restore jobs that were furloughed or eliminated due to the pandemic. Additional eligible costs include fees/stipends for artists and/or contractual personnel to support the services they provide for specific activities as part of organizational operations. Artist fees/stipends should be related to work with a tangible outcome, such as performances, presentations, workshops, and/or the creation of artwork. Funding may also be used for costs associated with health and safety supplies for staff and/or visitors/audiences (e.g., personal protective equipment, cleaning supplies, hand sanitizer, etc.) in addition to marketing and promotion costs. Awarded applications will be notified in November 2021 with the grant project period for two years starting January 1, 2022 and ending December 31, 2023. The Arts Department for the City of Moscow is requesting to submit a grant request not to exceed \$100,000 to support staffing costs, marketing and promotions, and artist/fees and stipends.

PROPOSED ACTIONS: Recommend approval to submit a grant application under the American

Rescue Plan Act through the National Endowments for the Arts for an amount not to exceed \$100,000, or provide staff further direction.

Anderson introduced the item as written above and shared the primary goal of the grant is to support communities and arts organizations. Up to 800 grants will be awarded, which vary from \$50,000, \$100,000, or \$150,000 and do not require a City match. Therefore, it may be more beneficial to ask for less to increase the chances of approval. Cherry shared the outline of anticipated uses of the funds, including offsetting the cost of the art's Administrative Specialist, an Exhibition and Collections Specialist, and paying artists for the work they do for the community. This will also assist with the art maintenance plan and other associated costs. The department has not yet put this plan into place due to staffing. The Exhibition Specialist would not be an ongoing position but would be based on the grant funds and advertised as a temporary position.

A draft application was submitted to Riedner for approval, who agreed with most of the program. Still, the Collection Specialist may need additional alternatives since funding pilot positions are typically done differently. Staff will continue to discuss options for this position before coming to council.

The grant amount must be justified, and exact details have not yet been reviewed but will be before the council meeting. The grant would start January 1, 2022, and the first expenditure would be in April of 2022 and end September 30, 2023. This is a reimbursement-type grant. Therefore, the City must submit forms to receiving funds. The Committee recommended approval and that it be placed on the Council regular agenda.

REPORTS

Staff Report (if needed)

ADJOURN

The meeting adjourned at 3:16 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, August 23, 2021



RESPONSIBLE STAFF

Todd Drage

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Harvest Hills Lot 1 Block 1 PUD Development Agreement (ACTION ITEM) - Todd Drage

DESCRIPTION

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a revised final plat for the development of the property at the northeast corner of the intersection of 3rd St. and Mountain View Road. On May 17th, 2021 the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Lot 1, Block 1 and will be presented for City Council approval on September 7th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items.

STAFF RECOMMENDATION

Recommend approval of the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD, or provide staff further direction.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Harvest Hills Lot1_Blk1-DEVELOPMENT AGREEMENT-2021_final

**DEVELOPMENT AGREEMENT
BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION AND THE CITY OF MOSCOW, IDAHO is entered into this ____ day of _____, 2021, by and between Harvest Hills Development Corporation, whose address is PO Box 8986, Moscow, ID 83843 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Harvest Hills PUD subdivision to the City of Moscow, Latah County, Idaho; and

WHEREAS, DEVELOPER understands that improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, CITY desires to ensure that public improvements, consisting of water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices, and sidewalks are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER’s own free will and accord, without coercion, without inducement, and at DEVELOPER’s request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

NOW, THEREFORE, DEVELOPER and CITY hereby agree as follows:

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Harvest Hills PUD within the City of Moscow, Latah County, Idaho, more particularly described as follows:

A parcel of land located in the Southwest Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, being Lot 1, Block 1 of Harvest Hills First Addition to the City of Moscow, Instrument #594141, Latah County Records, described as follows:

Commencing at the southwest Corner of Section 9, thence along the westerly line of Section 9, N00°17'001"E, 1320.60 feet, to the northwest corner of the South Half of the Southwest Quarter of Section 9; Thence along the north line of the South half of the Southwest Quarter of Section 9; S89°30'25"E, 251.48 feet to the northwest corner of Tract A of Harvest Hills First Addition; Thence S59°42'14"W, 49.41 feet to the north corner of Lot 1, Block 1 of Harvest Hill First Addition and the Point of Beginning:

Thence S62°48'31"E, 148.88 feet to the northwest corner of Lot 2, Block 1 of Harvest Hills First Addition;

Thence S38°42'13"E, 115.43 feet to the southwest corner of Lot 2 and the northerly right-of-way line of Third Street;

Thence along said northerly right-of-way line the following five courses:

Thence 47.00 feet along a curve to the left, said curve having a Delta = 9°26'56", radius = 285.00 feet Chord = 46.95 feet and a Chord Bearing = S46°34'19"W;

Thence S41°50'51"W, 225.06 feet;

Thence N48°09'09"W, 10.00 feet;

Thence 173.30 feet along a curve to the right, said curve having a Delta = 48°26'10", Radius = 205.00 feet, feet Chord = 168.19 feet and a Chord Bearing = S66°03'56"W;

Thence N89°42'59"W, 5.2 feet to the southeast corner of Tract B of Harvest Hills First Addition;

Thence leaving said right-of-way line, along the easterly boundary of said Tract B the following two courses:

Thence N00°17'01"E, 335.23 feet;

Thence N59°42'14"E, 167.19 feet to the Point of Beginning.

Parcel Contains 2.16 Acres, more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in

accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

III. TERM.

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed and accepted by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the City Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and

workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).

- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

Parkland dedication for this parcel was satisfied with the development of the Harvest Hills First Addition to the City of Moscow.

X. PHASING.

No phasing has been requested for this development.

XI. AS-CONSTRUCTED DRAWINGS.

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by the City Engineer.

XII. FAILURE TO COMPLY.

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. 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.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER

Harvest Hills Development Corp.
PO Box 8986
Moscow, ID 83843
Phone: (619) 520-8753

CITY

City of Moscow, Idaho
Bill Lambert, Mayor
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into it knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

DEVELOPER:

Harvest Hills Development Corporation

CITY:

City of Moscow, Idaho

Phil Rheingans , President

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Phil Rheingans known to me to be the authorized representative of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above written.

(seal)

NOTARY PUBLIC _____

Residing at _____

My Commission _____

COMMITTEE STAFF REPORT

DATE: Monday, August 23, 2021



RESPONSIBLE STAFF

Todd Drage

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Harvest Hills Lot 1, Block 1 PUD Monumentation Agreement (ACTION ITEM) - Todd Drage

DESCRIPTION

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a revised final plat for the development of the property at the northeast corner of the intersection of 3rd Street and Mountain View Road. On May 17, 2021 the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Lot 1, Block 1 PUD and will be presented for City Council approval on September 7th. If City Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

STAFF RECOMMENDATION

Recommend approval of the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD, or provide staff further direction.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Harvest Hills Lot1_Blk1-MONUMENTATION AGREEMENT-2021_final

**MONUMENTATION AGREEMENT
BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2021 by and between Harvest Hills Development Corporation, PO Box 8986, Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Harvest Hills PUD to the City of Moscow; and

WHEREAS, DEVELOPER has not, at this time, set interior monuments as required by Idaho Code Section 50-1303; and

WHEREAS, DEVELOPER desires to record the final plat of Harvest Hills PUD; and

WHEREAS, Idaho Code Sections 50-1331 through 50-1333 allow the setting of interior monuments for subdivisions following the recording of the final plat; and

WHEREAS, the parties mutually desire to ensure that such monuments be installed;

NOW THEREFORE, for and in consideration of the following mutual promises, DEVELOPER and CITY hereby agree and covenant as follows:

1. PROPERTY AFFECTED: Property which is subject to this Agreement is described as Harvest Hills PUD to the City of Moscow (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference, see Attachment 'A'.
2. PROFESSIONAL LAND SURVEYOR: For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of SUBDIVISION is Michael E. Dahlin, Idaho PE/LS No.17534, of Rim Rock Consulting in Moscow, Idaho.
3. CONDITIONS OF RECORDING WITHOUT MONUMENTATION: Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:
 - A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments

shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and

- C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
- A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and
 - D. To furnish CITY with a cash deposit in the amount of One Thousand Four Hundred Forty Dollars (\$1,440), which is equal to the one hundred twenty percent (120%) of the One Thousand Two Hundred Dollars (\$1,200) estimated by Surveyor to set SUBDIVISION interior monuments.
5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of One Thousand Four Hundred Forty Dollars (\$1,440) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT. If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the parties, heirs, assigns and successors and interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

Developers

City of Moscow:

Harvest Hills Development Corp.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

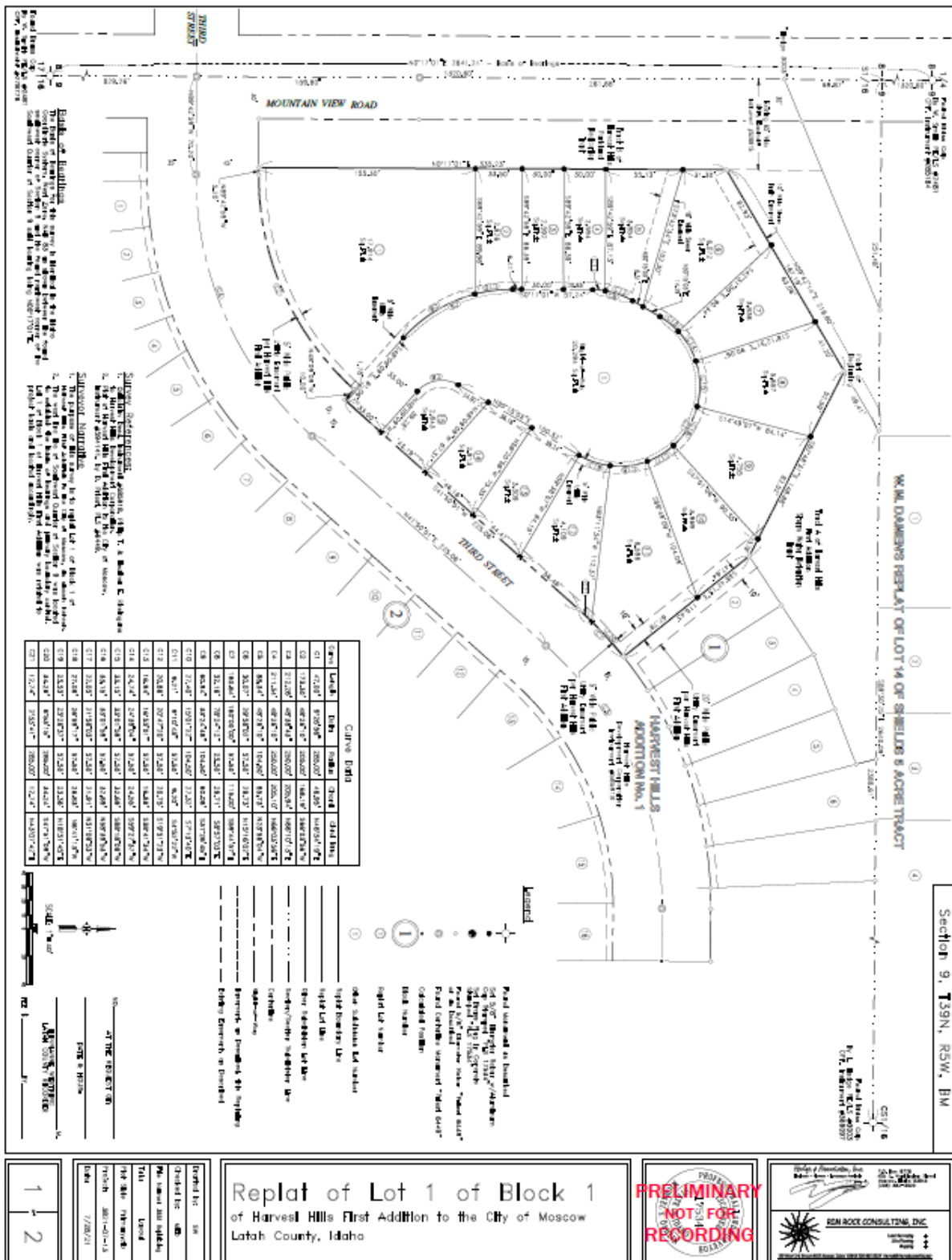
STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Phil Rheingans, authorized representative of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC for the State of _____
Residing at _____
My Commission expires: _____

Attachment A



LEGAL DESCRIPTION

Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, is hereby described as follows: The portion of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, that is bounded on the north by the line of the south line of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, on the east by the line of the east line of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, on the south by the line of the south line of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, and on the west by the line of the west line of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho.

The portion of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, that is bounded on the north by the line of the south line of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, on the east by the line of the east line of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, on the south by the line of the south line of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, and on the west by the line of the west line of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho.

DEDICATION

Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, is hereby dedicated to the City of Moscow, Idaho, for use as a public park and recreation area. The dedication is made by the Harvest Hills Development Corporation, the owner of the property, and the City of Moscow, Idaho, the recipient of the dedication.

APPROVALS

APPROVALS

By _____, Mayor of the City of Moscow, Idaho, on this _____ day of _____, 2021.

By _____, President of the Harvest Hills Development Corporation, on this _____ day of _____, 2021.



APPROVALS

By _____, Mayor of the City of Moscow, Idaho, on this _____ day of _____, 2021.

By _____, President of the Harvest Hills Development Corporation, on this _____ day of _____, 2021.

By _____, Mayor of the City of Moscow, Idaho, on this _____ day of _____, 2021.

By _____, President of the Harvest Hills Development Corporation, on this _____ day of _____, 2021.

By _____, Mayor of the City of Moscow, Idaho, on this _____ day of _____, 2021.

SURVEYOR'S CERTIFICATE

I, _____, a duly licensed surveyor in the State of Idaho, do hereby certify that the foregoing description of Block 1 of Lot 1 of Block 1, Harvest Hills, Latah County, Idaho, is correct and true to the best of my knowledge and belief.



Witness my hand and seal this _____ day of _____, 2021.

Replat of Lot 1 of Block 1
of Harvest Hills First Addition to the City of Moscow
Latah County, Idaho

**PRELIMINARY
NOT FOR
RECORDING**



1	2
2	2

COMMITTEE STAFF REPORT

DATE: Monday, August 23, 2021



RESPONSIBLE STAFF

Todd Drage

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Harvest Hills Second Addition Development Agreement (ACTION ITEM) - Todd Drage

DESCRIPTION

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a final plat for the development of the property at the current eastern end of Third Street and, the Harvest Hills First Addition Subdivision. On May 17th, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Second Addition and will be presented for City Council approval on September 7th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items.

STAFF RECOMMENDATION

Recommend approval of the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition, or provide staff further direction.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Harvest Hills 2nd-DEVELOPMENT AGREEMENT-2021_final

**DEVELOPMENT AGREEMENT
BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION AND THE CITY OF MOSCOW, IDAHO is entered into this ____ day of _____, 2021, by and between Harvest Hills Development Corporation, whose address is PO Box 8986, Moscow, ID 83843 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Harvest Hills 2nd Addition subdivision to the City of Moscow, Latah County, Idaho; and

WHEREAS, DEVELOPER understands that improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, CITY desires to ensure that public improvements, consisting of water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices, and sidewalks are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER’s own free will and accord, without coercion, without inducement, and at DEVELOPER’s request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

NOW, THEREFORE, DEVELOPER and CITY hereby agree as follows:

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Harvest Hills 2nd within the City of Moscow, Latah County, Idaho, more particularly described as follows:

A parcel of land located in the Southwest Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, more particularly described as follows:

Commencing at the southwest corner of Section 9, thence along the westerly line of Section 9, N0°17'01"E, 1320.60 feet, to the northwest corner of the South Half of the Southwest Quarter of Section 9; Thence along the north line of said South Half; S89°30'25"E, 573.94 feet to the northeast corner of Harvest Hills First Addition and the Point of Beginning:

Thence continuing along said north line the following three courses:

Thence S89°30'25"E, 971.91 feet to the west right-of-way line of Janson Street;

Thence S89°30'25"E, 50.00 feet to the east right-of-way line of Janson Street;

Thence S89°30'25"E, 538.16 feet;

Thence leaving said north line, N0°12'44"W, 157.00 feet to the southwest corner of Lot 5, Block 2 of Moser Estates Third Addition;

Thence along the south line of Moser Estates Third Addition, S89°32'04"E, 508.66 feet to the southeast corner of said Addition and the east line of the North Half of the Southwest Quarter of Section 9;

Thence along said east line, S0°43'42"W, 157.23 feet to the northeast corner of the South Half of the Southwest Quarter of Section 9;

Thence along the east line of the South Half of the Southwest Quarter of Section 9, S0°19'35"W, 329.39 feet;

Thence leaving said east line, S89°33'13"W, 291.71 feet to the northeast corner of Rolling Hills Addition No. 8;

Thence along the north line of Rolling Hills Addition No. 8 the following three courses:

Thence N89°33'13"W, 803.96 feet to the northeasterly right-of-way line of Third Street;

Thence N89°33'13"W, 87.41 feet to the southeasterly right-of-way line of Third Street;

Thence N89°33'13"W, 153.16 feet to the northeast corner of Rolling Hills Addition No. 6

Thence along the north line of Rolling Hills Addition No. 6, N89°33'13"W, 672.01 feet to the southeast corner of Harvest Hills First Addition;

Thence along the easterly boundary of Harvest Hills First Addition the following five courses:

Thence N0°29'33"E, 143.52 feet to the south right-of-way line of Third Street;
Thence N0°29'33"E, 70.00 feet to the north right-of-way line of Third Street;
Thence continuing along said easterly boundary and along said north right-of-way line the following two courses:
 Thence N89°30'25"W, 37.69 feet;
 Thence 14.97 feet along a curve to the left, having a Delta = 3°00'35", Radius = 285.00 feet, Chord = 14.97 feet and a Chord Bearing = S88°59'17"W;
Thence Continuing along said easterly boundary and leaving said north right-of-way line N2°31'01"W, 118.07 feet to the Point of Beginning.

Parcel Contains 17.20 Acres, more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

III. TERM.

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed and accepted by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Section

5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and

C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the City Engineer. This security shall be in the form of cash, construction

bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

Prior to construction of the Subdivision, to satisfy the requirements of Moscow City Code Section 5-1-5 (F), DEVELOPER agrees to voluntarily dedicate as parkland for the Harvest Hills Second Addition Subdivision in the City of Moscow, Idaho as shown on the plat attached as Exhibit "A", the 19,083 square foot of the cul-de-sac park area at the end of Amber Court, and, a 10-foot wide pedestrian right-of-way totaling 1,525 square feet, which connects the cul-de-sac park area to the City's existing Moser Park.

X. PHASING.

No phasing has been requested for this development.

XI. AS-CONSTRUCTED DRAWINGS.

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by the City Engineer.

XII. FAILURE TO COMPLY.

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. 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.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER

CITY

Harvest Hills Development Corp.
PO Box 8986
Moscow, ID 83843
Phone: (619) 520-8753

City of Moscow, Idaho
Bill Lambert, Mayor
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into it knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

DEVELOPER:

Harvest Hills Development Corporation

CITY:

City of Moscow, Idaho

Phil Rheingans , President

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Phil Rheingans known to me to be the authorized representative of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above written.

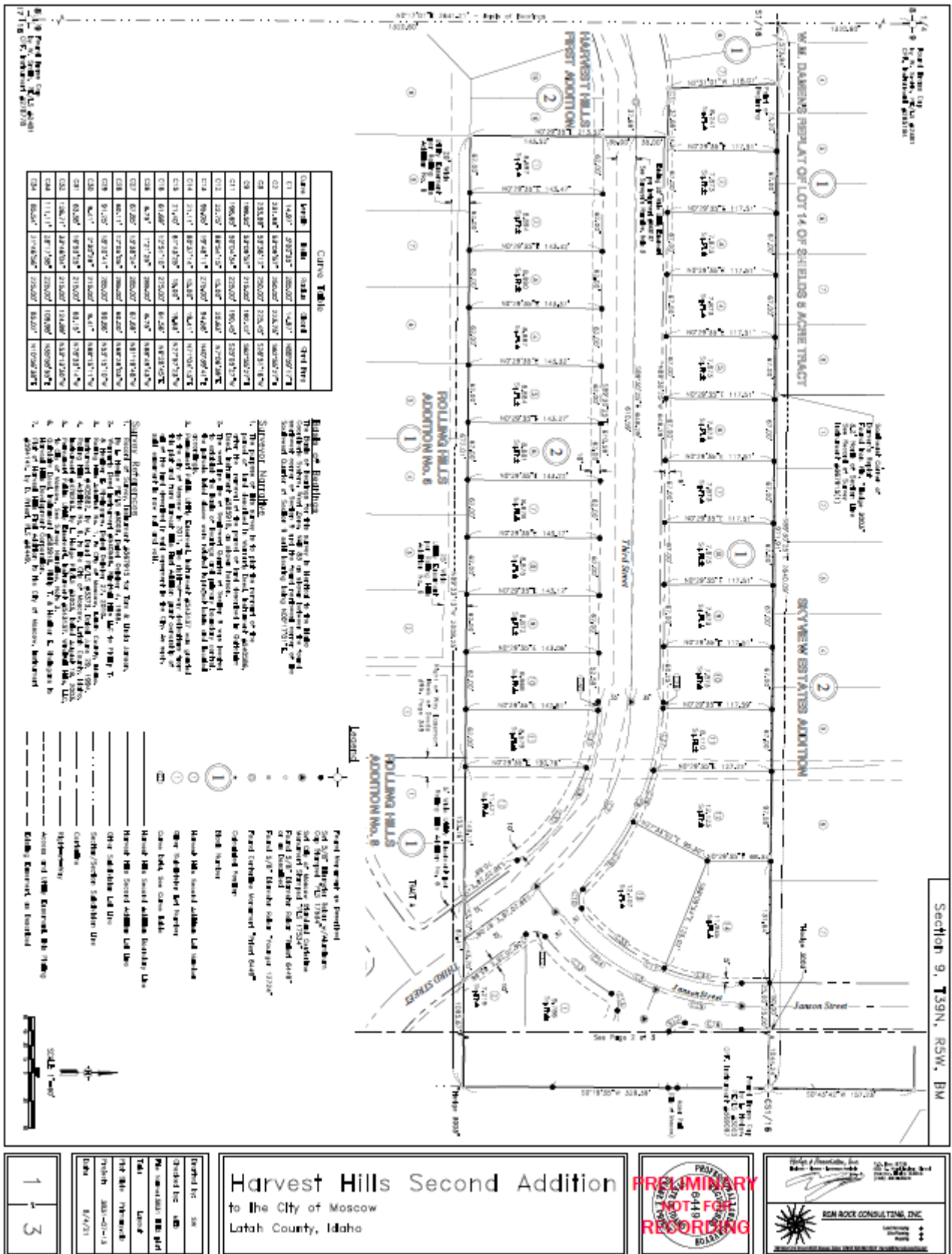
(seal)

NOTARY PUBLIC

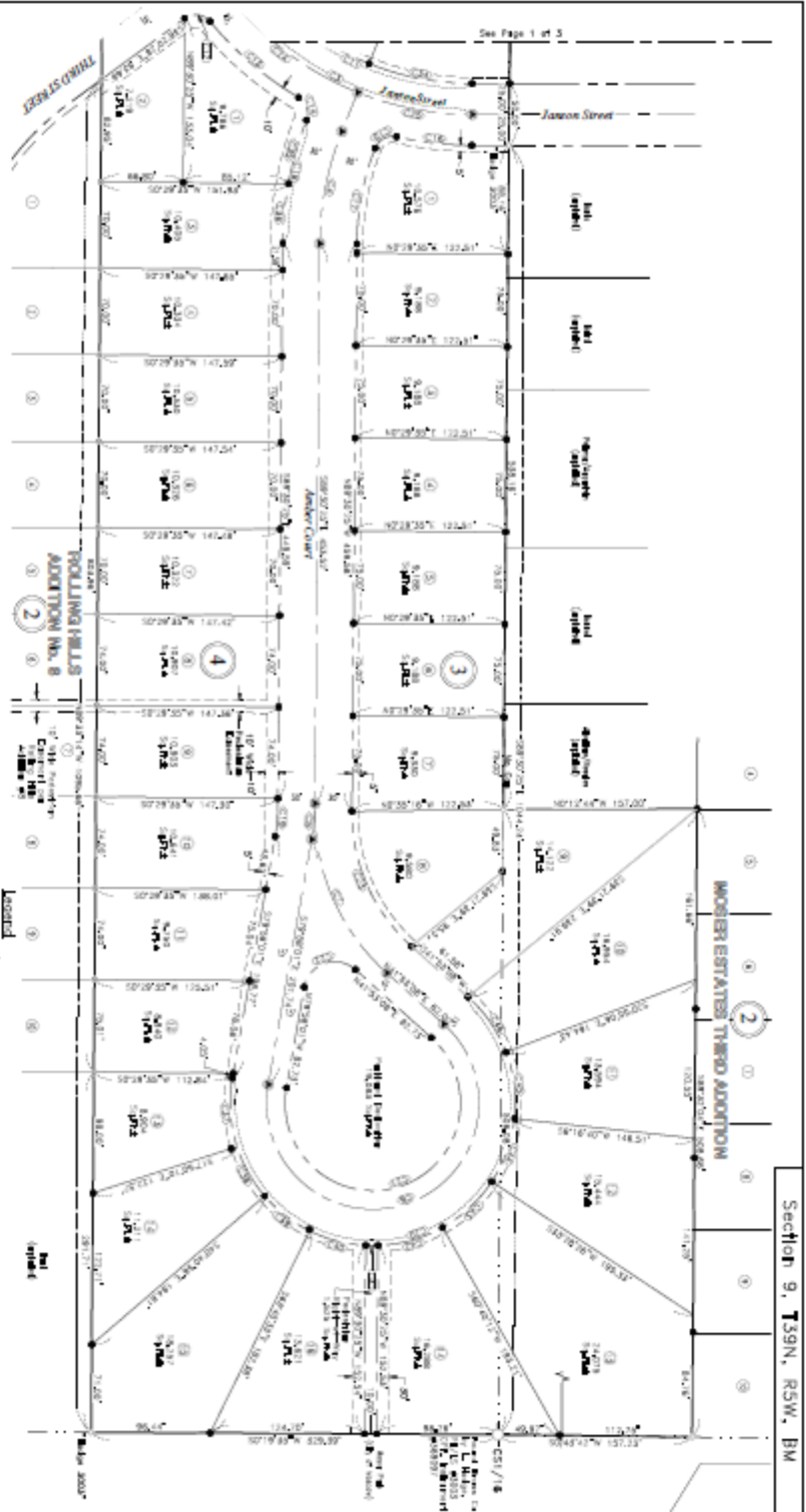
Residing at _____

My Commission _____

Exhibit "A"



Entered by:	SM
Checked by:	SM
File name and path:	SM-01-01-01
Title:	Letter 121
First name:	Pyromorphite
Formula:	3Pb5-32-13
Date:	8/4/2011

$$\frac{2}{3}$$
[illegible][illegible]

On March 1, the railroad sent a letter to the owners of the property, asking them to sell the property to the railroad. The railroad offered to pay \$100,000 for the property, but the owners refused. The railroad then filed a lawsuit against the owners, claiming that the property was needed for the railroad's operations. The court ruled in favor of the railroad, and the property was sold to the railroad for \$100,000.

There is a growing body of literature on the effects of the environment on human health. This literature suggests that environmental factors, such as air pollution, noise, and stress, can have significant impacts on human health. For example, air pollution has been linked to respiratory diseases, heart disease, and cancer. Noise has been linked to hearing loss, sleep disturbance, and stress. Stress has been linked to a variety of health problems, including high blood pressure, heart disease, and depression. This literature also suggests that environmental factors can interact with each other and with individual factors, such as genetics and lifestyle, to influence human health. For example, air pollution may have a greater impact on people with pre-existing respiratory conditions. This literature has important implications for public health and environmental policy. It suggests that efforts to improve human health should take into account the role of the environment. This may involve reducing air pollution, controlling noise, and managing stress. It may also involve promoting healthy lifestyles and addressing individual health problems. Further research is needed to better understand the complex relationships between the environment and human health.

[illegible]

be to develop technology. His contribution to the world will not

ACKNOWLEDGMENT
 I thank _____

On 21 June 2021, between 10.00 and 12.00 hours, the author observed a male *Leptocryptus* sp. (Fig. 1) feeding on a small, dark, elongated object (possibly a larva or pupa) in the water. The object was approximately 1 mm in length and 0.5 mm in width. The object was dark in color and had a slightly irregular shape. The object was located in the water near the bottom of the tank. The object was observed to be moving slightly. The object was observed to be moving slightly. The object was observed to be moving slightly.

In return, I intend to pay him a good deal.

History 2011 _____
 Reading 1 _____
 My Character 1 _____

and I have frequently returned to serve patients in the same way. I am grateful to the students who have accepted my ideas, and to the teachers who have encouraged me to continue. The last featured in this list is David Givner, the 1982 recipient of the 1981 American Academy of Child and Adolescent Psychiatry Award for his work on the treatment of depression in adolescents. He is currently a resident in the Child and Adolescent Psychiatry Division at the University of California, San Francisco, and will be in the Department of Psychiatry at the University of California, San Francisco, in 1985.

APPROVAL:

[illegible][illegible]

Unit	Major, Min & Minor
Unit 1	Major: 1, Min: 1, Minor: 1
Unit 2	Major: 2, Min: 2, Minor: 2
Unit 3	Major: 3, Min: 3, Minor: 3
Unit 4	Major: 4, Min: 4, Minor: 4
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Unit 77	Major: 77, Min: 77, Minor: 77
Unit 78	Major: 78, Min: 78, Minor: 78
Unit 79	Major: 79, Min: 79, Minor: 79
Unit 80	Major: 80, Min: 80, Minor: 80
Unit 81	Major: 81, Min: 81, Minor: 81
Unit 82	Major: 82, Min: 82, Minor: 82
Unit 83	Major: 83, Min: 83, Minor: 83
Unit 84	Major: 84, Min: 84, Minor: 84
Unit 85	Major: 85, Min: 85, Minor: 85
Unit 86	Major: 86, Min: 86, Minor: 86
Unit 87	Major: 87, Min: 87, Minor: 87
Unit 88	Major: 88, Min: 88, Minor: 88
Unit 89	Major: 89, Min: 89, Minor: 89
Unit 90	Major: 90, Min: 90, Minor: 90
Unit 91	Major: 91, Min: 91, Minor: 91
Unit 92	Major: 92, Min: 92, Minor: 92
Unit 93	Major: 93, Min: 93, Minor: 93
Unit 94	Major: 94, Min: 94, Minor: 94
Unit 95	Major: 95, Min: 95, Minor: 95
Unit 96	Major: 96, Min: 96, Minor: 96
Unit 97	Major: 97, Min: 97, Minor: 97
Unit 98	Major: 98, Min: 98, Minor: 98
Unit 99	Major: 99, Min: 99, Minor: 99
Unit 100	Major: 100, Min: 100, Minor: 100

Control and released by the District Health Officer on _____ 2021.

H. C. _____, H. C. _____

Printed on request by the Latin County Survey on _____ 2001

For the year ended 31 March 2017, the Group's revenue was derived from the following sources:

21. What is the author's attitude toward the author of the book, *On the Edge of the Abyss*?

AT THE COURT OF THE
COUNTY OF LOS ANGELES
IN AND FOR THE STATE OF CALIFORNIA

Received 08-05-2021

3 -	3	Harvest Hills Second Addition to the City of Moscow Latah County, Idaho	PRELIMINARY NOT FOR RECORDING	Wilder & Associates, Inc. Registered Professional Surveyors No. 10000, State of Idaho  WILDER & ASSOCIATES, INC. Surveying Engineering Planning 1000 N. 10th St., Suite 200 Moscow, ID 83843 (208) 388-8800
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COMMITTEE STAFF REPORT

DATE: Monday, August 23, 2021



RESPONSIBLE STAFF

Todd Drage

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Harvest Hills Second Addition Monumentation Agreement (ACTION ITEM) - Todd Drage

DESCRIPTION

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a final plat for the development of the property located east of Mountain View Road and the current eastern extent of Third Street. On May 17th, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Second Addition and will be presented for City Council approval on September 7th. If the Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

STAFF RECOMMENDATION

Recommend approval of the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition; or provide staff further direction.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Harvest Hills 2nd-MONUMENTATION AGREEMENT-2021_final

**MONUMENTATION AGREEMENT
BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2021 by and between Harvest Hills Development Corporation, PO Box 8986, Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Harvest Hills 2nd Addition to the City of Moscow; and

WHEREAS, DEVELOPER has not, at this time, set interior monuments as required by Idaho Code Section 50-1303; and

WHEREAS, DEVELOPER desires to record the final plat of Harvest Hills 2nd Addition; and

WHEREAS, Idaho Code Sections 50-1331 through 50-1333 allow the setting of interior monuments for subdivisions following the recording of the final plat; and

WHEREAS, the parties mutually desire to ensure that such monuments be installed;

NOW THEREFORE, for and in consideration of the following mutual promises, DEVELOPER and CITY hereby agree and covenant as follows:

1. PROPERTY AFFECTED: Property which is subject to this Agreement is described as Harvest Hills 2nd Addition to the City of Moscow (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference.
2. PROFESSIONAL LAND SURVEYOR: For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is Michael E. Dahlin, Idaho PE/LS No.17534, of Rim Rock Consulting in Moscow, Idaho.
3. CONDITIONS OF RECORDING WITHOUT MONUMENTATION: Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:
 - A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments

shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and

- C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
- A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and
 - D. To furnish CITY with a cash deposit in the amount of Four Thousand Three Hundred Twenty Dollars (\$4,320), which is equal to the one hundred twenty percent (120%) of the Three Thousand Six Hundred Dollars (\$3,600) estimated by Surveyor to set Subdivision interior monuments.
5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Four Thousand Three Hundred Twenty Dollars (\$4,320) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT. If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the parties, heirs, assigns and successors and interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

Developers

City of Moscow:

Harvest Hills Development Corp.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Phil Rheingans , authorized representative of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC for the State of _____
Residing at _____
My Commission expires:_____

COMMITTEE STAFF REPORT

DATE: Monday, August 23, 2021



RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician, Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements (ACTION ITEM) - Nate Suhr / Alisa Anderson

DESCRIPTION

The Highway Safety Improvement Program (HSIP) is a federally funded program aimed at reducing Fatal and Serious Injury crashes on the roadway systems. Local Highway Jurisdictions (LHJs) receive approximately \$8.5 million of the state HSIP funds through the Local Highway Safety Improvement Program (LHSIP), a program administered through the Local Highway Technical Assistance Council (LHTAC). LHJs, such as the City of Moscow, with Fatal and/or Serious (Type A) crashes are eligible for the program. This federally funded program requires a local match not to exceed 7.34%. In January 2019, City staff requested funding to assist with the total project costs of \$880,000 for the Public Avenue Corridor Safety Improvements project under the Local Highway Safety Improvement Program (LHSIP) and received notification of award in April, 2019.

The City of Moscow's Public Avenue Corridor Safety Improvement project is located in northeast Moscow and includes a 1,100 foot corridor on Public Avenue from Polk Street to Lincoln Street. The project is designed to address a high rate of crashes causing injuries and a fatality in the project area. The project includes the installation of a concrete splitter island at the intersection of Polk Avenue and Public Avenue. The road section will be upgraded to include 12-foot vehicle lanes and 5-foot bicycle lanes. The project will also include the installation of approximately 2,200 linear feet of curb, gutter, and a 5-foot sidewalk. The improvements will widen the roadway and eliminate roadside ditches, creating a more navigable corridor for both vehicles and pedestrians. The total cost of the project is estimated at \$880,000 with a maximum federal participation of \$815,408. The local match requirement is 7.34% (\$64,592) of which \$3,000 was previously paid with the State/Local Agreement for Design and Construction that was executed in July, 2020. The Idaho Transportation Department (ITD) has requested the City execute a Local Professional Services Agreement to complete the Design Services phase prior to construction.

The improvements to this corridor will provide a safer pedestrian/bike environment and help keep drivers on the road through the installation of curbing and advance warning signs for the curves. The removal of several roadside hazards to include ditch lines, trees, and utility poles will greatly decrease the risk of injury cases where an errant vehicle does leave the roadway. The installation of a permanent concrete splitter island will provide safer turning conditions at the currently skewed intersection at Polk Street and Public Avenue. Lastly, the installation of larger, retroreflective signs and thermoplastic crosswalk bars will increase stop compliance at the intersections. All of these roadway improvements will work together to improve the conditions, creating a much safer corridor.

To engage a design professional, a request for information (RFI) was issued by LHTAC for design services on March 31, 2021, and three qualified engineering firms responded. HMM, LLC of Nampa,

Idaho, has been selected to perform the design services work on this project. The LHTAC and City staff have negotiated an agreement with HMM, LLC to perform these services for \$96,078.00. The amount equates to 15% of the estimated construction amount which both the LHTAC and City Staff deem reasonable for these services on a federal-aid project. The design is expected to be completed by January 31, 2022, and it is anticipated the project will be advertised for construction immediately following LHTAC's and ITD's approval. Construction is expected to occur during the spring of 2022. The attached Local Professional Services Agreement has been reviewed and approved by the City Attorney.

STAFF RECOMMENDATION

Recommend approval to execute the Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements Project No. A022 (402).

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to execute the Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements Project No. A022 (402), or provide staff further direction.

FISCAL IMPACT

Local cash match in the amount of 7.34% of the entire project is estimated at \$64,592.00. Funds have been programmed in the FY21 through FY23 Capital Improvement Plan.

PERSONNEL IMPACT

The design will be performed by a consultant engineering firm and be managed by the City's Community Planning and Design Department.

ATTACHMENTS

1. 22402 LPA HMM

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 96007

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF MOSCOW, whose address is PO Box 9203 Moscow ID 83843-1703, hereinafter called the "Sponsor," and HMH, LLC, whose address is 3882 N. Schreiber Way, Ste 104, Coeur d'Alene, ID, 83815, hereinafter called the "Consultant."

RATIFICATION

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

NOW, THEREFORE, the parties hereby agree as follows:

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

PROJECT NAME: PUBLIC AVE CORRIDOR SAFETY IMPROVEMENTS,
MOSCOW
PROJECT NO: A022(402)
KEY NO: 22402

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:
Terracon Consultants, Inc.

II. AGREEMENT ADMINISTRATOR

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

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

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

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

- a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

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

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

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

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **6/30/2022**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Cost Plus Fixed Fee
- B. Compensation Amount
 1. Not-To-Exceed Amount: **\$96,078.00**
 2. Additional Services Amount: **\$0.00**
 3. Total Agreement Amount: **\$96,078.00**
- C. Fixed Fee Amount: **\$10,929.00** (This is included in the Total Agreement Amount.)
- D. Approved Overhead Rates for Prime Consultant and Subconsultants

HMH, LLC	135.44%
TERRACON CONSULTANTS, INC.	186.35%

- E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount be negotiated. In no case will rates be adjusted more than once per agreement year.
- F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$96,078.00** to perform the work of this Agreement.

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

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

HMH, LLC
Consultant

CITY OF MOSCOW
Sponsor

By: Shawn Meigs By: _____
Title: MEMBER Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://itd.idaho.gov/business/?target=consultant-agreements>.
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

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

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

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

D. PERSONNEL

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

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

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

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

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

Cost Plus Fixed Fee

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

Cost

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

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

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

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

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

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

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

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

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

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

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

b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

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

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

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

3. CHANGES IN WORK

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

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

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

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

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

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

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

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

6. DISPUTES

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

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

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

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

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

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

- a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage)
- b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: <http://itd.idaho.gov/business/?target=consultant-agreements> .

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

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

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

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

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

17. SUBLETTING

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

18. PERMITS AND LICENSES

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

19. PATENTS AND COPYRIGHTS

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

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

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

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. <http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

21. INSPECTION OF COST RECORDS

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

24. EMPLOYEE ELIGIBILITY

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

DETAILED SCOPE OF WORK

Project Name: Public Avenue Corridor Improvements
Key No: 22402
Date: 7/12/2021
Prepared By: Justin Shaw

This project will widen Public Avenue to an urban section with bicycle lanes and separated sidewalks in the existing right-of-way from Polk Street to Lincoln Avenue. A splitter island will be installed at the intersection of Polk Street and Public Ave. Utility adjustments are anticipated on the project.

HMH Engineering is providing civil engineering and surveying services. All design services will follow the City of Moscow Standard Construction Drawings (April 6, 2021), Idaho Transportation Department (ITD) Standard Specifications for Highway Construction (2018) and any current Supplementals, and the ITD Roadway Design Manual (2013).

PROJECT SCHEDULE

The anticipated project schedule is as follows assuming a NTP of 8/2/2021.

Milestone	Anticipated Completion Date
PRELIMINARY CONCEPTUAL DESIGN SUBMITTAL	11/1/2021
FINAL DESIGN SUBMITTAL	12/17/2021
PS&E SUBMITTAL	01/31/2022

THE SCOPE IS ORGANIZED BY THE FOLLOWING TASKS:

- Task 1 Project Management
- Task 2 Survey & Mapping
- Task 3 Preliminary (Conceptual Design)
- Task 4 Final Design
- Task 5 PS&E

ASSUMPTIONS

- Plan sheets will be 11" X 17" at 40 Scale.
- Environmental Documentation and Project Charter will be completed by LHTAC with assistance from HMH.
- LHTAC will provide request and provide a waiver of hearing for the project.
- A design report is not included. LHTAC will request and provide design approval for the project.
- Right-of-way acquisition is not anticipated.

TASK 1: PROJECT MANAGEMENT

- 1.1 General Administration:** This will consist of the daily management of the project and involve administrative tasks of a general nature required of the Consultant during the course of project development including setting up and maintaining project accounting procedures, monitoring project budget, and general project coordination. Once all deliverables are complete, the Consultant will conduct an internal project closeout.
- 1.2 ITD Billing Coordination:** Invoices will be submitted monthly via email in PDF format. Invoices will include the following:
- Cover letter;
 - Invoice summary sheet;
 - Progress Report, ITD-0771;
 - PSA and Invoice Summary, ITD-2761;
 - Backup for time and expenses.
- 1.3 Schedule & Management Control:** A Milestone CPM schedule of the design will be prepared and updated as needed to inform key individuals on the project progress. The project schedule will be developed and maintained using Microsoft Project.
- 1.4 Agreement Closeout:** Upon completion of the project, HMH will work with the ITD Agreement Administrator to conduct Agreement Closeout tasks including:
- Issuance of a final ITD 0771, Professional Agreement Progress Report;
 - Issuance of ITD 0060, Certification of Indebtedness;
 - ITD 2759, Consultant Services Performance Evaluation (submitted to the Consultant from ITD).

TASK 2: SURVEY & MAPPING

HMH will provide the survey control, topographical surveying, boundary, and existing right-of-way surveying services required to complete this task. The purpose of this task is to develop a base map at an accuracy that is suitable for final design plans and to support other project tasks. Elements to be incorporated into this base map will be existing surface features such as culverts, fences, signs, existing rights-of-way, contours, utilities and existing monuments in the project limits.

- 2.1 Project Control:** HMH will utilize the continuously operating reference stations (CORS) and the National Geodetic Survey (NGS) network to establish a horizontal and vertical control network throughout the project with the purpose of supporting mapping activities. The horizontal control will be adjusted to a local control system referenced to the Idaho State Plane Coordinate System, West Zone (NAD83/2011). The vertical datum will be NAVD88 Geoid 18.
- 2.2 Right-of-way Research and Verification:** HMH will perform a thorough research of available recorded documents for the roadway right-of-way. Twenty-two (22) parcels are adjacent to project right-of-way. The right-of-way plans and right-of-way deeds for the project will be researched and obtained. Additionally, other pertinent recorded surveys will be researched and obtained. The research for these documents will be conducted by HMH and will include in person trips to the Latah County Recorder's Office. A title company will be employed to assist with last deed of record research.

HMH surveyors will search for United States Public Land Survey System (PLSS) monuments, right-of-way monuments and property monumentation as needed in the project area. Found monumentation will

have field measurements tied to the primary control network. The existing roadway right-of-way location will be determined based on right-of-way plans for the area roads, recorded deeds, records of surveys, plats and compiled field data.

HMH will travel to the site and make searches for remaining monumentation identified. Field measurements will be made on found monuments and accessories. Scoped for up to two (2) missing.

HMH will develop right-of-way within the project area to use in the plans. The drawing will show recovered monuments and evidence used, such as PLSS monuments (Township, Range, and Section lines as it pertains to subject properties), right-of-way monuments and other survey monuments. The drawing shall also show the primary control network points that are set along the project corridor as part of this project. Two right-of-way monuments will be set as part of this task.

- 2.3 Topographical Survey:** HMH will provide topographical surveying services required to adequately capture the project site. Existing surface features such as pavement and gravel edges, drainage features, grade breaks, culverts, fences, signs, sidewalks, buildings, tree limits, utilities, and any other improvements will be mapped.

HMH will determine existing underground utilities through the One Call process within the project area. It is assumed that the utility providers will mark their lines within the project area as part of a design One Call and that these lines can be recovered by HMH survey crews.

- 2.4 Base Map Development:** The project base map will be developed in accordance with ITD standards. In addition, Google imagery will be obtained for the project area for inclusion in the project base map.

ASSUMPTIONS

- HMH will not provide a boundary survey.
- All work will take place inside existing Right of Way.
- Traffic Control for field survey is not anticipated or included.

TASK 3: PRELIMINARY CONCEPT DESIGN

- 3.1 Site Visit:** Two HMH staff members will visit the project site to photo-document existing conditions and become familiar with the project site. Field notes will be completed for the project file. The site visit is assumed to last all day including travel time.
- 3.2 Design:** HMH will prepare a conceptual design layout utilizing the City of Moscow Typical Section and previously developed base mapping. Sections and details will be generated to show roadway, sidewalk, curb, and pavement signing, striping, materials, thicknesses, etc. Horizontal alignments will be drawn showing all necessary geometric attributes. Plan sheets for roadway design and details will be developed. The design will incorporate utility adjustments as necessary including an evaluation of the existing drainage system and any recommended improvements.
- 3.3 Materials Investigation:** HMH will improve the existing road with a new typical section consisting of Subgrade Separation Geotextile Fabric, 8 inches of 1.25 inch minus aggregate base, 6 inches of 0.75 inch aggregate base, and 4 inches of pavement. The design will include removing the existing asphalt and building the existing road base to meet the proposed grade. However, if the existing road is in poor condition, HMH will design a new section using the Collector (1c) typical sections with a modified right-

of-way. HMH will provide a pavement condition survey and bores to determine existing conditions as detailed in Section 240.00 of ITD's Roadway Materials Report.

- 3.4 Public Involvement:** HMH will develop the ITD Corridor Plan Public Outreach Planner (POP) to facilitate the public involvement effort.
- 3.5 Environmental Evaluation:** LHTAC will provide Environmental Evaluation and documentation tasks for the project. An environmental document approval (Cat Ex) is anticipated. HMH will assist LHTAC by providing design information as required.
- 3.6 Preliminary Concept Design Submittal:** The HMH team will assemble and submit preliminary plans to the City of Moscow and LHTAC for review and approval.

TASK 4: FINAL DESIGN

- 4.1 Design:** Sections and details will be finalized to show significant detail to construct, signing, roadway and sidewalk improvements. Horizontal Alignments will be finalized showing all necessary geometric attributes. Detailed quantity information will be compiled for inclusion in the Bid Documents. Coordination with utilities will be completed. The Plans will clearly show each utility on the plans. Drainage design will be finalized. The following design drawings are anticipated and will be included in the final design submittal package.

Sheet Group	# Sheets	Preliminary	Final/PS&E
Title Sheet	1	x	x
Project Clearance Summary	1		x
Typical Sections	1	x	x
Roadway Summary	1		x
Legend Sheet	1		x
Plan & Profile Sheets	4	x	x
Utility Sheets	4	x	x
Roadway Detail Sheets	2		x
Pollution Prevention Plan	4	x	x
Sign Erection Tables	1		x
Traffic Control Summary	1		x
Traffic Control Plans	1		x
Total # of Sheets		14	22

- 4.2 Traffic:** Finalize construction traffic control plans. Traffic control will be designed in accordance with the latest ITD and MUTCD requirements. Signage and pavement marking plans and will be finalized. Design will be in accordance with the latest ITD and MUTCD manuals.
- 4.3 Opinion of Probable Construction Cost:** HMH will update the opinion of probable construction cost to reflect final bid items and quantities.
- 4.4 Construction Schedule:** HMH will determine the approximate construction contract time based on discussions with the City and LHTAC.

- 4.5 Contract Documents:** HMH will prepare Special Provisions for the project.
- 4.6 Final Plan QA/QC:** Senior-level engineers from HMH not involved with the design and checking process will perform a quality control review of the final design plans. Tasks include an overall review of the plans, construction cost estimate, special provisions, and review for consistency. QA/QC comments will be incorporated before plans are submitted for review.
- 4.7 Final Plan Submittal:** HMH will assemble and submit final construction documents including the LHTAC Final Design Checklist for review by LHTAC and the City. Plans will be submitted electronically to LHTAC and the City.

TASK 5: PS&E

HMH will revise the final design plans, special provisions, estimate of contract time and opinion of probable construction costs per the Final Design Review comments. Significant changes to the design requiring re-design efforts are not anticipated and not included in this scope, however substantial review comments are anticipated. A PS&E package will be submitted.

- 5.1 QA/QC Review:** HMH will perform an independent review of the draft bidding documents by a senior level engineer not involved with the design and checking process.
- 5.2 QA/QC Revisions:** Senior review comments will be incorporated before the PS&E package is submitted to LHTAC.
- 5.3 PS&E Submittal:** HMH will assemble and submit the contract documents, resident engineer's file, and other PS&E documents to LHTAC after addressing Final Design review comments and performing a QA/QC Review.
- 5.4 Resident's File:** HMH will prepare a resident engineer's file for the project.
- 5.5 PS&E Submittal Checklist:** HMH will prepare and submit the ITD PS&E Submittal Checklist (Design Manual Figure 9-2).

CONSULTANT
PROJECT NAME
PROJECT NUMBER
DATE
KEY NUMBER

HMH Engineering, LLC.
 Public Avenue Corridor Improvements
 A022(402)
 6/29/2021
 22402

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
1	Shawn Metts, PE	0.9	=	7	@	\$53.94	=	\$ 377.58
2	Justin Shaw, PE	5.3	=	42	@	\$45.32	=	\$ 1,903.44
3	Jen Blood, PE	34.0	=	272	@	\$37.00	=	\$ 10,064.00
4	Christine Baker, PE	32.0	=	256	@	\$32.00	=	\$ 8,192.00
5	Jade Williams, EIT	5.0	=	40	@	\$20.00	=	\$ 800.00
6	Vicki Klemm, PLS	7.8	=	62	@	\$41.00	=	\$ 2,542.00
7	Scott Kirking	8.0	=	64	@	\$35.00	=	\$ 2,240.00
8	Mitch Anderson	8.0	=	64	@	\$31.00	=	\$ 1,984.00
9	Jim Whitbread, PE, PG	7.0	=	56	@	\$49.00	=	\$ 2,744.00
10	Matt Hall, PE	3.0	=	24	@	\$53.94	=	\$ 1,294.56
11	Carla Redline	3.5	=	28	@	\$36.23	=	\$ 1,014.44
TOTAL RAW LABOR COST								= \$33,156.02

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate	
\$33,156.02	X	135.44%	= \$44,906.51

C. NET FEE

Total Raw Labor & Overhead		NET FEE**	
\$78,062.53	X	14.0%	= \$10,928.75

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
\$33,156.02	X	0.00%	= \$0.00

TOTAL LABOR \$88,991.29

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount		Unit Cost		Estimated Expense
1	* MILEAGE (miles)	1782	@	\$ 0.560	=	\$ 997.92
2	DRILLING & RELATED ACTIVITIES	1	@	\$2,000	=	\$ 2,000.00
3	LAB TESTING	1	@	\$ 1,035.00	=	\$ 1,035.00
4	LODGING	9	@	\$ 96.00	=	\$ 864.00
5	* MEALS (Days)	12	@	\$ 55.00	=	\$ 660.00
TOTAL ESTIMATED EXPENSE						= \$ 5,556.92

F. SUBCONSULTANTS

1	Terracon	=	\$ 1,530.00
2		=	

TOTAL = \$96,078.21

* As per the "FEDERAL PER DIEM RATES FOR IDAHO"

** Negotiated % Fee

Project Name:	Public Avenue Corridor Improvements											
Key No:	22402											
Date:	6/29/2021											
Prepared By:	J Shaw											
		1	2	3	4	5	6	7	8	9	10	11
		Shawn Metts, PE	Justin Shaw, PE	Jen Blood, PE	Christine Baker, PE	Jade Williams, EIT	Vicki Klemm, PLS	Scott Kirking	Mitch Anderson	Jim Whitbread, PE, PG	Matt Hall, PE	Carla Redline
TASK	Project Name	Principal	Project Manager	Project Engineer	Project Engineer	Staff Engineer	Project Surveyor	Survey Party Chief	Survey Tech	Project Engineer	Quality Control	Administrative Assistant
1	PROJECT MANAGEMENT	1	4	40	0	0	0	0	0	0	0	28
1.1	General Administration	1	4	24								2
1.2	LHTAC Billing Coordination			8								24
1.3	Schedule & Management Control			4								
1.4	Agreement Closeout			4								2
2	SURVEY & MAPPING	0	0	0	0	0	62	64	64	0	0	0
2.1	Project Control						2	8	8			
2.2	Right-of-way Research and Verification						40	16				
2.3	Topographical Survey						8	40	40			
2.4	Base Map Development						4		16			
2.5	Quality Assurance						8					
3	PRELIMINARY CONCEPT DESIGN	2	12	96	128	40	0	0	0	56	0	0
3.1	Site Visit		8	4								
3.2	Design		4	64	120	40						
3.3	Materials Investigation	2			8					56		
3.4	Public Involvement			16								
3.5	Environmental Evaulation			8								
3.6	Preliminary Concept Design Submittal			4								
4	FINAL DESIGN	4	10	120	96	0	0	0	0	0	16	0
4.1	Design	4	2	64	40							
4.2	Traffic				24							
4.3	Opinion of Probable Costs			8								
4.4	Construction Schedule			8								
4.5	Contract Documents			40	32							
4.6	Final Plan QA/QC		4								16	
4.7	Final Plan Submittal		4									
5	PS&E	0	16	16	32	0	0	0	0	0	8	0
5.1	QA/QC Review										8	
5.2	QA/QC Revisions		4	16	32							
5.3	PS&E Submittal		2									
5.4	Resident's File		8									
5.5	PS&E Submittal Checklist		2									

Aggregate/Soils	Qty.	\$/Each	Total	Concrete	Qty.	\$/Each	Total
Agg/Soil Sample Prep Surcharge		\$65.00	\$ -	Concrete Sample Prep (cut, trim and cap)		\$18.00	\$ -
Unit Weight		\$60.00	\$ -	Concrete Core Compressive Strength		\$20.00	\$ -
Sand Equivalent		\$60.00	\$ -	Concrete Cylinder Compressive Strength		\$25.00	\$ -
Sieve Analysis Coarse		\$75.00	\$ -	Shotcrete Core Compressive Strength		\$25.00	\$ -
Sieve Analysis Fine		\$80.00	\$ -	Mortar Cylinder Compressive Strength		\$25.00	\$ -
Sieve Analysis Coarse/Fine	3	\$145.00	\$ 435.00	Masonry Prism Comp. Strength (3)		\$175.00	\$ -
Specific Gravity Coarse		\$100.00	\$ -	Masonry Block Comp. Strength (3)		\$175.00	\$ -
Specific Gravity Fine		\$125.00	\$ -	Grout Cube Compressive Strength		\$25.00	\$ -
Specific Gravity Soil		\$135.00	\$ -	Grout Cylinder Compressive Strength		\$25.00	\$ -
Standard Proctor (T99/ASTM D698)		\$155.00	\$ -	Grout Prism Compressive Strength		\$25.00	\$ -
Standard Proctor Check Point		\$75.00	\$ -	Field Services	Qty.	\$/Each	Total
Modified Proctor (T180/ASTM D1557)		\$175.00	\$ -	Nuclear Density Gauge Daily Fee		\$25.00	\$ -
Modified Proctor Check Point		\$95.00	\$ -	Field Inspector Hourly		\$68.00	\$ -
Moisture Content	3	\$50.00	\$ 150.00	Field Technician Hourly	28	\$50.00	\$ 1,400.00
3/4" Percent Retained / T-74 Check Point		\$75.00	\$ -	Mileage (per mile)		\$0.65	\$ -
Dry Rodded Unit Weight		\$50.00	\$ -	Administration Hourly		\$55.00	\$ -
Cleanliness Value		\$60.00	\$ -	Project Management Hourly		\$85.00	\$ -
Flat & Elongated		\$75.00	\$ -	Soil Sample Core Drill (6")	3	\$200.00	\$ 600.00
Fine Aggregate Angularity		\$60.00	\$ -	Notes:			
Fracture Face		\$60.00	\$ -	R-Value tests are \$600 per sample. HMH will collect the samples and			
Wash for Sieve Analysis		\$65.00	\$ -	tests will be performed at Intermountain Material Testing & Geotechnical			
Plasticity Verification		\$50.00	\$ -	or Terracon.			
Atterburg Limit	3	\$150.00	\$ 450.00				
Organic Content in Soils (AASHTO T 267)		\$120.00	\$ -				
Asphalt	Qty.	\$/Each	Total	Field Technician includes two techs at 10 hours for field prep, travel,			
Asphalt Core Density (Each)		\$35.00	\$ -	sample collection, and delivery/catalog of samples. One tech is 8 hours			
Asphalt Binder Content, NCAT		\$135.00	\$ -	for traffic prep, travel, traffic control.			
Asphalt Extraction Gradation, NCAT		\$275.00	\$ -				
Asphalt Moisture		\$35.00	\$ -				
Gyratory/Volumetrics (2 Pucks)		\$190.00	\$ -				
NCAT Correction Factor		\$300.00	\$ -				
RICE's Theoretical Maximum Specific Gravity		\$100.00	\$ -				
T-99 Binder Anti-Strip		\$55.00	\$ -				
Core Drill (4") Each		\$25.00	\$ -				
TOTAL:				\$3,035.00			

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CONSULTANT
PROJECT NAME
PROJECT NUMBER
DATE
KEY NUMBER

Terracon
Public Avenue Corridor Improvements
A022(402)
6/29/2021
22402

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
1	0.0	=	0	@		= \$	-
2	0.0	=	0	@		= \$	-
TOTAL RAW LABOR COST						= \$	\$0.00

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate		
\$0.00	X	186.35%	=	\$0.00

C. NET FEE

Total Raw Labor & Overhead		NET FEE**		
\$0.00	X	12.5%	=	\$0.00

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate		
\$0.00	X	1.01%		\$0.00

TOTAL LABOR \$0.00

E. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount		Unit Cost		Estimated Expense
1 * MILEAGE (miles)	0	@	\$ 0.560	= \$	-
2 LAB TESTING	3	@	\$510	= \$	1,530.00
4 LODGING	0	@	\$ 96.00	= \$	-
5 * MEALS (Days)	0	@	\$ 55.00	= \$	-
TOTAL ESTIMATED EXPENSE					= \$ 1,530.00

F. SUBCONSULTANTS

1	=
2	=

TOTAL = \$1,530.00

* As per the "FEDERAL PER DIEM RATES FOR IDAHO"

** Negotiated % Fee

PROFESSIONAL SERVICE FEE SCHEDULE LABORATORY TESTING OF SOIL AND ROCK

Sieve Analysis (ASTM D422 and D1140)	
a. Standard Sieves 3-inch through No. 200 (Bulk Sample)	\$95.00
b. Standard Sieve 3-inch-No. 200 (SPT Sample)	\$70.00
c. No. 200 to .005 mm, add to a or b	\$115.00
d. Percent passing No. 200 mesh sieve only	\$55.00
Organic Content	\$55.00
Liquid-Plastic Limit (ASTM D4318) (Atterberg)	\$90.00
Specific Gravity (ASTM D854)	\$72.00
Moisture Content (ASTM D2216)	\$19.00
Moisture-Density Determination	
Standard (ASTM D698) or Modified (ASTMD 1557)	\$180.00
One Point Test	\$62.00
Density & Moisture Content (ASTM D2937) (Unit Weight)	\$52.00
CBR Test (does not include cost of Moisture-Density Determination Test) (ASTM D1883)	\$490.00
R-Value - ITD T8 (ASTM D2844)	\$510.00
pH (ASTM D4972)	\$20.00
Resistivity (ASTM G57) (small box)	\$70.00
Direct Shear per point:	
Consolidated-Drained (ASTM D3080)	\$170.00
One-Dimensional Consolidation or Swell:	
(ASTM D2434 and D4213)	\$240.00
Add to above for time rate readings	\$180.00
Unconfined Compression, (ASTM D2166 and D7012)	\$155.00
Triaxial Shear, per point	
a. Unconsolidated-Undrained, Saturated	\$400.00
b. Consolidated-Undrained w/pore pressure measurements	\$660.00
Permeability Using Triaxial Cell	
a. Undisturbed or Remolded	\$435.00
Special Tests	Quotation on Request
Laboratory Technician for sample preparation	\$70.00/hour
Terracon Equipment Rental & Supplies	Quotation on Request or for Specific Project Need

COMMITTEE STAFF REPORT

DATE: Monday, August 23, 2021



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Jen Pfiffner, Deputy City Supervisor - Culture, Recreation and Employee Services

OTHER RESOURCES

AGENDA ITEM TITLE

Vandal Town Block Party Alcohol Use Request (ACTION ITEM) - Amanda Argona

DESCRIPTION

The City of Moscow, in partnership with the University of Idaho and Moscow Chamber of Commerce, is hosting the annual Vandal Town Block Party on September 16, 2021 in downtown Moscow. The event will welcome back students while celebrating our important community partnerships. The block party is scheduled to be held on Main Street between 3rd and 5th Streets and features live music, games, and local vendors. With the creation of the Entertainment District, the Vandal Town Block Party is requesting a temporary suspension of the open container law by resolution and has secured two licensed alcohol Vendors to host a beer tent and a wine tent. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Vandal Town Block Party for the duration of the event.

PROPOSED ACTIONS

PROPOSE ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Vandal Town Block Party for the duration of the event; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Vandal Town Block Party_Resolution_Beer-Wine_The Entertainment District_tfk_mb

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN THE ENTERTAINMENT DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 9-6-35 and 9-8-17 prohibit any person from selling, serving, giving away, dispensing, consuming or carrying any beer or wine in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, The Entertainment District is defined in Moscow City Code 10-1-12 as an exemption to the Open Containers Prohibition (hereinafter “The Entertainment District”); and

WHEREAS, ~~[Event Sponsor]~~the City of Moscow (hereinafter “the Event Sponsor”) desires to have its sponsored event, Vandal Town Block Party~~[Event Name]~~ (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

WHEREAS, the Permitted Event is an event or series of events sponsored by the Event Sponsor, intended to promote family and community fellowship; and

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

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

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

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

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

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

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING ~~THE EVENT~~ VANDAL TOWN BLOCK PARTY 2021:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 16 day of September, 2021, from 4:00 a.m. p.m. to 8:00 a.m. p.m.

Liability, Insurance and Safety:

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

Vendor:

1. The number of licensed vendor's selling beer and/or wine allowed at the Permitted Event, will be reviewed and approved as part of the permitting process.
2. All beer and/or wine shall be sold only by a licensed vendor.

3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
- ~~5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event, unless it is a City sponsored event.~~
65. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter.
76. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Event Sponsor shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.
87. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Commented [TK1]: Do we want to just delete this sentence or leave it as a standard since it already exempts City-sponsored events?

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine sales and dispensing area within The Entertainment District; and (b) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Recreation, Culture, and Employee Services or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. All food sales and service shall have a space of no less than ten feet (10') between the approved beer and/or wine sales and dispensing area and the food sales or service area.
4. The Event Sponsor shall include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
5. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and/or wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase and possess beer and/or wine.

6. All beer and/or wine shall be dispensed in and consumed from an opaque or paper container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for an alcoholic beverage.
7. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
8. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
9. A sign shall be prominently posted at or near the area designated for beer and/or wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
10. Beer and/or wine shall be sold only within the designated area in The Entertainment District only between the hours of a.m./4:00 p.m. and a.m./8:00 p.m. local time on the 16 day of September, 2021, during the Permitted Event.
11. Beer and/or wine shall be consumed only within The Entertainment District between the hours of a.m./4:00 p.m. and a.m./8:00 p.m. local time on the 16 day of September, 2021, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendor(s) at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

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

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this 7th day of June, 2021.

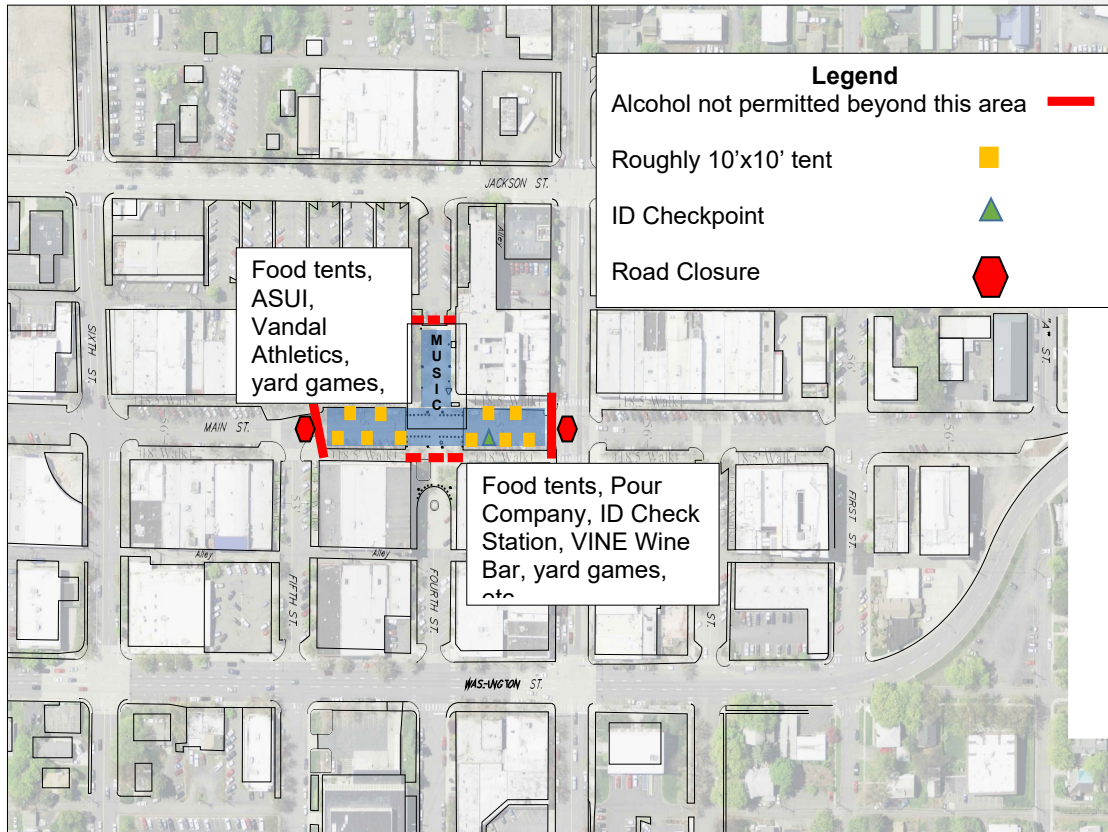
Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2021.

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment A



Attachment B