

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
March 7, 2022**

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. Attendees are subject to any protocols established by Governor Little's Stay Healthy Guidelines of the Idaho Rebounds Plan. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council February 22, 2022 Minutes - Laurie M. Hopkins

B. Police Department - Annual Small Grant Requests for FY22-23 - Alisa Anderson / James Fry / Eric Warner

The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment to include bullet proof vests, child passenger safety seats, and to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, operational and personal safety equipment, and program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches while also making sure the officers are outfitted and equipped with everything they need to safely do their jobs. Grant funding programs include the Bulletproof Vest Partnership, Traffic Enforcement Emphasis, Child Passenger Safety Seats, Partnership for Success Law Enforcement, Drug and Alcohol Patrol and Education, and Shop with a Cop. This was reviewed by the Public Works/Finance Committee on February 28, 2022 and recommended for approval.

ACTION: Approve the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY22-23 fiscal year.

C. Moscow Police Department - OHS Highway Safety Grant FFY 2023 - Alisa Anderson / Eric Warner

The Moscow Police Department (MPD) has identified a funding opportunity to apply for a grant, which is a nationwide program called Selective Traffic Enforcement Program (STEP). The Idaho Transportation Department (ITD), Office of Highway Safety (OHS) is sponsoring this program to address specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The STEP is focused on combatting traffic crashes resulting in fatal and serious injuries. Using problem identification, the agencies focus on traffic safety issues within their jurisdiction. The Idaho STEP is a yearlong grant and awards are granted annually. STEP grants reimburse law enforcement departments for time dedicated to traffic enforcement. Police Officer(s) that participate in the STEP grant must track all performance to include problem identification, a project plan including objectives, performance measures and targets, and budget expenses. The MPD is requesting to apply for the program a maximum of 2,080 regular-time traffic officer enforcement hours plus 200 hours of overtime with the allowable benefit percentage. The estimated amount of reimbursement is anticipated not to exceed \$100,000.00 for the upcoming program period beginning October 1, 2022 through September 30, 2023, which matches the City's FY2023 budget cycle. This was reviewed by the Public Works/ Finance Committee on February 28, 2022 and recommended for approval.

ACTION: Ratify the submittal for Moscow Police Department to apply for the STEP grant in an amount not to exceed \$100,000 for the FY2023 budget period.

D. Taylor Booster Station Supply Loop Bid Award - Bob Buvel

This project consists of the installation of approximately 850 linear feet of watermain in Taylor Street to increase the system capacity supplying the Taylor Booster Station. The new watermain will be a dedicated supply line so it will be sized to prevent low pressure points during fireflow events and there won't be any water services tapped to the new supply line. In addition to the installation of the dedicated supply watermain the existing Taylor Street watermain will be connected to the high pressure side of the Taylor Booster station, increasing pressure and fire flow in an area known to be inadequate in pressure and fireflow.

Bids were opened on Tuesday, Feb 22, 2022. Two bids were received, ranging from \$315,817 to \$549,938. The bid from ML Albrights & Sons, Inc was the apparent low bid of \$315,817.00. The full bid tabulation is included in the packet. This was reviewed by the Public Works/Finance Committee on February 28, and recommended for approval.

ACTION: Accept the low bid from ML Albrights & Sons, Inc., award the contract for the bid amount of \$315,817.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

E. Lot Line Adjustment: 1604 and 1704 East D Street - Aimee Hennrich

The applicant, Jon Staniewski, is requesting a lot line adjustment between three properties located at 1604 and 1704 East D Street. The purpose of this adjustment is to facilitate the separation of two single family dwellings from the pasture field that exists on the property which is currently within a conservation easement. The parcels that currently contain the two single family dwellings are zoned Farm, Ranch, and Outdoor Recreation (FR). The applicant has concurrently applied for a rezone of the subject property from the FR Zone to the Moderate Density Single Family Residential (R-2) Zone. The Planning and Zoning Commission conducted a public hearing and recommended approval of the rezone application on January 26, 2022. In the Moderate Density Single Family Residential (R-2) Zone, the minimum lot size is 7,000 sf and the minimum lot width is 60 feet. All proposed lots meet the minimum lot size and width requirements of the R-2 Zone and the two single family dwellings meet all setback requirements. The rezone proposal has been scheduled for a public hearing at the upcoming March 7, 2022 City Council meeting. This was reviewed and approved by the Public Works and Finance Committee on February 28, 2022, with the condition

that the proposed rezone be approved by City Council.

ACTION: Approve the lot line adjustment request with the condition that the proposed rezone be approved by City Council.

F. Lot Line Adjustment: 617 and 623 East D Street - Aimee Hennrich

The applicants, Christie and Richard Wegner and Maureen Marten, are requesting a lot line adjustment between two properties located at 617 and 623 East D Street. The proposed adjustment would reduce the lot addressed as 623 East D Street from 10,350 sf to 10,212 sf and expand the lot addressed 617 East D Street from 8,100 sf to 8,238 sf. The applicants are requesting the adjustment in order to accommodate an existing fence and water meter that have been installed over the adjoining property line. Both houses are existing and are located within the Medium Density, Residential Zoning District (R-3). Within the R-3 Zoning District, lots with single-family dwellings require a minimum area of 6,000 sf and a minimum lot width of 60 feet. The proposed adjustment meets both of these standards and both houses will meet all setback requirements. This was reviewed and approved by the Public Works and Finance Committee on February 28, 2022.

ACTION: Approve the lot line adjustment request with no conditions.

G. First Step Internet Paradise Pathway Fiber License Agreement - Bill Belknap

The City was recently approached by representatives of First Step Internet who are working with the Whitepine School District to extend fiber optic service to the District's school facilities to provide high-speed internet access. First Step is seeking approval to install the underground conduit and fiber optic cable along the edge of the Paradise Path from the Alturas Drive crossing to the City's eastern city limit boundary just west of Carmichael Road. Staff has prepared a non-exclusive license agreement to allow the installation of the requested conduit and cable and, in exchange, First Step will provide the City with 1 fiber strand to the current, or future city limit boundary for the City's potential future use. The license agreement would have an initial term of 10 years, with a second 10-year renewal term. First Step would also be required to repair any damage to the pathway that may occur during the installation. This was reviewed by the Public Works/Finance Committee on February 28, 2022 and recommended for approval.

ACTION: Approve the License Agreement with First Step Internet.

REGULAR AGENDA

2. Staff Recognition Report - Bill Belknap

3. Mayors Appointments (ACTION ITEM)

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

5. Public Hearing: 1604 & 1704 East D Street Proposed Rezone (ACTION ITEM) - Mike Ray

The applicant, Jon Staniewski, is requesting to rezone an approximately 4-acre area located at 1604 & 1704 East D Street. The parcel is currently zoned Farm, Ranch, and Outdoor Recreation (FR) which the applicant is proposing to rezone to the Moderate Density Single Family Residential (R-2) Zone. The purpose of the rezone request is to facilitate the separation of two single family dwellings from the pasture field that exists on the property which is currently within a conservation easement. The Planning and Zoning Commission conducted a public hearing on January 26, 2022 and recommended approval of the rezone request with no conditions.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning

Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

6. 2022 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 1, 2022, and unanimously accepted three of the four changes for approval and adoption by the Council for the 2022 Market Season. This was reviewed by the Public Works/Finance Committee on February 22, 2022 and recommended for approval to the full Council.

PROPOSED ACTIONS: Approve the 2022 Moscow Farmers Market Handbook and associated resolution; or take other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN

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

Moscow City Council



Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday,
February 22, 2022

7:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Mayor Art Bettge, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio, Anne Zabala

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, David Schott, Kelly, Tyler Palmer, Megan Cherry, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Vice-President Laflin led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council February 7, 2022 Minutes - Laurie M. Hopkins

B. Disbursement Report January 2022 - Sarah Banks

Staff presented the January 2022 Accounts Payable Report to Public Works / Finance Committee on February 14, 2022. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of January 2022.

C. Approval of Liquor License for University of Idaho Golf Course - Laurie M. Hopkins

On December 14, 2021, the University of Idaho applied for a new liquor license including beer, wine and restaurant certification for the UI golf course. Moscow City Code Title 9, Section 7-3 requires approval of the City Council prior to the City Clerk issuing a license to sell liquor. State of Idaho and Latah County licenses have been obtained by the University. This was reviewed by the Administrative Committee on February 14, 2022 and recommended for approval.

ACTION: Approve the alcohol license and restaurant certification for the University of Idaho golf course.

D. Resolution for Destruction of City Records - Laurie M. Hopkins

In December 2021, the City Council adopted Resolution 2021-27 classifying City records as temporary, semi-permanent, and permanent, each with a retention schedule. Idaho Code allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City Staff from City departments have reviewed the retention schedules and its current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney. This was reviewed by the Administrative Committee on February 14, 2022 and recommended for approval.

ACTION: Approve the resolution for destruction of certain records.

E. Anderson 7th Addition Development Agreement - Todd Drage

Jim Swift, has submitted to the City a final plat for the development of a property just east of Anderson Frontier Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Anderson 7th Addition and will be presented for City Council approval on February 22, 2022. 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. This item was reviewed by the Public Works Finance Committee on February 14, 2022 and was recommended for approval.

ACTION: Approve the Development Agreement with Jim Swift for Anderson 7th Addition.

F. Anderson 7th Addition Monumentation Agreement - Todd Drage

Jim Swift, has submitted to the City a final plat for the development of a property just east of Anderson Frontier Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Anderson 7th Addition and will be presented for City Council approval on February 22, 2022. 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. This item was reviewed by the Public Works Finance Committee on February 14, 2022 and was recommended for approval.

ACTION: Approve the monumentation agreement with Jim Swift for Anderson 7th Addition.

G. First Step Internet Paradise Pathway Fiber License Agreement - Bill Belknap

The City was recently approached by representatives of First Step Internet who are working with the Whitepine School District to extend fiber optic service to the District's school facilities to provide high-speed internet access. First Step is seeking approval to install the underground conduit and fiber optic cable along the edge of the Paradise Path from the Alturas Drive crossing to the City's eastern city limit boundary just west of Carmichael Road. Staff has prepared a non-exclusive license agreement to allow the installation of the requested conduit and cable and, in exchange, First Step will provide the City with 1 fiber strand to the current, or future city limit boundary for the City's potential future use. The license agreement would have an initial term of 10 years, with a second 10-year renewal term. First Step would also be required to repair any damage to the pathway that may occur during the installation. This item was reviewed by the Public Works Finance Committee on February 14 and recommended for approval.

ACTION: Approve the License Agreement with First Step Internet.

H. Anderson 7th Addition Final Plat - Mike Ray

On June 21, 2021, Moscow City Council approved the Anderson 7th Addition preliminary plat with three conditions. On January 5, 2022, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on January 26, 2022 and recommended approval to City Council. This item was reviewed by the Public Works/Finance Committee on February 14, 2022 and recommended for approval.

ACTION: Approve the Anderson 7th Addition Final Plat.

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

REGULAR AGENDA

2. Staff Recognition Report - Bill Belknap

Belknap introduced the legacy of leaves award that recognizes the community who organizes the best Arbor Day celebration. Criteria used to determine the winner of the award are the dollar amount leveraged with the grant funds; uniqueness of the Arbor Day celebration; and support of local volunteers. Belknap asked David Schott to the podium. Schott said the Idaho Nursery and Landscape Association presented the award to the City on January 20, 2022. The Arbor Day celebration last year was held at Lola Clyde Park. The Tree Commission planted three cherry trees with the assistance of kids from PCEI's Palouse Roots. The Mayor was in attendance along with Tree Commission members, a Idaho Department of Lands representative and kids from PCEI. There was also a special appearance by Mr. Tree. Schott presented the award to Mayor Bettge and Ellis Eifert, chair of the Moscow Tree Commission.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

5. Becker Memorial at ITC Sculpture Garden (ACTION ITEM) - Megan Cherry

The public art project at the ITC Sculpture Garden, funded by a donation from the family of Andrew Becker, was open for artist submissions from July - September 2021, with an extended submission period open from October – November 2021. No artist submissions were received, and following conversations with local arts professionals, City Administration and Legal staff as well as the donor, the MAC voted during the January 11, 2022 meeting to recommend the use of the direct artist invitation option as stated in the 2021 Public Art Guidelines section III. C. 4.b. 2. The MAC recommends local artist J. Casey Doyle to create the memorial, as his service at the University of Idaho and active work in the public art field are aligned with the project's goals. Further, the MAC noted that Doyle has been integral to the development of the Sculpture Garden since its inception in 2012.

Further artist input about the project included the concern that the budget would not accommodate the material requirements set forth by the City. These material parameters stipulate the use of materials that are impervious to environmental degradation, and are meant to prolong the life of accessions into the Permanent Public Art Collection. Staff have identified available funds in the FY22 Community Public Art budget (120-200-642-25) to augment the \$5000 in donor-provided funds, increasing the project budget from \$5000 to \$8000. The additional \$3000 will not cause an overrun in this line item, as the available funding results from the annual vinyl wrap installation costs being lower than anticipated.

PROPOSED ACTIONS: Approve project budget increase, approve the Becker Amended Donor Agreement, Becker Memorial Design Contract, and Becker Memorial Artwork Commission to create a memorial sculpture at the ITC Sculpture Garden, or provide staff further direction.

Cherry introduced the item as written above. This is the first donor funded art. The donor will be involved so they will know what it will look like, but didn't want a seat on the committee. Laflin moved, Zabala seconded to approve the project budget increase, approve the Becker Amended Donor Agreement, Becker Memorial Design Contract, and Becker Memorial Artwork Commission to create a memorial sculpture at the ITC Sculpture Garden. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Commission Code Updates to Include Subcommittees (ACTION ITEM) - Laurie M. Hopkins

City commissions play an important role in all aspects of programs, preservation, and enhancement of Moscow. Establishing subcommittees assist the commissions in carrying out the duties of their particular commission. This proposed ordinance provides for the establishment of subcommittees for the Moscow Arts Commission,

Parks and Recreation Commission, Fair and Affordable Housing Commission, Historic Preservation Commission, and the Moscow Tree Commission. This was reviewed by the Administrative Committee on February 14, 2022 and recommended for approval.

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

Hopkins introduced the item above. Having no questions, Laflin moved and Taruscio seconded to approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2022-05:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF THE FOLLOWING CHAPTERS OF TITLE 3 – COMMISSIONS & BOARDS: CHAPTER 3 PARKS AND RECREATION COMMISSION, CHAPTER 4 ARTS COMMISSION, CHAPTER 6 FAIR AND AFFORDABLE HOUSING COMMISSION, CHAPTER 10 HISTORIC PRESERVATION COMMISSION, AND CHAPTER 13 MOSCOW TREE COMMISSION; PROVIDING FOR THE ALLOWANCE FOR SUBCOMMITTEES AND/OR ADVISORY COMMITTEES; PROVIDING THAT ALL OTHER CHAPTERS OF TITLE 3 SHALL BE IN EFFECT; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

7. Environmental Services/Sustainability Report – Kelly Cooper / Kyle Steele

Palmer said in 2011 the City set a goal of a 20% reduction of climate emissions using 2008 as the benchmark with a 20% reduction by 2020. The City reached the goal last year. It was the very first measurable goal achieved in the state of Idaho. The City Council had a workshop last April whereas the council had the desire to establish new goals. Another workshop in September 2021, Council gave direction to staff to include the ICLEI Race to Zero campaign goals and the Sierra Club RF100 Club goals. The SEC, Climate Action Justice League, Climate Action working group and the Environmental Services Division have collaborated to create the Plan.

Kelly said the ICLEI Race to Zero goal is 50% reduction by 2030, and net zero by 2050. Cities have a different targetable reduction. For Moscow the targetable reduction goal is 56.6%. The Race to Zero does not have a specific goal for city operations, only city-wide (community) goals. Staff created a goal for city operations of net zero by 2035. The plan goes into where current emissions are for both community and city operations. The action section of the plan is broken up between a community section and city operation section. Each section includes sectors. Each sector includes strategies and subsequent actions.

Palmer said a public comment period will open Thursday, February 24 and will include a press release and social media. Concurrently, Council can review and send comments. An open house is scheduled for March 9 where staff can present content to the public, field questions from the website and live submittal questions. The public comment period closes on March 24. A Council workshop is scheduled on March 25 which will generate a final document to take to Council for adoption. Review of the capital plan and city-wide collaboration has been part of this draft plan. Laflin wants this to be marketed all over as a model on how to do a climate action plan.

Julia, how accible? document on city website as pdf. confusion . 2035 is internal goal, ICLEI is 2030. will update the paragraph to

Mac Cantrell, Moscow, has been lobbying for climate change but is attending as a citizen. The City has spent a

tremendous amount of work to put this together. If he had been asked two years ago would the city have a plan like this, he would have said no. This will help the town financially, healthier and be ahead of the game. This could lead to cheaper clean energy, integration, hydro/nuclear into a stable grid that uses no fossil fuels. He suggested adding a paragraph on the website that says all the positives this plan will lead to.

REPORTS

City Council

Moscow Urban Renewal Agency – Laflin said the Board spoke on the Sixth and Jackson project which is still in process.

Transportation Commission – Taruscio said the Commission reviewed the shared mobility agreement; Suhr reported on the Sixth Street bridge project.

Palouse Basin Aquifer Committee – Taruscio reported the Committee discussed the executive manager transition from 3/4 to full time, title change from manager to director and the location of the office. Also discussed was water supply alternatives workshop.

Moscow Pathways Commission – Zabala said the Commission set the annual bike to work day to April 7 and it will include refreshments at 6th and Main Street.

Moscow Arts Commission – Lewis reported the Commission discussed vinyl wraps and the Palouse Plein Air exhibit will be held at the Third Street Gallery.

SMART Transit – Lewis said SMART is in need of bus drivers.

Sustainable Environment Commission - Parker said new member Olivia Wiebe was introduced. The Commission had a presentation on pesticides in parks and the rotation program; a process of the city becoming a bee city USA; and Earth Day award nominations will begin in March.

Mayor

The Mayor attend the United Way auction; the State of the City address takes place tomorrow; Town and Gown is scheduled for March 1.

Staff

No report.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 7:49 p.m.

ATTEST:

Art Bettge, Mayor

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, March 7, 2022



AGENDA ITEM TITLE

Police Department - Annual Small Grant Requests for FY22-23 - Alisa Anderson / James Fry / Eric Warner

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, James Fry, Police Chief

REVIEWED BY

Public Works/Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment to include bullet proof vests, child passenger safety seats, and to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, operational and personal safety equipment, and program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches, while also making sure the officers are outfitted and equipped with everything they need to safely do their jobs.

The Bulletproof Vest Partnership (BVP), created by the BVP Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Program recipients are provided an armor vest that is uniquely fitted for each officer to provide the best possible fit and coverage. Through this program, the MPD is awarded 50% reimbursement of up to 3 vests per year.

The Traffic Enforcement Grant through the Idaho Transportation Department (ITD) Office of Highway Safety (OHS) enables MPD to participate in local and statewide traffic enforcement mobilizations. The MPD can select from various High Visibility Enforcement (HVE) mobilizations focused on seatbelt compliance, impaired, aggressive or distracted driving which are held throughout the year, or apply for a mini-grant to host a specific mobilization during a local event to emphasize safety enforcement. The City is reimbursed for officer overtime plus a percent of benefits (regular time is not eligible) during the events. Officers are able to sign up for these overtime mobilizations as they are hosted and work these extra hours to meet the requirements of the program. Match is provided by the vehicle miles traveled during mobilizations.

The MPD has participated in the Child Passenger Safety Seat program since 2003, which is also sponsored by ITD's Office of Highway Safety. MPD will be a distribution and fitting station, and will lend support to the community by providing department car seat technicians, hosting trainings, attending and helping with car seat events and other activities in Moscow. Car seats and materials will continue to be supplied through the ITD grant through one of the central hubs in the state.

The MPD also participates in a program hosted by the Idaho Office of Drug Policy through a Partnership for Success Law Enforcement grant aimed at preventing underage drinking and drug use through compliance checks, interdiction activities, party patrols and shoulder tap operations. The MPD also

works with the University of Idaho to provide educational presentations on topics related to the effects of marijuana, methamphetamine, and underage drinking. The MPD is reimbursed for staff time plus benefits for hours spent while performing a specific duty or educational presentation.

In conjunction with other state and law enforcement organizations and social service organizations, the MPD applies through the Walmart Foundation to receive funding to host an annual event called “Shop with a Cop” in which officers provide a gift card purchased with grant funding to shop at Walmart with the selected children. An officer is matched with a child and gives them a Walmart gift card ranging from \$50 to \$75 to purchase gifts for their family and themselves for Christmas. Through other donations the children are provided breakfast, then they shop with an officer and then gift wrap their presents with Walmart staff and other volunteers. The annual event hosts 12 to 20 children and families each December.

This was reviewed by the Public Works/Finance Committee on February 28, 2022 and recommended for approval.

STAFF RECOMMENDATION

Approve the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY22-23 fiscal year.

PROPOSED ACTIONS

ACTION: Approve the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY22-23 fiscal year.

FISCAL IMPACT

PERSONNEL IMPACT

Department Staffing: Police, Finance, and Grants

ATTACHMENTS

None

CITY COUNCIL STAFF REPORT

DATE: Monday, March 7, 2022



AGENDA ITEM TITLE

Moscow Police Department - OHS Highway Safety Grant FFY 2023 - Alisa Anderson / Eric Warner

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Eric Warner

REVIEWED BY

Public Works/Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The Moscow Police Department (MPD) is requesting to participate in a second year of grant funding for a nationwide program called the Selective Traffic Enforcement Program (STEP). The Idaho Transportation Department (ITD), Office of Highway Safety (OHS) is sponsoring this program to address specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The STEP is focused on combatting traffic crashes resulting in fatal and serious injuries. Using problem identification analysis, the agencies focus on the traffic safety issues within their jurisdiction. The Idaho STEP is a yearlong grant and awards are granted annually; this would be the second year MPD would apply. STEP grants reimburse law enforcement departments for time dedicated to traffic enforcement. Police Officer(s) that participate in the STEP grant must track all performance to include problem identification, a project plan including objectives, performance measures and targets, and budget expenses.

Law enforcement agencies are eligible for a yearlong STEP grant to target a clearly identified problem. The program is a reimbursement grant and submission due dates are in January/February each year for application for the subsequent year's grant. The grant period is October 1 through September 30 each year. Agencies can apply for up to 2,080 hours of regular time for enforcement, Public Information and Education (PI&E), and training, plus 200 hours of overtime. One officer or a combination of officers may work the regular dedicated hours and overtime. Reimbursable time includes up to 30% benefit for regular hours and 24% for overtime hours, but does not reimburse for any vacation, sick, or comp time by an officer or employee through this grant. Further details regarding the program parameters are listed in the attached STEP information sheet.

The MPD is requesting to apply for the program maximum of 2,080 regular-time traffic officer enforcement hours plus 200 hours of overtime with the allowable benefit percentage. The estimated amount of reimbursement is anticipated not to exceed \$100,000.00 for the upcoming program period beginning October 1, 2022 through September 30, 2023, which matches the City's FY2023 budget cycle. The MPD employs a dedicated traffic enforcement officer; however, the department will form a "Traffic Enforcement Team" to fulfill the grant requirements, if awarded. The match requirement is 25% of the total amount requested and can include salaries of individuals working on the project, mileage, training provided, and office supplies. There are no additional requirements after the award period ends, unlike many other programs in the past which required continued employment of a police officer position. This program does not overlap with the Traffic Enforcement Mobilization grants which reimburse for overtime only during specific time periods and mobilization or targeted emphasis mini grants. The MPD will carefully document hours and activities dedicated to each specific grant award to avoid any overlap in overtime hours submitted for reimbursement. The grant request for FY2023 is attached to this report

and was due February 28, 2022. This was reviewed by the Public Works/Finance Committee on February 28, 2022 and recommended for approval.

STAFF RECOMMENDATION

Ratify the submittal for Moscow Police Department to apply for the STEP grant in an amount not to exceed \$100,000 for the FY2023 budget period.

PROPOSED ACTIONS

ACTION: Ratify the submittal for Moscow Police Department to apply for the STEP grant in an amount not to exceed \$100,000 for the FY2023 budget period.

FISCAL IMPACT

\$25,000 Match - Cash and In-Kind included in FY2022-23 Budget

PERSONNEL IMPACT

Police, Finance, and Grants

ATTACHMENTS

1. 2023 Grant Guidelines
2. 2023 Highway Safety GRANT APPLICATION



Idaho Office of Highway Safety
GRANT APPLICATION INSTRUCTIONS

PO Box 7129
Boise, ID 83707-1129
Phone: (208)334-8100
Fax No. (208)334-4430

Introduction

The Idaho Transportation Department Office of Highway Safety funds grants which address specific behavior related traffic safety priority areas that include Impaired Driving, Aggressive Driving, Distracted Driving, Occupant Protection, Bicycle, Pedestrian, Motorcycle Safety, Youthful Drivers and Traffic Records. Grants may be awarded for assisting the Idaho Office of Highway Safety in addressing traffic safety deficiencies, expansion of an ongoing activity, or development of a new program or intervention. This application is for year-long grants and is not the same as the Traffic Enforcement Grant Program Agreement (TEGPA) or mini-grants.

The National Highway Traffic Safety Administration (NHTSA) Highway Safety Funds, by law, cannot be used for highway construction, maintenance, or design. Requests for NHTSA grant funds are not appropriate for projects such as safety barriers, turning lanes, traffic signals and pavement/crosswalk markings. Additionally, funds cannot be used for facility construction or for the purchase of office furniture. Because of limited funding, the Office of Highway Safety does not fund the purchase of vehicles.

General Information

This Guide is intended to provide funding information and instructions regarding the proper completion of the grant application to Idaho's Office of Highway Safety. Please read the document carefully and refer to it as needed. If at any time you have questions or need help filling out the application, contact any of the staff members listed at the end of this document.

FFY 2023 Grant Application Process Timeline

January 4, 2022	Request for Applications Released
February 28, 2022	Grant Application is due to OHS February 28, 2022 by 5:00 PM MST
March 2022	OHS Staff reviews applications and submits them for scoring
May 2022	OHS will present the Highway Safety Plan (HSP) to the ITSC Board for approval Included in this plan are the potential grant awards
June 2022	ITD Board reviews and approves the HSP
July 2022	NHTSA reviews and approves the HSP
August 2022	New FFY 2023 grants will be awarded and subgrantees will be notified

Selection Criteria

Grants will be reviewed and scored by a selected group representing all aspects of highway safety and NHTSA guidelines. Grants will be awarded according to their score ranking, the higher scoring projects will be given priority. Grants will be reviewed and scored on the following criteria:

- Has the problem/need been clearly identified?
- Is the problem supported by State and/or local data or documentation?
- Are goals and performance measures clearly stated?
- Grant Application and Budget Narrative are complete, correct and relevant.

Notification

The Office of Highway Safety will send a letter or e-mail confirming receipt of your application to the Primary Contact. All grant applications are reviewed and scored during the month of March. The applicant Primary Contact will be notified in August if awarded.

Agencies Eligible to Receive Funding

Government agencies, political “subdivisions” of the state and local government agencies, state colleges and universities, school districts, and certain qualified organizations are eligible to receive highway safety grant funding. If you are a non-profit agency applying for funding, you must make available a copy of your 501c (3) status.

Project Funding Period

Grants are administered on a Federal fiscal year basis (October 1 – September 30). All grants are awarded annually based upon available funding. Grant funded projects, which OHS determines as statewide activities and benefits all citizens of Idaho, may be funded for a longer period of time at the OHS’s discretion.

Highway safety grants are intended to provide the seed money to begin new programs, much like start-up capital is to a new business. All grant funded projects are intended to become self-sufficient when grant funding terminates and continue to operate with local or state funds. To promote self-sufficiency and project continuation, agencies are expected to provide a local hard dollar or in-kind match of 25%.

Funded Traffic Priority Areas

Impaired Driving – Includes impaired driving (alcohol/drugs), youth alcohol programs, and community prevention/intervention programs. Grant applications should include one or more of the following activities: specialized enforcement, education, training, and public information efforts.

Aggressive Driving – Includes speeding, red light running, failure to yield, following too close, and other high risk aggressive driving behaviors. Grant applications should include one or more of the following activities: specialized enforcement, education, and public information efforts.

Distracted Driving – Includes efforts to create public awareness, enforce existing hands-free law, and other high risk distracted driving behaviors. Grant applications should include one or more of the following activities: specialized enforcement, education, and public information efforts.

Occupant Protection – Includes seat belt use awareness, seat belt enforcement, special needs, teens, minority programs, and other education programs. Grant applications should include one or more of the following activities: education, training, enforcement, usage and attitudinal surveys, and public information efforts.

Child Passenger Safety – Includes establishing or expanding child passenger safety inspection sites, child passenger safety technician training, special needs training, and other child passenger safety programs. Grant applications should include one or more of the following activities: education, training, enforcement, usage surveys, attitudinal surveys, and public information efforts.

Pedestrian and Bicycle Safety – Includes programs to increase safety awareness and skills among pedestrians, bicyclists, and motorists sharing the roadway. Grant applications should include the following activities: education, training, enforcement, surveys, and public information efforts.

Motorcycle Safety – Includes programs to increase safety awareness and skills among motorcyclists or motorists sharing the roadway. Applications should include one or more of the following activities: education, training, and public information efforts.

Youthful Drivers – Funding is provided to eliminate fatal and injury crashes by 15-19 year old drivers. Emphasis is placed on prevention through education and enforcement activities. Agencies are encouraged to work with local teen groups such as impaired driving offenders, student governments, and other student organizations dedicated to increasing peer-to-peer education of traffic safety issues. Proposed projects should focus on creating change in teen driving behaviors.

Selective Traffic Enforcement Program (STEP) –The Selective Traffic Safety Program (STEP) combats traffic crashes resulting in fatal and serious injuries through dedicated and sustained traffic enforcement. The Idaho STEP program is a year-long grant program. The grant program may fund up to 2,080 hours of regular duty time per year and an identified number of overtime hours. The grants are awarded on an annual basis. Using problem identification, the agencies focus on the traffic safety issues. Provide crash and citation comparison data for up to 3 years prior to the current grant funded years. The activities must include highway safety focus areas based on problem identification that includes crash data.

Highway Safety Grant Application Guidelines

Your grant application will need to be submitted to the Office of Highway Safety **on or before February 28, 2022 by 5:00 PM MST** in order to be considered. Please make sure that you have completed all elements of the application in order to be considered.

APPLICATION INSTRUCTIONS

SECTION 1 - Application Information

Provide relevant, current and correct contact information regarding this project and the person(s) associated with it.

- A. **NEW THIS YEAR** - [UEI, Unique Entity Identifier](#), in lieu of the DUNS number, the federal government now requires each agency provide their UEI. To find your UEI, you must first be registered with the System of Award Management ([SAM.gov](#)). When you register, you will receive an UEI.

SECTION 2 - Grant Narrative

Provide a project narrative by completing all parts of this section. The following application sections must be thoroughly completed.

- A. **Project Focus** - Select a project focus area. You may check more than one area if appropriate.
- B. **Agency Need Statement** – In this section you will establish your project goal(s). Be sure to provide data to support the goal(s). Describe and document the need for your program and explain the problem. What is the problem, and what data identifies and supports this as a problem. You may use your agency's data, [Idaho Crash Data Dashboards](#), [WebCars](#), [ITD Crash reports](#), or any source to support the goal. Describe the target population affected and use data specific to the target population. If you have questions regarding data feel free to contact one of the research analyst principals to help. Kelly.campbell@itd.idaho.gov or steve.rich@itd.idaho.gov.
- C. **Grant Planned Activity Summary** – Summarize the scope of your project. Include how you plan to implement the grant and how the project will aid in reaching the established goal(s). How will the project be implemented? Be sure to include activities, events, enforcement, outreach and a timeline.
- D. **Assessment and Performance Evaluation** – This section requires you to describe what type of data you intend to collect to verify that you will meet your project goal(s). Be sure to clearly state which data will be collected. You will also need to indicate how you will report on the progress of your project. **Note**, if this is an enforcement grant, all grant funded performance activity must be tracked.
- E. **Attachments** – Attach any other information that would be beneficial to your project. Attachments are not a required part of this application. Please keep your documentation to a minimum.

SECTION 3 - Project Budget

In this section, please describe in as much detail as possible, the cost/expenses associated with the proposed project. Also identify how your agency will provide matching funds. Any funds you claim as match cannot be federal dollars. Matching Funds can include salaries of individuals working on the project, mileage incurred while working on the project, training provided, office supplies or any other in-kind or matching funds. You do not have to show match in each category but your **total match must be at least 25% of the total amount you are requesting for the project.**

 SAMPLE - Grant Application BUDGET Worksheet Idaho Transportation Department Office of Highway Safety			
Agency: Any County Sheriff's Office		Project Title: Impaired High Visibility Enforcement	
		BUDGET	
	State/Local Match	Grant Funded	
PERSONNEL COSTS (HS H901)			Personnel costs include wages and may include the benefits paid against the wage.
Officer OT including benefits = 35/hr x 500 hrs.		\$17,500.00	
Admin to process claims and reports = 16.5/hr x 25 hrs.	\$412.50		
Officer hrs. during DRE Sem = 40 hrs x \$30	\$1,200.00		
Subtotal Personnel Costs	\$1,612.50	\$17,500.00	
TRAVEL (HS H902)			Travel costs include mileage, airfare, per-diem, and lodging. Does not include conference fees.
Mileage traveled during OT = .58/mi. x 6500	\$3,944.00		
DRE Seminar (airfare, hotel, per-diem)		\$2,200.00	
Subtotal Travel	\$3,944.00	\$2,200.00	
CONTRACTUAL SERVICES (HS H903)			Contractual services may include services required to carry out the grant activities by a third party contractor, i.e. trainer, event coordinator, media, etc...
Subtotal Contractual Services	\$0.00	\$0.00	
CONSUMABLES (HS H904)			Consumable are equipment or items used to support the activities of the grant.
Handheld FC20 Breathalyzer		\$2,000.00	
Subtotal Commodities	\$0.00	\$2,000.00	
DIRECT COSTS (HS H905)			Direct costs include items that support the success of the grant activities, i.e. conference fees and training.
Advanced DRE Seminar Fee		\$2,000.00	
Subtotal Other Direct Costs	\$0.00	\$0.00	
INDIRECT COSTS (HS H906)			Before using, a rate must be substantiated by the grantee. CFR2 Part 200.414
Subtotal Indirect Costs	\$0.00	\$0.00	
GRANT REQUEST TOTAL	\$5,556.50	\$21,700.00	

GRANT APPLICATION SUBMITTAL

Once you have completed the grant application,

e-mail to: ohsgrants@itd.idaho.gov

or mail to: ITD Office of Highway Safety

PO Box 7129

Boise, ID 83702.

Submittal deadline is 5:00 PM MST FEBRUARY 28, 2022. If you need help with your application or have questions about the application process contact any of our Grant Project Managers listed below.

OHS Contact Information:

Highway Safety Manager: John.Tomlinson@itd.idaho.gov

208.334.8557

TEGPA, Year-Long Enforcement & Bike/Ped Grants:

Denise.Dinnauer@itd.idaho.gov

208.334.4460

STEP and Impaired Driving Grants: Lisa.Losness@itd.idaho.gov 208.334.8103

Mobilizations & Mini Grants: Josephine.Middleton@itd.idaho.gov

208.334.8112

SWET & Crash Data: Kelly.Campbell@itd.idaho.gov

208.334.8105

Motorcycle Safety, & Occupant Protection/Child Passenger Safety: Tabitha.Smith@itd.idaho.gov

208.334.8104

LEL Program, Communications, & OHS Summit: Bill.Kotowski@itd.idaho.gov

208.334.8690

e-Impact or Quick Crash: Kirstin.Weldin@itd.idaho.gov

208.334.8113

Crash Data & WebCars Username: Steve.Rich@itd.idaho.gov

208.334.8116

Resources:

[Numetric](#) Crash dashboards

Numetric [Crash Data Dashboard Overview training video](#), 9 min.

[WebCars](#)

[ITD Crash reports](#)



FFY 2023 GRANT APPLICATION

Idaho Transportation Department
Office of Highway Safety



Instructions:

This application consists of three sections: section 1-application information and signature, section-2 grant narrative, section-3 grant budget. Please complete each section. An incomplete application will not be considered. Submit application via mail or e-mail. Application deadline is 5:00 pm MST, Friday, February 28, 2022. Mail to: ITD Office of Highway Safety, PO Box 7129, Boise, ID 83707-1129. E-mail to: ohsgrants@itd.idaho.gov.

SECTION 1 – Application Information

Agency Name	Moscow Police Department		
Agency Address	155 Southview Ave., Moscow, ID 83843		
Agency Type	Law Enforcement ☒	FEIN Tax ID Number	82-6000227
	State Agency ☐		
	Non-Profit ☐	UEI Unique Entity Identifier	958856338
	Local Agency ☐		

Primary Contact (The agency contact with signing authority)

Name and Title	Captain Roger Lanier		
Address	155 Southview Ave., Moscow, ID 83843		
E-mail	rlanier@ci.moscow.id.us	Phone Number	(208)883-7054

Grant Manager Contact (Responsible for managing the everyday activities of the grant.)

Name and Title	Alisa J. Anderson		
Address	504 South Washington Street - PO Box 9203, Moscow, ID 83843		
E-mail	aanderson@ci.moscow.id.us	Phone Number	208-883-7600

Primary Contact Signature	<i>Roger W. Lanier</i>
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Grant Manager Signature	<i>Alisa J. Anderson</i>
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SECTION 2 – Grant Narrative

A. Project Focus

Select a project focus area, check all of the areas that apply.

Check all areas
that apply.

Impaired Driving	☒	Aggressive Driving	☒
Distracted Driving	☒	Occupant Protection	☒
Youthful Drivers	☒	Child Passenger Safety	☒
Motorcycle	☒	Other	☐
Bicycle/Pedestrian	☒		

B. Agency Need Statement

Establish your project goal. Provide data to support the goal. Describe and document the problem/need. Include the most recent data possible. You may use your agency's data, WebCars analysis, [ITD crash data dashboard](#), the [2020 crash report](#), or contact one of the research analyst principals to help. Kelly.campbell@itd.idaho.gov or steve.rich@itd.idaho.gov.

In an effort to reduce crashes, fatalities and serious injuries which occur as a result of distracted, impaired, and aggressive driving and lack of proper child restraints, the Moscow Police Department (MPD) is applying for a STEP grant through the Idaho Transportation Department's Office of Highway Safety. If awarded this grant, the MPD can increase personnel hours to dedicated traffic enforcement duties for promoted safety and awareness. In addition, each contact with the public will be used as an opportunity to educate individuals about program requirements and the dangers of violating traffic laws. Dedicated personnel hours would increase the number of traffic stops, which will, in turn, increase citizen contacts.

The City of Moscow is a hub for traffic from Eastern Washington and Northern Idaho. U.S. Highway 95 and State Highway 8 converge in downtown Moscow utilizing surface streets. Washington State University (WSU) and the University of Idaho (UI) bring a diverse population of inexperienced and young drivers, cyclists and pedestrians, new to Moscow streets each year. During the summer, the rural highway routes in the area have an increased volume of motorcyclists and pleasure traffic for the area. During the winter months, Moscow has an annual snowfall of approximately 43 inches. The winter road conditions, combined with new drivers and students from around the world, creates an increase of traffic related calls. The MPD has one dedicated traffic officer who works five 8-hour daytime shifts. This traffic officer manages the day-to-day functions for the grants from ITD, ODP, and also handles all crashes, school bus stop arm violations, and traffic offense calls while on duty.

From 2019 to date, MPD's traffic officer investigated 70 school bus stop violations, 263 traffic offense calls, and 450 crash investigations with 317 reports taken, and conducted 2,322 traffic stops. As a result of these contacts, MPD's traffic officer issued 1,029 traffic code citations. MPD's traffic officer administered approximately 18.5% of all traffic stops for our agency which employs 24 uniformed patrol officers. It should also be noted that traffic offenses and crashes do not slow down when MPD's traffic officer is off duty. For reference, MPD patrol officers responded to a total of 35 bus violations, 1,472 traffic offense calls, and 2,110 crash investigations with 1,314 reports taken from crashes. Since 2019, MPD patrol officers have made 12,539 traffic stops. Many MPD patrol officers state they have observed traffic violations while responding to calls for service and were unable to stop the violators because of the urgency of the incident at hand. A dedicated officer on shift would be able to contact those observed offenders. The MPD's goal is to increase the number of officers conducting traffic stops; thereby increasing the possibility of finding DUI offenses, drug offenses, and other serious illegal activity. Since the implementation of the 2022 STEP grant from 10-27-2021 to 02-08-2022, MPD officers have made 1,052 traffic contacts while working STEP hours and match hours. Since the implementation of the STEP grant, officers have seized 76.2 grams of marijuana and several pieces of paraphernalia, arrested 10 DUI offenders, and cited 70 uninsured motorist on traffic stops since October 2021.

For the 2023 fiscal year, MPD is requesting 2080 regular hours and 200 overtime hours to supplement the current traffic patrol hours in the City of Moscow. Our goal is to have MPD's patrol division shifts dedicate an officer to traffic enforcement duties, as staffing permits. MPD is also requesting equipment funds to purchase computers, scanners, printers, and moving Radar equipment for the Moscow Police Motorcycle Unit. These devices will allow the Motor officer to use the State-Wide E-Ticket (SWET) citation computer program. Our match would be the regular hours worked by MPD's dedicated traffic officer. Our goal is to use these hours worked to increase the annual number of traffic stops through high visibility patrol by 10% compared to the last three-year average, and decrease the number of crashes by 3%.

All data presented in this application is obtained through local MPD records available through Spillman Computer Aided Dispatch (CAD).

C. Grant Planned Activity Summary

Summarize the scope of your project. Include how you plan to implement the grant and how the project will aid in achieving your goal(s). Be sure to include activities, events, enforcement and outreach. Provide a timeline. (Not to exceed 3 pages.)

The grant funds will be used to increase MPD's traffic patrols; thereby increasing the ability of patrol officers to contact motorists with equipment and moving violations. In addition, this grant funding would also increase MPD's contact with pedestrians and bicyclists who commit offenses under the traffic code. The stops would provide officers with the opportunity to educate and effect enforcement where appropriate, creating a safer environment between vehicle and pedestrian/bicycle interactions. The nearby college campuses create patrol opportunities unique to Moscow, Idaho. UI and WSU host many high activity weekend events throughout the year such as recruitment programs, parent and family weekends, the Lionel Hampton Jazz Festival, Greek-living party weekends, and football games. The STEP overtime grant funds would be utilized during these high activity weekdays and weekends to perform high visibility patrols. When staffing permits, patrol shifts would dedicate an officer to work regular hours of traffic enforcement including DUI patrols and be available to respond to traffic related calls for service (call in reports of reckless drivers and suspected DUI drivers). Approximately two 12-hour shifts of daytime and nighttime patrols per week will allow MPD officers to contact a much wider range of motorists. These extra hours, in addition to daytime patrols of MPD's dedicated traffic officer, will allow officers to contact motorists who are not on the roadway while MPD's traffic officer is on duty. The demographic of drivers in Moscow vary greatly depending on the time of day due to the close proximities of the two major universities. Numerous drugs seizures and DUI arrests by MPD's officers occur as a result of traffic stops and interactions with drivers during nighttime patrols, when the dedicated traffic officer is not on duty.

In 2022, MPD and the City of Moscow will host a "National Night Out" in our downtown sometime mid-summer. National Night Out is a great opportunity for education and community outreach, allowing officers and Child Passenger Safety Seat Technicians to interact with the public in a casual setting. Excluding 2020 and 2021, due to COVID-19, MPD has hosted the Lee Newbill Safety Fair, named after a fallen MPD officer, on the first Saturday of June annually since 2008. This Safety Fair is an event hosted by a local non-profit established for that purpose. The Safety fair is a co-operative event with the City of Moscow Fire and Police Departments along with multiple local businesses and regional vendors to promote child bicycle safety, road safety, and car seat safety. Children participate in activities designed to teach safety and hundreds of bicycle helmets are provided for free to the children who attend.

D. Assessment and Performance Evaluation

Describe how you will evaluate the performance of the grant. Describe what type of data you intend to collect to verify that you will meet your goal(s). Indicate how you will report on the progress of your project and if the agency met its goal(s).

The MPD’s computer aided dispatching system allows us to track the number of traffic stops, the demographics of those stops, and citations issued by individual officers. At MPD, we pride ourselves on community policing and education. The average traffic enforcement rate by all MPD officers from 2019 to date is approximately 20.5% for traffic stops versus citations and arrests. The time saved by not issuing a citation for minor offenses and improving community relations through educational contacts is beneficial on all fronts. The more individuals we are able to contact, the greater our chances of reducing bad driving habits, discovering more serious offenses, and reducing crashes.

MPD’s 3-year running numbers from 2018-2021 compared to 2019-2022 have increased. MPD officers conducted an additional 2,231 traffic stops and traffic contacts in the 3-year period.

E. Attachments

Attach any other information that you feel may be beneficial to your project. Attachments are not required but accepted. Please keep your documentation to a minimum.

SECTION 3 – Project Budget

In this section, please describe in as much detail as possible the cost/expenses associated with the proposed project. Identify how your agency will provide matching funds. Any funds you claim as match cannot be federal dollars. Matching Funds may include salaries of individuals working on the project, mileage incurred while working on the project, training provided, office supplies or any other in-kind or matching funds. You do not have to show match in each category but your **total match must be at least 25% of the total amount you are requesting for the project.**



Grant Application BUDGET Worksheet

Idaho Transportation Department Office of Highway Safety

Agency:

Project Title:

	BUDGET	
	Local Match	Grant Funded
PERSONNEL COSTS (HS H901)		
2080 regular hours X \$39.42/ hour, including a 30% benefit rate. In-kind match at regular hours worked: traffic enforcement and admin related duties	\$20,500.00	\$82,000.00
200 overtime hours at an average rate of \$60.00/ hour, including a 24% benefit rate. In-kind match at regular hours worked: traffic enforcement and admin duties related to such work; P.C. Affidavits, reports, etc.	\$3,000.00	\$12,000.00
Subtotal Personnel Costs	\$23,500.00	\$94,000.00
TRAVEL (HS H902)		
ID state rate = .56 per mile		
Subtotal Travel	\$0.00	\$0.00
CONTRACTUAL SERVICES (HS H903)		
Subtotal Contractual Services	\$0.00	\$0.00
CONSUMABLES (HS H904)		
In-kind match at regular hours worked: traffic enforcement and admin related duties	\$1,500.00	\$ 6,000.00
Subtotal Commodities	\$1,500.00	\$6,000.00
DIRECT COSTS (HS H905)		
Subtotal Other Direct Costs	\$0.00	\$0.00
INDIRECT COSTS (HS H906)		
Subtotal Indirect Costs	\$0.00	\$0.00
GRANT REQUEST TOTAL	\$25,000.00	\$100,000.00

CITY COUNCIL STAFF REPORT

DATE: Monday, March 7, 2022



AGENDA ITEM TITLE

Taylor Booster Station Supply Loop Bid Award - Bob Buvel

RESPONSIBLE STAFF REVIEWED BY

Bob Buvel, Staff Engineer This item was reviewed by the Public Works and Finance Committee on February 28, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

This project consists of the installation of approximately 850 linear feet of watermain in Taylor Street to increase the system capacity supplying the Taylor Booster Station. The new watermain will be a dedicated supply line so it will be sized to prevent low pressure points during fireflow events and there won't be any water services tapped to the new supply line. In addition to the installation of the dedicated supply watermain, the existing Taylor Street watermain will be connected to the high pressure side of the Taylor Booster station, increasing pressure and fire flow in an area known to be inadequate in pressure and fireflow.

Bids were opened on Tuesday, Feb 22, 2022. Two bids were received, ranging from \$315,817 to \$549,938. The bid from ML Albrights & Sons, Inc was the apparent low bid of \$315,817.00. The Engineer's Estimate was \$336,494.40. The full bid tabulation is included in the packet.

STAFF RECOMMENDATION

Accept the low bid from ML Albrights & Sons, Inc., award the contract for the bid amount of \$315,817.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

ACTION: Accept the low bid from ML Albrights & Sons, Inc., award the contract for the bid amount of \$315,817.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

FISCAL IMPACT

An expenditure of \$315,817.00 plus an additional 10% allocated for possible change orders will be expended from Water Capital Projects Line item 320-220-770-73 - Improvements- Water Lines.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. Taylor Booster Station - Bid Tabulation 2022
2. Construction Agreement - Taylor Booster Loop - final with attachments

Taylor Loop & Supply Line Upgrade
Bids Opened 2/22/2022

						S&L Underground, INC		M.L Albright & Sons, INC	
Engineers Estimate						Bid From:		Bid From:	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total
1	Removals								
SP1.1	Remove and Dispose of Bituminous Surface	1475	SY	\$20.00	\$29,500.00	\$16.00	\$23,600.00	\$8.00	\$11,800.00
SP1.2	Remove and Dispose of Concrete Sidewalk	9	SY	\$20.00	\$180.00	\$28.00	\$252.00	\$44.00	\$396.00
SP1.3	Remove and Dispose of Concrete Curb	10	SY	\$20.00	\$200.00	\$18.00	\$180.00	\$40.00	\$400.00
SP1.4.	Excavation	289	LF	\$30.00	\$8,670.00	\$35.00	\$10,115.00	\$24.00	\$6,936.00
2	Water								
SP2.1	10-Inch C900-16 Water Pipe (Class D Backfill)	854	LF	\$110.00	\$93,940.00	\$168.00	\$143,472.00	\$89.00	\$76,006.00
SP2.2	8-Inch C900 Water Pipe (Class D Backfill)	10	LF	\$110.00	\$1,100.00	\$162.00	\$1,620.00	\$138.00	\$1,380.00
SP2.3	6-Inch Ductile Iron Water Pipe (Class D Backfill)	16	LF	\$110.00	\$1,760.00	\$154.00	\$2,464.00	\$120.00	\$1,920.00
SP2.4	12-Inch C900-16 Water Pipe (Class D Backfill)	6	LF	\$115.00	\$690.00	\$195.00	\$1,170.00	\$308.00	\$1,848.00
SP2.5	10-Inch Gate Valve	4	EA	\$3,100.00	\$12,400.00	\$3,600.00	\$14,400.00	\$3,489.00	\$13,956.00
SP2.6	12-Inch Gate Valve	1	EA	\$3,500.00	\$3,500.00	\$4,400.00	\$4,400.00	\$4,010.00	\$4,010.00
SP2.7	8-Inch Gate Valve	3	EA	\$2,400.00	\$7,200.00	\$2,800.00	\$8,400.00	\$2,345.00	\$7,035.00
SP2.8	Hydrant 2/ Tee and 6-Inch Gate Valve	1	EA	\$6,500.00	\$6,500.00	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00
SP2.9	Connect to Existing Main	5	EA	\$2,000.00	\$10,000.00	\$5,000.00	\$25,000.00	\$2,640.00	\$13,200.00
SP2.10	1-Inch CTS PE Service Line (Class D Backfill)	15	LF	\$50.00	\$750.00	\$175.00	\$2,625.00	\$125.00	\$1,875.00
SP2.11	2" Pressure Relief Valve (Class D Backfill)	1	EA	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00	\$27,700.00	\$27,700.00
	Roadway								
SP3.1	1/2" Superpave HMA Pavement (4")	336	TON	\$200.00	\$67,200.00	\$155.00	\$52,080.00	\$136.00	\$45,696.00
SP3.2	3/4" (-) Crushed Rock Base (4")	353	TON	\$30.00	\$10,590.00	\$110.00	\$38,830.00	\$24.00	\$8,472.00
SP3.3	1-1/4" (-) Crushed Rock Base (4")	303	TON	\$30.00	\$9,090.00	\$110.00	\$33,330.00	\$27.00	\$8,181.00
SP3.4	Subgrade Separation Geotextile	1475	SY	\$2.00	\$2,950.00	\$10.00	\$14,750.00	\$6.00	\$8,850.00
SP3.5	Soft Spot Repair	360	SY	\$15.00	\$5,400.00	\$40.00	\$14,400.00	\$51.00	\$18,360.00
	Concrete								
SP4.1	Concrete Sidewalk	5	SY	\$100.00	\$500.00	\$250.00	\$1,250.00	\$205.20	\$1,026.00
SP4.2	Concrete Curb (Type A)	10	LF	\$50.00	\$500.00	\$110.00	\$1,100.00	\$77.00	\$770.00
	MISC								
SP5.1	Erosion Control	1	LS	\$500.00	\$500.00	\$28,000.00	\$28,000.00	\$3,500.00	\$3,500.00
SP5.2	Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00
SP5.3	Mobilization	1	LS	\$25,374.40	\$25,374.40	\$55,000.00	\$55,000.00	\$24,500.00	\$24,500.00
				TOTAL	\$336,494.40	TOTAL	\$549,938.00	TOTAL	\$315,817.00

**CONSTRUCTION AGREEMENT
FOR TAYLOR BOOSTER STATION LOOP AND SUPPLY LINE UPGRADE
BETWEEN CITY OF MOSCOW, IDAHO
AND M.L. ALBRIGHT AND SONS, INC.**

THIS CONSTRUCTION AGREEMENT FOR TAYLOR BOOSTER STATION LOOP AND SUPPLY LINE UPGRADE BETWEEN CITY OF MOSCOW, IDAHO, AND M.L. ALBRIGHT AND SONS, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2022, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and M.L. Albright and Sons, Inc., a general business corporation, 6182 Lapwai Road, PO Box 603, Lewiston, Idaho, 83501 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" see Attachment 'A', CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; and

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Drawings, Specifications and Proposal, Attachment 'A' for: **Taylor Booster Station Loop and Supply Line Upgrade**, consisting of one hundred thirty-nine (139) pages;
2. Bid Proposal of CONTRACTOR, dated February 22, 2022, see Attachment 'B', consisting of four (4) pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C'; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

Taylor Booster Station Loop and Supply Line Upgrade

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall not start prior to May 16, 2022, shall be substantially complete by August 12, 2022, and shall be completed within thirty (30) days of commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

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

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Three Hundred Fifteen Thousand Eight Hundred Seventeen Dollars (\$315,817.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of Three Hundred Fifteen Thousand Eight Hundred Seventeen Dollars (\$315,817.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

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

Anti-Boycott Against Israel Act. CONTRACTOR certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with I.C. 67-2346 will result in this Agreement being void as against public policy.

ARTICLE 11.
EMPLOYMENT DISCRIMINATION

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

ARTICLE 12.
LEGAL FEES

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

ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure

of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**ARTICLE 14.
SPECIAL WARRANTY**

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

**ARTICLE 15.
COMMUNICATIONS**

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

CONTRACTOR:

M.L. Albright & Sons, Inc
Marvin Albright, President
6182 Lapwai Road
Lewiston, ID 83501

CITY:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

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

ARTICLE 18. EXECUTION

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

CONTRACTOR:

M.L. Albright & Sons, Inc

CITY:

City of Moscow, Idaho

By: Marvin Albright, President

Art Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared Marvin Albright, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for M.L. Albright & Sons, Inc.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

TAYLOR BOOSTER STATION LOOP & SUPPLY LINE UPGRADE 2022

CITY OF MOSCOW PROJECT NO. 108-020

CITY OF MOSCOW, IDAHO

**Community Development
Engineering Division
504 S. Washington Street
(208) 883-7034**

Plans, Specifications and Proposal

For

**TAYLOR BOOSTER STATION LOOP & SUPPLY
LINE UPGRADE - 2022**

CITY OF MOSCOW PROJECT NO. 108-020



**STAFF ENGINEER:
BOB BUVEL, P.E.**

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the business office of The Community Planning & Design Engineering Division at 504 South Washington Street, Moscow, Idaho 83843, and clearly marked **"Bid Enclosed – Taylor Booster Station Loop & Supply Line Upgrade - 2022"** until **2:00 p.m.**, prevailing local time, February 22, 2022, for the following project:

TAYLOR BOOSTER STATION LOOP & SUPPLY LINE UPGRADE - 2022

At **2:05 p.m., on the same day**, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, on the second floor of City Hall, 504 South Washington Street, Moscow, ID 83843.

This project's base bid includes construction of approximately 854 linear feet of 10" C900-16 water main as well as reconstruction of the westbound lane of Taylor Avenue from Blake Avenue to Walenta Drive. Construction of water main includes a new hydrant, air relief, pressure relief valve, associated fittings/valves, and connection to existing water mains. Reconstruction of the westbound Taylor Avenue lane will consist of removal of existing asphalt surface and 8" of existing base/subgrade for installation of new geotextile, base rock, and superpave HMA surfacing.

Complete digital Project Manual and Project Plans, may viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Taylor Booster Station Loop & Supply Line Upgrade - 2022"

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$20.00**. The Quest project number is **8122223**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

The Project Documents may also be examined at the City of Moscow Haddock Building (Engineering Division), 504 South Washington Street, Moscow, ID 83843.

Questions should be directed to Bob Buvel, P.E., City of Moscow Engineering Division, 504 South Washington Street, Moscow, ID. Phone 208-883-7031 or Email: bbuvel@ci.moscow.id.us

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

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



Tracy Ortiz, Deputy City Clerk

Publish Dates: February 5, 2022 & February 12, 2022

TAYLOR BOOSTER STATION LOOP & SUPPLY LINE UPGRADE - 2022

PAGE 1 OF 117

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for TAYLOR BOOSTER STATION LOOP & SUPPLY LINE UPGRADE - 2022, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, 504 South Washington Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

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

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

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

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for "TAYLOR BOOSTER STATION LOOP & SUPPLY LINE UPGRADE-2022" as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BASE BID

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	<i>Removals</i>				
SP1.1	Remove and Dispose of Bituminous Surface	1475	SY		
SP1.2	Remove and Dispose of Concrete Sidewalk	9	SY		
SP1.3	Remove and Dispose of Concrete Curb	10	LF		
SP1.4	Excavation	289	CY		
2	<i>Water</i>				
SP2.1	10-Inch C900-16 Water Pipe (Class D Backfill)	854	LF		
SP2.2	8-Inch C900-16 Water Pipe (Class D Backfill)	10	LF		
SP2.3	6-Inch Ductile Iron Water Pipe (Class D Backfill)	16	LF		
SP2.4	12-Inch C900-16 Water Pipe (Class D Backfill)	6	LF		
SP2.5	10-Inch Gate Valve	4	EA		
SP2.6	12-Inch Gate Valve	1	EA		
SP2.7	8-Inch Gate Valve	3	EA		
SP2.8	Hydrant w/ Tee and 6-Inch Gate Valve	1	EA		
SP2.9	Connect to Existing Main	5	EA		
SP2.10	1-Inch CTS PE Service Line (Class D Backfill)	15	LF		
SP2.11	2" Pressure Relief Valve (Class D Backfill)	1	EA		
3	<i>Roadway</i>				
SP3.1	1/2" Superpave HMA Pavement (4")	336	TON		
SP3.2	3/4" (-) Crushed Rock Base (4")	353	TON		
SP3.3	1-1/4" (-) Crushed Rock Base (4")	303	TON		
SP3.4	Subgrade Separation Geotextile	1475	S.Y.		
SP3.5	Soft Spot Repair	360	S.Y.		
4	<i>Concrete</i>				
SP4.1	Concrete Sidewalk	5	SY		
SP4.2	Concrete Curb (Type A)	10	LF		
5	<i>MISC</i>				
SP5.1	Erosion Control	1	LS		
SP5.2	Traffic Control	1	LS		
SP5.3	Mobilization	1	LS		
Base Bid Total					

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2022

(DRAFT – DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR _____
BETWEEN CITY OF MOSCOW, IDAHO
AND _____**

THIS CONSTRUCTION AGREEMENT FOR TAYLOR LOOP AND SUPPLY LINE IMPROVEMENTS BETWEEN CITY OF MOSCOW, IDAHO AND _____ (hereinafter "Agreement"), dated this _____ day of _____, 2022, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 504 South Washington Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Drawings, Specifications and Proposal, Attachment 'A' for: _____ Project No. _____;
2. Addenda issued prior to the opening of bids, see Attachment 'B';
3. Bid Proposal of CONTRACTOR, dated _____, see Attachment 'C';
4. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement; and
5. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

“ _____ ”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall not begin prior to _____, 2022 and shall be substantially completed on or before _____, 2022. Work shall be substantially completed within thirty (30) calendar days of commencement of work, unless adjustment of the substantial completion time is made in accordance with the provisions of the Contract Documents.

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

ARTICLE 4. CONTRACT SUM

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

ARTICLE 5. INDEPENDENT CONTRACTOR

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

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

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

ARTICLE 11.
EMPLOYMENT DISCRIMINATION

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

ARTICLE 12.
LEGAL FEES

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

ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER

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

**ARTICLE 14.
SPECIAL WARRANTY**

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

**ARTICLE 15.
COMMUNICATIONS**

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

CONTRACTOR:

CITY:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

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

ARTICLE 18. EXECUTION

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

CONTRACTOR

CITY

City of Moscow, Idaho

By: _____

Art Bettge, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for Blackline, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

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

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

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

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

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

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

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

- D. The CITY reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the CITY.

IB-5. PROPOSAL GUARANTY

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

IB-6. RETURN OF PROPOSAL GUARANTY

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

IB-7. QUALIFICATIONS OF BIDDER

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

IB-8. AWARD OF CONTRACT

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

IB-9. FAILURE TO EXECUTE CONTRACT

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

IB-10. NONDISCRIMINATION IN EMPLOYMENT

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

IB-11. WAGE RATES

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

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

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

IB-13. PERFORMANCE PERIOD

- A. The work to be performed pursuant to this Agreement shall not start prior to May 16, 2022 and shall be substantially completed by August 12th, 2022. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

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

IB-15. ALTERNATES

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

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

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

GENERAL CONDITIONS

GC-1. COMPLIANCE

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

GC-2. DEFINITIONS

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

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

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission,

nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.

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

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

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

GC-5. INVESTIGATION BY BIDDERS

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

GC-6. NON-DISCRIMINATION

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

GC-7. INTERPRETATION OF THE SPECIFICATIONS

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

GC-8. CONTRACTS

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

B. Execution of Agreement

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

C. Subcontracts

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

b. The Contractor agrees:

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

calendar days after the Subcontractor's work is satisfactorily completed.

- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

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

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

11. Costs and charges incurred by CITY, together with the cost of completing the work under the agreement, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

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

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

F. Assignment:

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

GC-9. QUANTITIES FURNISHED BIDDERS

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

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:
 - i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of

award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and

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

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

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.

- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

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

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed

to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.

- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in CITY, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. The City may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 - 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 - 3. Failure of the Contractor to make proper payments to a subcontractor;
 - 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 - 5. Damages to another Contractor where there is evidence thereof;
 - 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties

entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

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

- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

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

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.

- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.
- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11
- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth

in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.

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

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

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

- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

- A. The Contractor shall be responsible for all work until its acceptance by the CITY.
- B. The Contractor shall be responsible for all quality control including but not limited to tests and inspections; correction, removal of defective work.
 - 1. Tests and Inspections
 - a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
 - b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.

- c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.
- e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

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

GC-22. ORDERS TO BEGIN WORK

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

GC-23. ORDER OF WORK

- A. The Agreement period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.
- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.
- C. The specific details of the order of work will be established by the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule for the entire Project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability to the Engineer or CITY for Contractor's means, methods, sequences, techniques or site safety.

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

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

- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

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

GC-27. GUARDS AND BARRICADES

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

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

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

outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-29. MAINTAINING POSTAL SERVICE

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

GC-30. EMERGENCY WORK

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

GC-31. SUPERVISION OF WORK

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

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement,

whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.

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

B. Correction of Work after Final Payment:

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

C. Deductions for Uncorrected Work:

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

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis or quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.

- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.
- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

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

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

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

existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.

- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

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

GC-37. CLEANUP

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

GC-38. PROOF OF TAX PAYMENT

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

final payment to Contractor until a tax release (https://tax.idaho.gov/forms/EFO00234_05-27-2020.pdf) from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

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

GC-40. JURISDICTION AND DISPUTE RESOLUTION

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

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:

- B. Those required by the Moscow City Code, such as:
 - Community Forestry Ordinance §5-8-1 et seq.
 - Building Code §7-1-1 et seq.
 - Plumbing Code §7-1-2 et seq.
 - Electrical Code §7-1-3 et seq.
 - Gas Code §7-1-4 et seq.
 - Contractor Licensing Ordinance §7-16-1 et seq.
- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

The scope of work for the project is as set forth in the project specific plans and specifications.

The intent of the contract is to provide for the construction and completion in every detail of the work described.

The City reserves the right to make, at any time during the progress of the work, such changes in quantities and such alterations in the scope of work as are necessary to satisfactorily complete the project and the Contractor shall perform the work as altered. Compensation for change in scope of work will be in accordance with the project specific contract documents.

Unless otherwise noted, all labor, materials, and equipment necessary for the execution and completion of the work shall be furnished by the Contractor.

ES-2. TRAFFIC CONTROL/R.O.W USE PERMITS

2.1 Traffic Control

- A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work shall not begin until the proper permits have been acquired and all required traffic control devices are in place.
- B. **Prior to commencement of work, the Contractor shall submit to the Engineer for review, Traffic Control Plan(s) created by an *ATSSA or ESC certified Traffic Control Supervisor*. The plan shall be consistent with requirements detailed in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and shall include identification of detour routes for pedestrians. All traffic control devices shall be MUTCD approved, and installed and maintained by *ATSSA or ESC certified Traffic Control Technicians*. In the event where flagging is required to control traffic flow around a work zone, all flaggers shall have a *current ATSSA or ESC flagging card*.**

Traffic control plans for work within State of Idaho highway right-of-way must also be approved by the Idaho Transportation Department.

- C. The work shall be carried out so as to cause a minimum of dislocation of normal commercial pursuits. Traffic must be kept open on roads and/or streets where no detour is possible. The Contractor shall, in addition to other requirements contained herein, without further notification or other order, provide, erect, and maintain at all times during the progress or temporary suspension of the work,

barricades, fences, signs, flaggers, or other protection in accordance with the most current edition of the "Manual on Uniform Traffic Control Devices" and shall provide, keep, and maintain such danger lights, signals, and flaggers, as may be necessary or ordered by the Engineer and/or traffic regulatory authorities having jurisdiction to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected by signal lights which shall be suitably distributed across and along the roadway and which shall be kept burning from one hour before sunset until one hour after sunrise and at other times as vision is obscured by fog, smoke, or dust.

- D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of hot mix asphalt pavement, placing and curing of Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic. No private driveway may be closed except as provided here-in, or unless permission is given the Contractor by the owner of the property affected. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.
- E. The Contractor shall take every precaution to protect pedestrian, bicycle and vehicular traffic. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the Engineer directs at no additional cost to the City. Should the City Engineer deem it necessary to augment the traffic control devices and the Contractor be unresponsive or unwilling to do so, the Contractor will be charged the customary rental rate and force account charges for the required personnel to bring the site into compliance with the MUTCD.

2.2 Right of Way Use Permits

- A. All street and sidewalk closures require a City issued Street Closure Permit.
- B. Work within public right of way requires a City issued Right of Way use permit.
- C. Work within State of Idaho highway right-of-way requires an Idaho Transportation Department (ITD) permit. These permits must be obtained through the City; not directly from ITD.

2.3 Payment: Traffic Control

Traffic control will be paid for as incidental to other bid items if there is no specific bid item for traffic control included in the proposal; OR, as a lump sum amount if traffic control is included

as a separate pay item in the proposal. Lump Sum price for traffic control includes furnishing, installing and maintaining the required devices to comply with MUTCD requirements.

ES-3. MATERIALS

All materials shall be new, free of defects, manufactured in the USA and shall be furnished and installed according to the manufacturer's specifications.

ES-4. REMOVALS AND DISPOSALS

The Contractor shall be responsible for all removals indicated on the Plans and in the Specifications, and as may be necessary to complete the work in accordance with the true intent and meaning of the drawings and the details.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed areas, or where removals are made, so that such adjacent work is left in the same state as their original condition. Such applications specifically shall apply to private driveways with the intent that all such driveways will be left with a smooth consistent and constant grade constructed of the same material and to the same specifications as originally used in constructing the driveway.

When salvageable material is to remain Contracting Agency property, the Specifications will identify the material and describe how the Contractor shall remove it and where it will be stored. Any material not named in the Specifications as Contracting Agency property will become the property of the Contractor and shall be removed from the project.

The Contractor may dispose of waste material in Contracting Agency-owned sites if the Specifications or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste at no expense to the Contracting Agency.

The Contractor shall acquire all permits and approvals required for the use of the disposal site. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The Contractor shall provide the Engineer the location of all disposal sites to be used and also provide copies of the permits and approvals for such disposal sites before any waste is hauled off the project.

The Contractor shall protect, indemnify, and save harmless the Contracting Agency from any damages that may arise from the Contractor's activities in making these arrangements. Any action required to satisfy any permit and/or any approval requirements in a Contractor-provided disposal site shall be performed by the Contractor at no additional expense to the Contracting Agency.

Removals and disposals will be paid by lump sum or unit price:

The price shall include all costs incurred to remove and dispose of the items bid including labor and equipment and other incidental costs.

ES-5. EARTHWORK

5.1 Excavation

All excavation shall be unclassified, except that which is required for the installation of pipe (storm, sanitary, water, drain), which is classified as trench excavation.

This work shall consist of excavation and disposal of all material, not being removed under some other item, which is encountered within the limits of the work necessary for the construction in accordance with the Specifications and in reasonable close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer.

This work shall include all excavation performed under this item regardless of the material encountered.

This work shall include the removal and disposal of any structure or any miscellaneous obstructions which are visible or are indicated on the plans which encroach upon or otherwise obstruct the work and for which a separate bid is not taken.

This work shall also include the preparation of the subgrade when the subgrade is not on a fill section. Subgrade elevation shall be below the gravel base elevation of pavement as indicated on the plans, and shall conform to the crown of the finished pavement surface. All depressions or ruts containing water shall be drained, as arranged with the Engineer. The entire surface shall be bladed to remove inequalities and secure a uniform surface. Line and grade stakes will be provided once by the Engineer, or his/her representative. The Engineer, or his/her representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary. The subgrade shall be brought to a firm unyielding surface, true to line, grade, and cross section, by rolling and processing with equipment generally used for this purpose and acceptable to the Engineer. All soft, spongy, or yielding spots, which may be ordered to be removed by the Engineer, shall be entirely removed and replaced with geotextile and suitable rock material and thoroughly compacted to the satisfaction of the Engineer.

5.2 Structural Fill

This work shall consist of furnishing and placing selected material in one or more courses to form a stable roadbed in accordance with these specifications and in conformity with the Plans.

Structural fill (also 'Borrow' or 'Embankment') may consist of naturally occurring sand, sand gravel, sand and rock mixtures, decomposed granites, and native loess or clays. Sand and rock mixtures shall contain sufficient sand to fill the voids of the larger gravel

and stone to permit the required compaction. All borrow must be obtained from designated or approved sources. Structural fill shall be free of roots, bark, topsoils or other organic materials.

The surface upon which the structural fill is to be placed shall conform to the established lines and grades and shall be smooth and uniform, having been cleared of all vegetation, roots, stumps, topsoil, and foreign material.

The Contractor shall use necessary precautions in loading borrow to assure reasonable uniformity in grading.

Borrow shall be compacted with modern, efficient, compacting equipment satisfactory to the Engineer.

Embankment shall be placed in successive horizontal layers not exceeding eight (8) inches in loose thickness. All embankment shall be compacted to at least ninety-five (95) percent of the maximum density in accordance with AASHTO T-99. At all locations that are inaccessible to a roller, the embankment shall be brought up in horizontal layers and compacted thoroughly with mechanical tampers. The horizontal layers shall not exceed eight (8) inches in loose thickness. The compacting equipment may be of any type provided they are capable of compacting each lift of the material to the specified density.

5.3 Payment

The accepted quantities of EXCAVATION will be paid for by the per cubic yard unit price or by lump sum. The quantity of excavation, as listed on the proposal or measured in the field, shall be used to compute the final payment, exclusive of any extra work ordered by the Owner or his/her representatives, as provided under Section GC-11, Extra Work.

The accepted quantities of STRUCTURAL FILL will be paid for by per cubic yard unit price or by lump sum. The unit price per cubic yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the borrow as herein specified and as shown on the plans.

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

Geotextile shall be Type II, nonwoven or woven, as set forth in **Section 718.07 – Subgrade Separation Geotextile Property Requirements** of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.2 Construction Requirements

Geotextile shall be furnished and installed in accordance with **Section 640 – Construction Geotextiles** of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.3 Payment

Geotextile will be paid for on the basis of unit price, per square yard, furnished and installed.

ES-7. CRUSHED ROCK BASE

7.1 Description

This work shall consist of furnishing and placing one or more courses of aggregate on a prepared surface in accordance with these Specifications and in reasonable close conformity with the lines, grades, thicknesses and typical sections shown on the Plans and/or established by the Engineer.

The Contractor shall make their own arrangements for obtaining crushed rock base material and shall designate the source of same in ample time to permit sampling and testing by the Engineer.

7.2 Aggregate

A. 3/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

B. 1-1/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
1/2 inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50

No. 30	10 – 30
No. 200	2 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

7.3 Test Methods

Tests shall be made in accordance with the following applicable standard methods:

Field determination of density of soil in-place and percent compaction.	Idaho T-74
Compaction standard for coarse granular materials by use of the vibratory spring-loaded compactor.	Idaho T-74
Moisture density relations using a 5.5 lb. rammer and 18 inch drop, method A or C.	AASHTO T-99
Nuclear method for the determination of percent compaction in place density and moisture content of soils and aggregates.	WAQTC TM7

7.4 Placing

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. Geotextile fabric shall then be placed upon the full width of the compacted subgrade. The geotextile fabric shall be as specified in Specification ES-6 SUBGRADE SEPARATION GEOTEXTILES. Joints between sections of fabric shall overlap a minimum of 2 feet along longitudinal joints and a minimum of 6 feet at end joints.

If the required compacted depth of the base course exceeds 8.0 inches, the base shall be constructed in two or more layers of approximate equal thickness.

7.5 Mixing

Unless otherwise specified, the Contractor shall mix the base course by any one or a combination of the three methods specified below:

Stationary Plant Method. The aggregate and water shall be mixed in an approved mixer. Water shall be added during the mixing operation in an amount necessary to facilitate compaction. After mixing, the base material shall be placed on the roadbed by means of an approved aggregate spreader.

Travel Plant Method. After the material for each layer of base course has been placed through an aggregate spreader or windrow sizing device, the base shall be uniformly mixed by a traveling mixing plant. During the mixing, water shall be added in an amount necessary to facilitate compacting.

Road Mix Method. After material for each layer of base course has been placed, the materials shall be mixed by motor graders or other approved equipment until the mixture is uniform throughout. During the mixing, water shall be added in an amount necessary to facilitate compaction.

7.6 Shaping and Compaction

After each layer has been spread it shall be compacted for its full width. The choice of compaction equipment will be left to the Contractor. Compaction shall continue until not less than 95% of the standard density is attained as determined by AASHTO T-99.

At the request of the Contractor, the Engineer, or his/her representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary.

All soft, spongy, or yielding spots, which may be ordered repaired by the Engineer, shall be repaired in accordance with Specification ES-8 SOFT SPOT REPAIR.

7.7 Payment

The accepted quantities of CRUSHED ROCK BASE will be paid for by the unit price per ton. The unit price per ton shall include all materials, labor, equipment and other costs incidental to furnishing and placing the crushed rock, as herein specified and as shown on the plans.

Weight slips, in duplicate form, shall accompany each load of crushed rock to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver, before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site, in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-8. SOFT SPOT REPAIR

8.1 Materials

Geotextile shall be Type II, nonwoven or woven as per Specification ES-6 SUBGRADE SEPARATION GEOTEXTILES. Crushed Rock Base shall be 1-1/4"(-) crushed basalt per Specification ES-7 CRUSHED ROCK BASE.

8.2 Construction Requirements

All soft spots in the subgrade shall be called to the attention of the Inspector prior to placing the geotextile fabric. The Inspector shall determine where additional excavation is necessary and instruct the Contractor on such over excavation.

All soft, spongy, pumping or yielding areas will be ordered by Engineer to be repaired as herein described:

1. Remove subgrade to a depth of one foot below design subgrade elevation.
2. Add Subgrade Separation Geotextile to the bottom of the excavated area. This layer of geotextile will be in addition to that required for the entire subgrade area.
3. Backfill the area with Crushed Rock Base (95% min. compaction) to subgrade design elevation.

Dispose of the excavated material per Specification ES-4 REMOVALS AND DISPOSALS.

The Contractor shall cooperate with the City in determining the areas that require Soft Spot Repair by furnishing a loaded dump truck and operator to roll over the entire subgrade area and, with the assistance of a City representative, locate and mark all soft spots.

8.3 Payment

SOFT SPOT REPAIR will be paid for on the basis of unit price, per square yard, complete, in-place; including excavation, base aggregate and geotextile.

The Engineer may determine that excavation in excess of the one foot depth may be required to accomplish the repair; in such instances compensation will be adjusted proportionately.

ES-9. WATERING

Bulk water furnished to contractors for the construction of City funded projects will be provided at NO cost to the contractor. Bulk water furnished to contractors for purposes other than the construction of City funded projects must be purchased from the City. All bulk water use by contractors will be metered and paid for under rates and fees established by the City's most current adopted fee schedule and pursuant to City Code.

ALL BULK WATER WILL BE FURNISHED IN ACCORDANCE WITH THE CITY OF MOSCOW'S 'BULK WATER USE POLICY'.

Contractors shall coordinate ALL water usage with the Moscow Water Department.

ES-10. WEIGHING

Weighing equipment for the weighing of crushed stone surfacing materials, bituminous construction, etc., shall consist of and conform to Section 109, of the latest edition, of the Idaho Transportation Departments Standard Specifications for Highway Construction, and amendments thereto. In any event, the scales shall be tested and sealed, at the expense of the Contractor, as set forth in the Standard Specifications listed above. Weight slips in duplicate form shall accompany each load of crushed rock or asphalt to the construction site.

ES-11. CONCRETE

11.1 General

Portland cement concrete shall conform to Section 502 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, and as follows:

Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate and water, proportioned and mixed in accordance with these specifications. Unless otherwise provided, the Portland cement concrete shall be Idaho Transportation Department Class 40B having a minimum unit compressive strength at 28 days age of 4,000 psi. Class 40B concrete shall have 6 sacks of cement per cubic yard of concrete and an air entrainment content of 6.5 percent, plus or minus 1.5 percent. The slump shall be a maximum of five (5) inches and shall not vary more than one (1) inch from the average.

11.2 Portland Cement

Portland cement shall conform to AASHTO M-85, Type I or II and shall contain no more than 0.60 percent total alkali. Type III can be used with prior approval of the Engineer.

Unless otherwise permitted, the product of only one mill or any one brand and type of Portland cement shall be used on any single pour.

11.3 Aggregates

Aggregates shall be reasonably free from wood, roots, bark, soft or disintegrated pieces, or other deleterious matter. Blend sand may be approved for use to correct deficiencies in the grading sizes, provided the combination meets the specification requirements for the class of material being produced.

Fine aggregate for concrete shall conform to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	100
No. 4	95 – 100
No. 16	45 – 80
No. 50	10 – 30
No. 100	2 – 10
No. 200	0 – 4

Sand equivalent shall be a minimum of 70.

Fineness modulus to be between 2.50 and 3.10 (AASHTO M-6).

The amount of deleterious substances shall not exceed the following limits:

	<u>Percent by Weight Maximum</u>
Clay lumps	1.0
Coal & lignite	1.0
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

Organic impurities shall not exceed those specified in AASHTO T-21. Mortar making properties shall conform to AASHTO T-71 or ASTM C87.

Coarse aggregate for concrete shall conform to the following gradations for coarse aggregate size No. 3:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2 inch	100
1 inch	95 – 100
1/2 inch	25 – 60
No. 4	0 – 10
No. 8	0 – 5

The amount of deleterious substances shall not exceed the following limits:

	<u>Percent by Weight (Maximum)</u>
Coal & lignite	1.0
Clay lumps	0.5
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

11.4 Water

Water for concrete shall be obtained from any source of potable water. Sources of non-potable water shall be approved before use.

11.5 Curing Compound

The curing compound shall be a liquid membrane-forming curing compound conforming to AASHTO M-148 Type I, with a fugitive dye and shall be applied to all finished concrete surfaces immediately after the concrete has set.

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
 - 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
 - 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
 - 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
 - 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.
- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.
- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50

or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.

- E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.
- F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.
- G. Unless otherwise approved, when a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharged completely within 1-1/2 hours or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hours may be directed. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. If additional mixing water is required to replace evaporated mixing water to maintain the specified slump and is added with the permission of the Engineer, a minimum of 20 revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete.

Tests for consistency may be made at approximately the beginning, the midpoint, and the end of the load. If the results vary by more than the tolerance specified below, the mixer or agitator shall not be used until the condition is corrected.

<u>When Average Slump is</u>	<u>Tolerance</u>
3 inches or less	1/2 inch
More than 3 inches	1 inch

- H. Central mixing concrete may be transported in suitable non-agitating equipment. The bodies of such equipment shall be smooth, watertight metal containers.

12.2 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed, unless otherwise approved by the Engineer, and in no instance shall concrete be re-tempered at a rate in excess of 1 gallon of water per 1 cubic yard of concrete remaining in the truck.

12.3 Placing Concrete

General. Concrete shall not be placed until forms have been checked and approved by the Engineer. The forms shall be clean of all debris before concrete is placed. Concrete shall be placed so as to avoid segregation of the materials and the displacement of the reinforcement. Care shall be taken to fill each part of the form by depositing the concrete as near the final position as possible. After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcement.

12.4 Cold Weather Concreting

Heating and Placing Concrete. Before any concrete is placed, all snow and frost shall be completely removed. Concreting operations shall meet the following requirements when the ambient temperature falls below 40 degrees F.

To achieve adequate curing, the temperature of the concrete shall be maintained above 50°F during the entire curing period or 7 days, whichever is greater. The concrete temperature shall not be allowed to fall below 35°F during this time. Prior to placing concrete in cold weather, the Contractor shall provide a written procedure for cold weather concreting to the Engineer. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below 35°F. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been approved by the Engineer.

The Contractor shall furnish concrete that will have a temperature of at least 50 degrees F and not more than 80 degrees F at the time of placing. Heating equipment shall heat all the materials uniformly. Such heating shall prevent the occurrence of non-uniform moisture contents or contamination in the aggregates. Aggregates shall be heated in a manner such that frozen lumps, ice and snow are eliminated. The average temperature of an individual batch of aggregate shall not exceed 150 degrees F.

The Contractor is solely responsible for protecting concrete from inclement weather during the entire curing period. Permission given by the Engineer to place concrete during cold weather will in no way ensure acceptance of the Work by the Contracting Agency. Should the concrete placed under such conditions prove unsatisfactory in any way, the Engineer shall still have the right to reject the Work although the plan and the Work were carried out with the Engineer's permission.

12.5 Placing in Hot Weather

The temperature of the concrete shall not exceed 80 degrees F at the time of placement. When the combination of ambient air temperature, concrete temperature, humidity and wind is such that rapid evaporation of moisture from the concrete surface will take place, the Contractor shall take measures to slow the evaporation to tolerable limits. Such measures may include, but not limited to, erecting sun shades or placing at night or early morning. Ice may be used as a part of the mixing water providing it has completely melted by the time mixing is completed.

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he may declare the concrete defective and require the removal and replacement of that portion of the structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

When concrete sidewalk has hardened sufficiently the surface shall be given a broom finish. The broom shall be of an approved type. The stroke shall be perpendicular to the centerline with adjacent strokes, slightly overlapped. The finish shall be free from porous spots, irregularities, depressions, small pockets or rough spots.

12.7 Curing Concrete

Concrete surfaces shall be kept completely and continuously moist until a curing method is applied. Curing compound shall not be applied to concrete surfaces before the finishing has been acceptably completed and shall not be applied to construction joints or to the inside faces of joints to be sealed with silicone joint sealer. The curing compound shall not be applied during rainfall.

Prior to completion of the curing period, if any membrane surface is marred or damaged by scuffing and wear, the Engineer may require an immediate application of the same type membrane or water cure for the remainder of the cure period.

Membrane forming curing compounds shall be thoroughly mixed before use and agitated during application to prevent settling of the suspended solids. The membrane must be uniformly applied.

Membrane forming curing compounds shall be applied to the finished concrete immediately after the bleed water or free-water sheen leaves the surface of the finished concrete surface.

The curing compound shall be a liquid membrane curing compound conforming to AASHTO M-148 Type I. Curing compound shall be applied under pressure, at the rate of application as directed, and shall be at least 1 gallon per 200 square feet for each application. All concrete cured by this method shall receive two applications of the curing compound for a total minimum coverage of 1 gallon per 100 square feet. The first coat shall be applied immediately after stripping the forms and/or acceptance of the concrete finish. If the surface under the forms has dried the concrete shall be thoroughly wet with water and the curing compound applied just as the surface film of water disappears. The second application shall be applied after the first application has set. During curing operations all unsprayed exposed surfaces shall be kept wet with water.

Should the film become damaged from any cause, within 10 days, the damaged portion shall be repaired immediately with additional compound.

If this curing compound is applied to construction joints, it shall be removed by sandblasting before fresh concrete is placed against them.

All membrane forming curing compounds shall be accompanied by a Manufacturer's Certificate of Compliance and shall be approved by the Engineer, prior to its use.

12.8 Correction of Work After Completion of Construction – Two Year Warranty

The contractor/person installing the concrete shall be responsible for faulty and/or non-conforming materials or workmanship for a period of two (2) years from the date of the initial installation; he/she shall remedy any defects due thereto. The City shall give notice of observed defects with reasonable promptness.

Surface scaling (or spalling) of the new concrete surface will be the fundamental consideration for determining non-conforming workmanship and materials requiring remediation. Scaled surfaces exceeding 5% (randomly dispersed or concentrated) per twenty (20) square feet of concrete surfacing area will be considered defective and shall be replaced. Manner and method as well as configuration of the area requiring replacement will be as directed and approved by the City Engineer. All replacement of concrete shall be as per City standards and at the Contractor's expense.

ES-13. CONCRETE CURB

13.1 General

All concrete curb shall conform to the City of Moscow Standard Drawings, the Plans, and Specifications. Concrete for curbs shall conform to the requirements of ES-11 CONCRETE and ES-12 CONCRETE CONSTRUCTION REQUIREMENTS of these specifications.

13.2 Forms

Curb forms shall be set to line and grade as designated; securely staked, and so constructed as to result in finished lines true to the dimensions and shapes shown on the plans.

Forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing while placing concrete. Where a section must be constructed on a curve, straight lengths of the section shall be short enough that the middle ordinate to the curve, from the face of that section, does not exceed one-half (1/2) inch or the section shall be continuously curved.

13.3 Joints

Expansion joints (or thru joints) shall be provided at intervals of forty-eight (48) feet throughout the length of the curb and at the junction of straight curb and radii and at either end of a driveway or alley section. Pre-formed joint fillers of one-half (1/2) inch or three-eighths (3/8) inch thickness will be placed in expansion joints.

Contraction joints (or "Dummy Joints") shall be constructed every sixteen (16) feet. These joints shall be 1/8 inch minimum thickness and constructed to a minimum depth of 1-1/2 inches by scoring with a tool which will leave the corners rounded and destroy aggregate interlock.

13.4 Construction Requirements

- A. Dimensions. All curbs, unless otherwise specified, shall be in accordance with dimensions conforming to one of the types shown on City of Moscow Standard Drawings as specified by the approved project plans.
- B. Consistency. All Class A curb (cast in place) shall be of good plastic consistency and shall have a slump of three (3) inches and shall be tested by the Engineer according to the provisions of AASHTO T-119.

All Class C curb (extruded) shall meet the requirements for Class A curb, except for the amount of slump which may vary according to the conditions of the concrete mix and the extrusion equipment used. Under no circumstances however, shall the finished curb vary more than one-half (1/2) inch from the design elevation, and not more than ten (10) percent from the dimensions shown in the City of Moscow Standard Drawings and Specifications. Class C curbs will not require expansion joints.

13.5 Finishing

While the concrete is still green, the top and front face, or other exposed portions of the curb, shall be troweled to produce a uniform even surface then given a fine brush finish with brush strokes parallel to the long axis of the curb. Form marks and other irregularities shall be removed. The edges of the curb shall be rounded with an edger. Honeycombed areas in the back of the curb that, in the opinion of the Engineer, are not detrimental to the curb, need not be patched.

13.6 Curing

Immediately after finishing, the concrete shall be cured in accordance with the requirements of ES-12.7, Curing Concrete.

13.7 Backfilling

All curb shall be backfilled as described herein. If sidewalk or concrete pavers are to be constructed behind the curb, all backfill material shall be 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded

areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

The accepted quantities of curb will be paid for by the unit price per linear foot. Compacted aggregate base under the curb and curb and gutter pan at catch basin locations will be considered incidental to the unit price for the curb. The unit price per linear foot shall include all materials, labor, equipment and other costs incidental to constructing concrete curb as herein specified and as shown on the Plans and special drawings.

ES-14. CONCRETE SIDEWALK

14.1 General

All concrete sidewalk, including driveways, shall conform to the City of Moscow Standard Drawings, Contract Plans, and Specifications. Concrete for sidewalks shall conform to the requirements of ES-11 CONCRETE and ES-12 CONCRETE CONSTRUCTION REQUIREMENTS of these specifications.

14.2 Gravel Base

Sidewalk shall be constructed on a compacted base of (3/4) inch minus crushed rock; base aggregate shall be placed on compacted, non-pumping subgrade. The crushed rock shall have the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

The total thickness of the gravel base shall be at least six (6) inches, compacted, in-place.

The gravel base shall be graded, rolled, tamped, or otherwise compacted to ninety-five (95) percent of the maximum density determined in accordance with AASHTO T-99.

The gravel base shall be thoroughly sprinkled with water before the concrete is placed.

All cost for furnishing and placing gravel base for sidewalks shall be included in the unit price bid on the bid proposal form for constructing concrete sidewalks. No additional compensation will be made for this gravel base.

14.3 Construction requirements

- A. Dimensions. Sidewalk width, thickness, and reinforcement shall be as shown on the City of Moscow Standard Drawings.

Sidewalk shall have a cross slope of between 1% and 2%, unless otherwise approved by the Engineer.

- B. Forms. Side forms shall be rigid and shall bear full length on the compacted gravel base and shall be the full depth of the finished walk. Forms shall be well staked, braced or otherwise rigidly held to true line and grade and shall rest upon stakes driven into the ground at intervals sufficient to provide rigid support. If metal forms are used they shall be of a type satisfactory to the Engineer.

- C. Placing and Finishing Concrete. SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved strikeboard. Expansion joints of premolded joint material one-half (1/2) inch thick or three-eighths (3/8) inch thick may be constructed through the sidewalk at intervals of twenty (20) feet. Expansion joints may also be located where new sidewalk meets existing concrete, unless otherwise approved by the Engineer. Where applicable, joints in sidewalks and curb shall coincide.

After the concrete has been thoroughly consolidated and leveled it shall be bullfloated to eliminate high and low spots and to embed large aggregate. The concrete shall then be allowed to harden properly before jointing, edging, and brooming is completed.

Contraction joints shall be tooled into the concrete every four feet for four foot wide sidewalk and five feet for five foot wide sidewalk, shall be 3/8 inch minimum in depth, and shall be perpendicular to the direction of the walk. All joints shall then be edged with a 3/8 inch radius edger and the sidewalk edges shall be tooled with a one-half (1/2) inch radius edger.

After edging and jointing has been completed the concrete shall be smoothed with wood or metal hand floats. The floated surface shall then be coarse broomed uniformly in a transverse direction with a fiber hair brush or an approved type.

The placing and furnishing of all sidewalk shall be performed under the control of the Engineer, or his/her representative, and the tools shall meet with his/her approval.

The contractor shall keep a person at the job site for a minimum of four hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete.

Concrete left unattended, if damaged or defaced shall be replaced at contractor expense.

- D. Curing. Curing shall be performed by applying a sealing compound conforming to AASHTO M-148 Type I to the surface of the concrete immediately after it has set sufficiently to permit such application. Curing shall conform to Section ES-12.7, Curing Concrete.
- E. Backfill. After removal of the forms, the area behind the sidewalks shall be backfilled and compacted with at least sixteen (16) inches of topsoil level with the sidewalk and curb. Less than 16 inches of topsoil may be approved where new sidewalk is being constructed along older streets. The topsoil shall be raked or otherwise leveled, taking care to break up large dirt clods and remove large stones. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27, ES-28.

14.4 Payment

The accepted quantities of concrete sidewalk will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment, and other costs incidental to construction of concrete sidewalk, including aggregate base, as herein specified and as shown on the Plans and special drawings.

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

The Hot Mix Asphalt (HMA) pavement shall be placed in lifts to the thickness as specified on the Contract Plans and as required by the Standard Construction Drawings.

PAVEMENT THICKNESS SPECIFIED BY CITY OF MOSCOW DOCUMENTS (STANDARD DRAWINGS, STANDARD SPECIFICATIONS ETC.) SHALL MEAN THE FULLY COMPACTED, IN-PLACE DEPTH.

The materials of which the asphaltic concrete is composed shall be of such sizes and grading that, when proportioned and mixed together, they will produce a uniformly graded mixture, which when tested by means of laboratory screens, will conform to the requirements in the following table. The percentages of refer to the completed HMA mixture. All percentages shall be computed on the basis of weight. Screens and sieves used for determining the percentages of the different sizes of aggregate shall have square openings.

3/4" Superpave HMA Pavement CL SP-2 (Base Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
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1 inch	100
3/4 inch	90 – 100
1/2 inch	90 max
3/8 inch	52 – 80
No. 8	23 – 49
No. 200	2.0 – 8.0

1/2" Superpave HMA Pavement CL SP-2 (Surface Course)

Sieve Size	Percent Passing
3/4 inch	100
1/2 inch	90 – 100
3/8 inch	90 max
No. 8	28 – 58
No. 200	2.0 – 10.0

Superpave hot mix asphalt paving shall conform to the requirements, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Paving asphaltic cement used will be PG58-22 or PG58-28, or an approved equal, and shall conform to the specifications, of the latest edition, of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereto.

Section 405, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto, shall apply as to the items of "Weather Limitations, Hauling Equipment, Pavers, Rollers, Mixing Plant, Spreading and Finishing, Joints, Rolling, Surface Smoothness."

A Hveem or Super Pave Mix Design shall be submitted with associated "Job Mix Formula" (JMF) for approval, if required by the City Engineer.

15.2 Rolling and Compaction

Rolling and compaction of the asphaltic concrete mat shall be done in accordance, with the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

Compaction shall be achieved, as per Section 810, of the latest edition of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

The cost of the rolling and compaction shall be included in the price of furnishing and placing superpave hot mix asphalt pavement.

15.3 Tack Coat

Tack coat shall be applied at all edges where the new asphaltic surface joins the existing pavement and shall be applied in accordance with Section 401, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

15.4 Payment

The accepted quantities of superpave hot mix asphalt pavement will be paid for by the unit price per ton or per square yard. The unit price shall include all materials, labor, equipment, and other costs incidental to furnishing and placing the superpave hot mix asphalt pavement herein specified and as shown on the plans.

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his/her representative, and one copy will remain with the truck driver before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or his/her representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive on the job site in order to assure the presence of the Engineer, or his/her representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16 CEMENT CONCRETE PAVEMENT

16.1 General

Portland cement concrete shall conform to Section ES-11 CONCRETE, of these Specifications except as modified by the following sections and subsections.

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

- A. Fine aggregate shall consist of sand or other inert materials, or combinations thereof approved by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be thoroughly washed to remove clay, loam, alkali, organic matter or other deleterious matter.

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement

content shall be at the expense of the Contractor. Under no circumstances shall the fine aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

Fine aggregate shall develop in the mortar strength test, at an age of 7 days, a compressive strength of not less than ninety (90) percent of the strength of a mortar prepared with the same cement (AASHTO T-71 or ASTM C-87) .

- B. Coarse aggregate shall consist of gravel, crushed stone or other inert material or combinations, thereof approved by the Engineer, having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be thoroughly washed to remove clay, loam, bark, sticks, alkali, organic matter, or other deleterious material.

Coarse aggregate containing more than the maximum percentage passing any screen may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor.

Coarse aggregate shall not be used, under any circumstances in paving concrete, when the amount by weight passing the screens exceeds the following:

3/4" square opening.....	70%
3/8" square opening.....	30%

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:
1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
 2. Organic Impurities: AASHTO T-113.
 3. Flexural Strength of Concrete: AASHTO T-104.
 4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.
 5. Clay Lumps in Aggregates: AASHTO T-112.
 6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

- A. Curing and protection shall conform to the specifications of Section 703, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.4 Joint Fillers and Sealants

- A. Joint fillers and sealants shall conform to the specifications of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.5 Air-Entrained Concrete

Air-entrained concrete shall be used, as per ES-11, unless otherwise provided for in the Special Provisions. Either air-entrained Portland cement or an air-entraining admixture shall be added at the mixer.

The volume of air in freshly mixed concrete shall conform to that specified in the table which follows:

AIR CONTENT OF FRESHLY MIXED CONCRETE

Maximum Size of Coarse Aggregate (Inches)	Air Content (Percent by Volume)
1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	7-1/2 ± 1

If the measured air content is found above or below the values contained in the table, the Contractor shall immediately make changes in mixing or materials as will be necessary to comply with the requirements for air content.

If an air-entraining agent is used, it shall be introduced at the nominal rate of one fluid ounce per sack of cement, but the rate shall be varied if necessary to comply with the requirements for air content.

An automatic dispenser accurate to 10%, which will introduce into the mixing water the specified amount of air-entraining agent for each cycle of mixing, shall be connected to the mixer.

Aggregates shall be adjusted to compensate for increased yield resulting from air-entrainment so that the specified amount of cement is contained in each cubic yard of concrete. Adjustment shall be made by decreasing the weight of fine aggregates only, unless otherwise directed by the Engineer.

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under his/her supervision.

16.6 Reinforcing Steel

Reinforcing steel shall consist of round or square deformed bars or wire mesh. Square twisted bars shall not be used.

- A. Deformed steel bars for concrete reinforcement sizes No. 3 through 11 shall conform to the requirements of ASTM A-615M, Billet Steel Bars for Concrete Reinforcement, Grade 60, except as noted on the plans and except that the bars shall be made only by the open-hearth process or the electric furnace process.

The form of the deformed bars shall conform to ASTM A-706M, Minimum Requirements for Deformations of Deformed Steel Bars for Concrete Reinforcement.

Deformed bars size No. 14 and size No. 18 for concrete reinforcement shall conform to the requirements of ASTM A-615M, Special Large Size Deformed Billet Steel Bars for Concrete Reinforcement Intermediate Grade.

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.
- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

The fine aggregate and each size of coarse aggregate shall be measured by weighing. Corrections shall be made for variations in weight of material due to moisture content and specific gravity. The quantities of aggregates used in each batch shall be such that the cement can be measured in full sacks unless it is weighted in bulk.

Fine and coarse aggregate shall be proportioned by weight, except that if the project is small, then volumetric proportioning may be used with permission of the Engineer. In proportioning, the unit of measure for cement will be by the sack, ninety-four (94) pounds.

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105 pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

Concrete mixes shall be proportioned to the satisfaction of the Engineer. The proportion of aggregate may be altered to give better workability only upon written approval of the Engineer.

16.8 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing

and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed.

16.9 Construction of Portland Cement Concrete Pavement

Construction of Portland cement concrete pavement shall conform to the requirements of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Concrete pavement batches shall meet the requirements of Section 703, of these Standard Specifications.

Concrete batch proportions shall be approved by the Engineer and any subsequent changes to the approved batch must be made in writing by the Engineer.

16.10 Payment

The accepted quantities of Portland cement concrete pavement will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the Portland cement concrete pavement herein specified and as shown on the plans.

Batch slips in triplicate form shall accompany each load of concrete for pavement delivered to the construction site. Upon delivery of the material, one copy of the batch slips will be given to the Engineer, or his/her representative, and one to the Contractor. Delivery of concrete shall mean discharged from the mixer truck and all water added to the mix shall be added to the batch slip. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site in order to assure the presence of the Engineer, or his/her representative, at the job site during material delivery. The batch slips may be used for the determination of cross section conformity.

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.
2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.
3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

ES-17. ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES

Gate valve boxes, catch basins, catch inlets, monument casings, and manholes shall be adjusted to the grade, as established by the Engineer. Valve boxes, casings, rings and covers shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations in order not to damage the structures, equipment or water mains. Any damage occurring to the manholes, catch basins, gate valves, monuments, water meters or water mains, due to the contractor's operation, shall be repaired at the contractor's expense. Any masonry adjustment shall be made by using pre-cast risers, bricks, concrete blocks or poured concrete or HDPE Cretex Pro-Ring or City Approved Equal

The Contractor shall notify the appropriate utility company, in advance, if gas valve boxes need to be adjusted, so the utility company personnel can do so, in a timely manner.

The Contractor shall notify the City Water Department, in advance, if water meter boxes need to be adjusted, so the Water Department personnel can do so, in a timely manner.

Location of valve boxes, catch basins and manholes on the plans is approximate only. They will be accurately located and referenced by the Engineer, or his/her representative, whenever possible. Manhole lids and catch basin and monument covers and valve box lids shall, preferably, be set to grade following the final application of asphaltic concrete. During paving operations, tops of manholes, monuments, catch basins and valve box lids shall be covered with building paper, diesel oil, or other suitable material to prevent sticking of asphalt to the metal lids.

Where excavation is necessary to adjust the grade of manholes, catch basins, monuments, or valve boxes, the backfill shall be carefully placed and tamped by hand.

Payment for adjustment of manholes, catch basins, gate valves, and monuments will be made according to the unit price for each unit adjusted:

The unit price bid shall include all costs incurred in furnishing materials and labor necessary to adjust the particular units to grade.

ES-18. MANHOLES AND CATCH BASINS

18.1 General

Catch basins, catch inlets, and manholes shall be precast reinforced concrete units, furnished and installed in accordance with the project plans, these Standard Specifications, and the Standard Drawings.

Completed catch basins and manholes including ring shall be capable of withstanding, with a reasonable margin of safety, a concentrated load of 20,000 pounds.

Backfill shall be placed in horizontal layers no more than 6 inches thick with each layer compacted to 95 percent of the maximum density or as approved by the Engineer.

18.2 Precast Reinforced Concrete Manholes, Catch Basins, and Catch Inlets

Precast reinforced manholes, catch basins, and catch inlets sections shall conform to AASHTO M-199, ASTM C-478 and ASTM C-433 and as shown on the Standard Construction Drawings.

- A. Base Sections. Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. Joints. All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.
- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

Rings and lids shall be cast iron and shall conform to the Standard Drawings. Castings shall conform to the requirements of ASTM A-48 Class 138 and shall be free of porosity shrink cavities, cold shuts or cracks, or any surface defects which would impair serviceability.

18.4 Sanitary Sewer Manholes

- A. General. Sanitary sewer manholes shall be constructed according to Plans, Standard Drawings and Specifications. All sanitary manholes shall be constructed of precast reinforced concrete sections.

The Contractor may construct a channel through the manhole by either running sewer pipe through the bottom of the manhole, pouring concrete around the pipe and breaking out the upper half of the pipe; or by pouring concrete in the bottom of the manhole and forming a channel through the manhole by hand.

- B. Basis of Payment. Sanitary sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all cost incurred in furnishing materials, labor, excavation, installing the manholes in place including the asphaltic coating on the outside of the manhole and the manhole rings and lids, and backfilling.

- C. Watertightness

1. **SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT.** All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services, at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.
2. **Hydrostatic Testing.**
 - a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
 - b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
 - c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

- A. General. Storm sewer manholes shall be constructed according to the Plans, Standard Drawings and Specifications. Storm sewer manholes shall be precast reinforced concrete, unless otherwise approved by the Engineer.

All pipe extending into catch basins shall be trimmed within 1"-2" of the inside wall surfaces and shall be neatly grouted inside and out and watertight.

- B. Basis of Payment. Storm sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all costs incurred in furnishing materials, labor, excavation, installing manholes in place including the manhole rings and lids, and backfilling.

18.6 Catch Basins and Catch Inlets

- A. General. Catch basins and catch inlets shall be constructed according to the Plans, Standard Drawings and specifications. Catch basins shall be precast reinforced concrete per WSDOT TYPE 1, catch inlets shall be WSDOT CONCRETE INLET - unless otherwise approved by the Engineer.

All pipe extending into basins and inlets shall be trimmed within 1"-2" of the inside wall surfaces shall be neatly grouted inside and out and watertight

Lids, grates, and risers shall be centered over the basin or inlet; unless specifically allowed otherwise.

- B. Payment. Catch basins will be paid for by the unit price per each.

The unit price shall include all cost incurred in furnishing materials, labor, excavation, installing catch basins in place including the catch basin rings and lids, and backfilling.

18.7 Risers

- A. Risers for height adjustment shall be as per WSDOT's standard for the precast unit being furnished.

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

This section covers the work necessary for the trench excavation and backfill above the pipe zone. Pipe zone backfill is included under the specification for the pipe.

19.2 Type of Backfill

The class of backfill to be used above the pipe zone shall be as set forth on the Plans or as given in the project Special Provisions and if not specifically set forth in project documents then as required by the "use" description given herein. The right is reserved to modify the use, location,

and quantities of the various types of backfill, during construction, as the Engineer considers being in the best interest of the Owner.

Trench backfill, above the pipe zone, shall be as follows:

1. Class A Backfill. Use in landscaping and agricultural type areas where lawn sod, shrubs, topsoil, fences, and other landscape items are either being replaced or are anticipated.
2. Class B Backfill. Use within existing or proposed gravel parking lots – not within gravel streets or alleys.
3. Class C Backfill. Use in areas where asphalt pavement, concrete, curb, sidewalk, gravel surfacing, landscaping and agricultural use is not anticipated, present or future.
4. Class D Backfill. Use in existing gravel streets and alleys, existing gravel roadway shoulders and in areas where asphalt pavement, concrete, curb, and sidewalk is existing or anticipated in the future.
5. Class E Backfill. Use in lieu of Class D Backfill in new streets when specifically allowed by the City Engineer.
6. Class F Backfill. Use within and immediately adjacent to existing asphalt paved streets, alleys, driveways, and parking lots.

19.3 Excavation and Backfill for Fire Hydrants

Excavation and backfill for fire hydrants shall be included in the unit price payment for Fire Hydrants (See ES-22).

19.4 Trench Excavation

Trench excavation shall be classified as common excavation or rock excavation and shall include whatever materials are encountered to the depths as shown or as directed by the Engineer.

Common Excavation. Common excavation is defined as the removal of all material which is not classified as rock excavation.

Rock Excavation. Rock excavation shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said Specifications is available at the office of the City Engineer.

19.5 Materials

- A. Foundation Stabilization. Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. Granular Material. Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7 CRUSHED ROCK BASE.

- C. Imported Topsoil. Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at his/her own expense, and in a manner satisfactory to the Owner.
- D. Compaction Equipment. Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

19.6 Workmanship

- A. Clearing. Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.
- B. Obstructions. This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

The contract amount will be adjusted accordingly for any cost changes resulting from such alignment modifications.

Dispose of obstructions removed from the excavation in accordance with section ES-4 REMOVALS AND DISPOSALS.

- C. Utility Repairs. Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City – NO EXCEPTIONS.
- D. Removal and Replacement of Topsoil. In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist; first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of

the backfilled trench. In lieu of stockpiling the top 10 inches of soil, "Imported Topsoil" from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.

- E. Pavement, Curb and Sidewalk Removal. Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.

- F. Trench Width. Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.

The maximum clear width at the top of the trench will not be limited, except in cases where excess width of excavation would cause damage to adjacent structures or property.

In all cases, confine trench widths to dedicated rights-of-way for public thoroughfares or within areas for which construction easements have been obtained.

- G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.
- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.
- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.

Dispose of the water in an approved manner without damage to adjacent property.

Drainage of trench waste through the pipeline, under construction, is prohibited.

- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:

1. Class A Backfill

Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers, or hydraulic hammers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Where Class A backfill is specified replace topsoil in the top 10 inches of the trench. Compact and rake to match the ground surface adjacent to the trench.

Maintain the surface of the backfilled trench level with the existing grade until the entire project is accepted by the Owner. Any subsequent settlement of the finished surfacing during the warranty period shall be considered to be a result of improper or insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

2. Class B Backfill

Backfill the trench, above the pipe zone, with approved excavated trench material to within 6 inches of final surface grade. Compact the entire trench depth in suitable lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers. Determine the method and type of equipment and the amount of compaction required to prevent subsequent settlement. Place and compact granular material in the top 6 inches.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material, as specified, until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

3. Class C Backfill

After the completion of the backfilling of the pipe zone, the excavated trench material may be pushed back into the trench by mechanical means.

In all locations where Class C backfill is used, the Contractor shall make his/her own estimate of the amount of backfill material required at the trench, so that after normal settlement has occurred, the finished surface will meet the existing grade. Neatly windrow the material over the trench and remove all excess. Any excess or deficiency of backfill material, which becomes apparent after settlement within the warranty period, shall be corrected by regrading, disposing of excess material or adding additional material where required. Remove rocks larger than 2 inches from the upper 8 inches of backfill.

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95 percent density in 6 inch lifts with mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade with crushed rock backfill material until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface during the warranty period shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

5. Class E Backfill

Class E trench backfill is to be used only where a new paved street is going to be constructed above the installed pipe.

The width of the trench, above the pipe zone, may be increased beyond the required specifications for pipe zone width, as described in the City of Moscow Standard Drawing #15, but shall not be less than (6) six feet.

Approved native excavated material may be used for backfill above the pipe zone in this widened trench. Compaction for all trench backfill, above the pipe zone, shall be 95% minimum of AASHTO T-99. All native backfill shall be placed in

(6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

Backfill the trench, above the pipe zone, with granular material to within 4 inches of the finished surface.

Compact the entire trench, above the pipe zone, in six (6) inch maximum lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers to a minimum 95 percent standard density. The top 4 inches of the trench is to have smooth cut edges before being backfilled with two equal lifts of asphaltic concrete patching mix.

7. Subsurface Drain Backfill

Backfill the entire trench to within 10 inches of the final surface grade or to the street subgrade, as applicable, with crushed or naturally occurring granular material from approved sources.

The material shall be washed, if necessary, to render the particles free from clay. It shall contain no more than 1% of clay lumps or other decomposed material. It shall conform to the following requirements for grading:

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100
3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

That portion of the gravel backfilled for drains retained on a 1/4" square sieve shall not contain more than 0.05% by weight of wood waste.

Compaction, above the pipe zone, shall be accomplished by the use of mechanical, vibrating or impact tampers. Determine the method and type of equipment to use and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material as specified until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent

settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

- O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.
- P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.
- Trenches backfilled within existing paved streets shall be temporarily surfaced with 2.5 inches of cold mix asphalt pavement; which temporary cold mix surfacing shall be placed within one day of completion of trench backfilling. This temporary patch shall be installed and maintained smooth until the permanent hot mix patch is installed. Under certain circumstances, this requirement may be waived by the City Engineer.
- No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance shall be considered as incidental to that item of work.
- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.
- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.
- S. Blasting. Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

Payment for trench excavation and backfill will be as specified for main line pipe as follows:

- A. Trench Excavation and Backfill. Payment for trench excavation and backfill shall be included in the price per linear foot of the respective pipe stated in the Contractor's bid proposal.

Payment for trench excavation and the respective backfill shall constitute full compensation for all work specified and incidental to the price per linear foot of the respective pipe.

Pipe zone backfill is specified under Section ES-20 PIPE.

- B. Rock Excavation. Rock excavation shall be measured for payment as the actual quantity of rock removed within the approved limits.

ES-20. PIPE

20.1 Storm Sewer Pipe

Mains, 4-inch to 15-inch: SDR 35 PVC ASTM D 3034, gasketed.

Mains, 18-inch to 36-inch: Solid wall PVC ASTM F 679 or HDPE (High Density Polyethylene) AASHTO M 294, smooth-walled interior, silt-tight.

Culvert Pipe: Corrugated Steel Pipe and Pipe Arches conforming to AASHTO M 36, 2-2/3" x 1/2 corrugations. Round pipe shall be 16 gage minimum; arch pipe shall be 12 gage minimum.

Storm Sewer Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.2 Sanitary Sewer Pipe

All sanitary sewer pipe shall be a minimum of eight (8) inch diameter except sewer to house connections which shall be a minimum of four (4) inch diameter.

Mains, 8-inch diameter and larger: SDR 35 PVC ASTM D-3034.

Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for

distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless street shear ring bands.

20.3 Perforated Subsurface Drain Pipe

- A. General. A perforated roadway underdrain system may be shown on the Plans and shall be furnished and installed as herein described in these Specifications, as shown on the City's Standard Construction Drawings and as shown on the Plans.

Laterals will generally be connected to the collector at 60° angles. The terminal end of each lateral will be sealed with a plug. All connections between pipe sections and branches are to be water tight.

The pipe shall be wrapped with a filtering sock.

Perforated Subsurface Drain Pipe that is corrugated on the inside will not be allowed.

Perforated pipe and fittings shall not be dumped into the trench. All pipe shall be inspected prior to lowering into the trench and if necessary cleaned of any material tending to plug the perforations of the pipe.

Pipe shall be laid with the perforations at the bottom or as per manufacturer's instructions.

Gravel backfill for drains shall be as defined under Section ES-19 TRENCH EXCAVATION AND BACKFILL.

- B. Types of Pipe. Perforated subsurface drain pipe as indicated on the plans and standard drawings shall be one of the following types of pipe or as approved by the Engineer:

1. Perforated Corrugated Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) N-12 pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252 Type S (corrugated outside-SMOOTH INSIDE). The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

2. Perforated Solid Wall Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252. The joints shall be gasketed non-water tight joints (Soil tight

per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

20.4 Water Pipe & Ductile Iron Fittings

- A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.
- B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111
- C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.
- D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.
- E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51(minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.
- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.
- G. Tapping Sleeves. All tapping sleeves shall be ROMAC "SST" Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

Pipes shall be laid in straight lines at uniform rates of grade as shown on the plans.

Proper preparation of foundation, placement of foundation material where required, and placement of pipe zone material below the pipe shall precede the installation of all sewer, water and culvert pipe. This shall include necessary leveling of the native trench bottom or the top of the foundation material as well as placement and compaction of required pipe zone material, below the pipe, to a uniform grade so that the entire length of pipe will rest firmly on a well

compacted material, so the backfill material around the pipe will be placed in a manner to meet requirements specified under backfilling.

Water pipe delivered for construction shall be handled so as to minimize entrance of foreign material. When pipe laying is not in progress as, for example, at the close of a day's work, all openings in the pipeline shall be closed by water-tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

If dirt that, in the opinion of the Engineer, will not be removed by flushing enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 5% hypochlorite disinfecting solution.

- A. Backfill at the Pipe Zone. The pipe zone shall be considered to include the full width of the excavated trench from the bottom of the trench (a minimum of 4 inches under the pipe) to a point 12 inches above the top outside surface of the barrel of the pipe.

Particular attention must be given to the area of the pipe zone from the flow line to the center line of the pipe to insure that firm support is obtained to prevent any lateral movement of the pipe during the final backfilling of the pipe zone.

Backfill the area of the pipe zone from the bottom to the horizontal center line of the pipe with "imported pipe zone material." Hand place the material around the pipe in 6 inch layers and thoroughly hand tamp with approved tamping bars supplemented by "walking in" and slicing with a shovel.

All material, within the pipe zone, shall be hand tamped and done in such a manner as to not change the grade of the pipe (particularly gravity pipe).

- B. Joints. In making the joints on the pipe care shall be exercised to clean all dirt, rock or other foreign matter completely from the inside of the bells and the outside of the spigots. The pipe shall be forced tightly in place with a bar or mechanical puller of a type approved by the Engineer. When the pipe is aligned it shall be supported by placing sufficient backfill material alongside and carefully tamped into place as described under Section 20.5.A.

When two different types of gravity pipe are joined together, a Fernco coupler may be used, upon approval of the Engineer. The completed connection shall be supported, in such a manner, as to maintain established line and grade and shall be encased, on all sides, with a minimum of four (4) inches of concrete. The concrete shall extend a minimum of two (2) feet on each side of the coupler.

Lubricant for water pipe gaskets shall be supplied by the pipe manufacturer.

- C. Caps and Connections. Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured

in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.

- D. Imported Pipe Zone Material. Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. Water Main Location and Separation. The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.
- F. Permissible Deflection at Joints - Water Pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

***MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)**

Bell and Spigot		Mechanical Joint		Push-on Joint
Diameter (Inches)	Max. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)
6	7-07	27	5	19
8	5-21	20	5	19
10	5-21	20	5	19
12	5-21	20	5	19
14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

*The maximum deflection shall be whichever is less, the table or that recommended by pipe manufacturer.

G. Anchorage (water pipe)

- 1. Limiting Pipe Diameter and Degree of Bend
On all pipelines 6 inches in diameter or larger, securely anchor by suitable thrust blocking all tees, plugs, caps, and bends where unbalanced forces exist, as directed by the Engineer.

2. Thrust Blocking

Provide thrust blocks as required by the Standard Construction Drawings. The concrete mix shall have a compressive strength of not less than 2500 psi. Place blocking between the undisturbed ground and the fitting to be anchored; plastic sheathing to be placed between the concrete and fitting. The bearing surface shall be as shown or as directed by the Engineer. Place the blocking so that the pipe and fitting joints will be accessible to repairs, unless otherwise shown.

3. Metal Tie Rods

Metal tie rods, if specifically required by the Plans or the Engineer, shall be used in conjunction with thrust block. The rods, nuts and washers shall be coated with a rust resistant coating. (A product intended for such use.)

20.6 Pipe Testing and T. V. Inspection

- A. Sanitary Sewer Pipe. The finished sanitary sewer shall be tight against leakage from either the inside or the outside of the pipe.

All wyes, tees, and stubs shall be plugged with flexible jointed caps, or acceptable alternate, securely fastened to withstand the internal test pressure. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

Exfiltration testing of the sanitary sewer pipe will be conducted by the Contractor, under the supervision of the Engineer, or his/her representative, after the sewer line is backfilled. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of his/her intention to pressure test the line.

If the test indicates that there is excessive leakage in the line the Contractor shall make repairs, at his/her own expense, and take such corrective action as may be required by the Engineer.

T.V. inspection of the sanitary and storm sewer pipe will be conducted by the City after the pipe has been backfilled and the manholes are accessible.

1. Exfiltration Test (Using Air)

The Contractor shall plug all openings in the pipe and supply necessary metering equipment and hoses for the test and a blower or compressor with adequate capacity to perform the test.

Immediately following the pipe cleaning, the pipe installation shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches four (4) pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe as determined by the Engineer.

At least two minutes shall be allowed for temperature stabilization before proceeding further. The inspector will then accurately determine the time of loss of one (1) psi. This time interval shall not be less than the time interval determined in the following formula.

$$T = 0.0109 D^2L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

Failure to meet or exceed the computed time interval for the loss of one (1) psi will be cause for rejection of the sewer pipe.

All repairs necessary to meet these requirements and/or testing will be at the expense of the Contractor.

The maximum length of sewer pipe, for the above tests, shall be the distance between consecutive manholes. Any section of sewer pipe, between any two manholes that does not meet the above requirements, shall be rejected.

2. T.V. Inspection

T.V. inspection, (by the City), of the newly installed sanitary and storm sewer pipes will be required, preferably, before the placement of asphalt on the roadway. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when this inspection is to be performed to assure the timely scheduling of the City's personnel and equipment.

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

C. Water Pipe

All new watermain shall pass City standard pressure testing and bacteriological testing. Pressure testing, flushing, disinfection, and bacteriological testing shall be performed by the City Water Department. All testing, flushing, and disinfecting materials and labor costs of the City's must be paid by the Contractor. It is the Contractor's responsibility to repair all leaks. The test pressure shall be 1-½ times the working pressure of the pipe per AWWA standards. The bacteriological test criteria shall be as follows: one test showing "absence" of coliform bacteria (<1) and a standard plate count of less than 100. The Contractor shall be responsible for all excavation and back fill necessary to allow the City Water Department access to the new main for the City to furnish, install, and remove all corporation stops necessary to test, chlorinate, and bacteriological sample the new main

as required. This includes backfill and trench surfacing once and then returning to the site to re-excavate and re-backfill (including cold mix patching) any corporation stops that remain in the main during disinfecting and sampling procedure. Where connections are made to existing mains the fitting and pipe shall be thoroughly cleaned and spray disinfected with 150(+) ppm chlorine solution immediately prior to their installation and such procedure shall be witnessed by a representative of the City; such operations by the contractor require the City to be notified a minimum of 48 hours in advance. The 48 hour notice is necessary to allow the City crew to notify customers of the water outage. The contractor shall be responsible for coordinating and cooperating with the City Water Department for testing, flushing, and disinfecting activities.

20.7 Plugging Existing Pipe

Where shown in the Plans or where designated by the Engineer, existing pipes shall be plugged on the inlet end for a distance of 2 diameters with commercial concrete. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

20.8 Basis of Payment

- A. Storm Sewer Pipe. The accepted quantities of storm sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including furnishing and installing lock bands at each joint and all pipe zone material.
- B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.
- C. Perforated Sub-surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.
- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

The measurement for payment will be the field measured centerline length of the pipe in place within the limits shown. Laying lengths of valves, fittings and couplings will be included. Payment for fittings, couplings and thrust blocks shall be considered incidental to the cost of the respectively-sized pipe. Payment for valves will be made at a per each unit price.

ES-21 GATE VALVES AND VALVE BOXES

21.1 Scope

This section covers the work necessary for furnishing and installing the gate valves and valve boxes, complete.

21.2 Materials

- A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.
- B. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4 inch shaft, and shall be TYLER 6855 series of appropriate length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4 inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.
- C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point 3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

- A. Valves. Before installation, the valves shall be thoroughly cleaned of all foreign material, and shall be inspected for proper operation for both opening and closing, and to verify that the valves seat properly. Valves shall be installed so that the stems are vertical, unless otherwise directed by the Engineer. Jointing shall conform to AWWA C-600 or AWWA C-603, whichever is applicable. Valves shall be installed in accordance with "Standard Details". Joints shall be tested with the adjacent pipeline. If joints leak during the test, valves shall be disconnected and reconnected, and the valve and/or the pipeline retested.

Faces of flanges shall be cleaned thoroughly before flanged joint is assembled. After cleaning, the gasket shall be inserted and the nuts tightened uniformly around the flange. If flanges leak under test, the nuts shall be loosened, the gasket reset or replaced, the nuts retightened, and the valve and/or pipeline retested.

Valves on all service connections and stubouts, 4 inch and larger, shall be mechanical joint and shall be restrained with coated tie rods.

- B. Valve Boxes. Center the valve boxes and set plumb over the wrench nuts of the valves. Set valve boxes so that they do not transmit shock or stress to the valves. Set the valve box covers flush with the surface of the finished pavement as shown, or such other level as may be ordered by the Engineer. Cut extensions to the proper length so that the valve box does not ride on the extension when set at grade.

Backfill shall be the same as specified for the adjacent pipe. Place backfill around the valve boxes and thoroughly compact to a density equal to that specified for the adjacent trench and in such a manner that will not damage or displace the valve box from proper alignment or grade. Misaligned valve boxes shall be excavated, plumbed, and backfilled at the Contractor's expense.

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

Payment for gate valves furnished and installed, complete, with valve boxes will be by the unit prices per each. Payment for the gate valves and valve boxes shall constitute full compensation for the work as specified under this section.

Payment for gate valves and valve boxes furnished and installed as auxiliary valves on hydrants shall be included in the unit price for hydrants.

ES-22. FIRE HYDRANTS

22.1 Scope

This section covers the work necessary for furnishing and installing the fire hydrants, complete, and the work necessary for the removal of existing hydrants.

22.2 Materials

- A. Low Pressure Hydrants. Hydrants to be corey pattern with nominal 5-1/4 inch main valve opening with 6 inch bottom connections. Equip with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper port with a 5 inch Storz hose nozzle. The Storz nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Storz adapters will not be accepted. Operating nut shall be equipped with O-ring seals and shall open when turned to the left or counterclockwise. Hydrants shall be of the break-flange or safety-top type. Hydrants shall conform to AWWA C-502, and these Specifications. The depth of bury will generally be 5 feet; and as required to accommodate site conditions. Nozzle threads shall be American National Standard. The hydrant isolation valve shall be attached to the tee at the main and all of the piping shall be restrained from the tee to the hydrant with flanged fittings, retaining glands (mega lugs, etc.) or tie rods as approved by the City Engineer. Hydrants shall be factory painted or may be painted by the contractor using a

high quality industrial enamel high intensity red paint above the ground line; spray can paint will not be allowed.

- B. Manufacturer, "Model": Waterous, "Pacer" or Mueller, "Centurian"
- C. Base Block. Solid precast concrete pier block having nominal dimensions of 8-inch thickness by 15-inch square base.
- D. Drain Rock. Washed 1-1/2 inch crushed rock or graded river gravel free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.
- E. Concrete for Thrust Blocking. City Standard per ES-11 CONCRETE.
- F. Thrust Ties. 3/4 inch diameter steel rods and duc-lugs as manufactured by Stellar Corporation, Columbus, Ohio, or approved equal. Rods shall have rust resistant protective coating.
- G. Auxillary Gate Valve. See City Standard ES-21 GATE VALVES AND VALVE BOXES.

22.3 Workmanship

Construction and installation shall conform to the detail on the Plans and to provisions of Sections 11 and 12 of AWWA C-600, except where otherwise specified.

- A. Location and Position. Locate as shown or directed so as to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians. A 3-foot clear space shall be provided and maintained around the circumference of the hydrant or as approved by the Engineer. Where hydrants are subject to impact by a motor vehicle, guard posts other approved means shall be provided as approved by the Engineer. Improperly located hydrants shall be disconnected and relocated, at the Contractor's expense.

When placed behind the curb, set hydrant barrel so that the face of the pumper or hose nozzle cap will be 2 feet from the back of the curb. When set in lawn space between curb and sidewalk, or between sidewalk and property line, let no portion of the hydrant or nozzle cap be within 12 inches of the sidewalk.

Set all hydrants plumb and nozzles parallel with, or at right angles to the curb, with the pumper nozzle facing the curb. Set hydrants so that safety flange is a minimum of 3 inches and maximum of 6 inches above finished ground or sidewalk level to clear bolts and nuts, and as directed.

- B. Excavation. Do not carry below sub-base grade. Replace over-excavated areas with gravel, and hand tamp to provide firm foundation.

- C. Base Block. Place on firm level sub-base to assure uniform support.
- D. Installation of Hydrants. Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.
- E. Drain Rock. Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.
- F. Concrete Thrust Blocking. Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega lugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.
- G. Bury Depth and Thrust Ties. The ground surface around fire hydrants shall be as follows:
 - 1. Behind the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two $\frac{3}{4}$ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 - 2. Sides of the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the centerline of the hydrant barrel. All earthen fill at the sides of the hydrant for a minimum distance of 6 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 - 3. Front of the hydrant (towards the main): 4.0 foot minimum cover over the hydrant lateral pipe shall be maintained – as shown on the City of Moscow Standard Construction Drawings.

Payment for existing fire hydrant removal will be made at the unit price stated in the Contractor's bid proposal for each hydrant removed, as covered herein and on the plans.

- H. Existing Fire Hydrant Removal. Remove fire hydrants on existing city mains as shown on the plans and as directed by the Engineer. The hydrants shall remain the property of the City of Moscow and shall be stockpiled, for the City, at a location to be determined. Care shall be taken so as not to damage the hydrants during removal, transporting, or stockpiling.

22.4 Payment

Payment for fire hydrants furnished and installed will be by unit price per each. Payment for fire hydrants shall constitute full compensation for all work specified under this section, and shall include the auxiliary gate valve and connecting pipe from the main line to the valve, and all trench excavation and backfill from the main to the hydrant.

Payment for existing fire hydrant removal will be made at the per each unit price.

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

- A. Sewer house connections, where required on the plans or ordered by the Engineer, shall be a minimum of four (4) inch diameter pipe. The pipe shall conform to Specification ES-8.2, Sanitary Sewer Pipe, except that it shall be green in color.
- B. Pipe zone material, unless otherwise specified, shall be 3/4 inch minus pea gravel, crushed rock, pea gravel, or clean sand.

23.2 Workmanship

- A. The sewer house connections shall be branched from the main sewer line by a Y branch on new mains; by a ROMAC style "CB" saddle on existing sewer mains. Branches shall be placed where indicated on the plans or as ordered by the Engineer, and shall be installed, at a point, above the centerline of the sanitary sewer main.
- B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.
- C. Sanitary sewer services shall not be connected to manholes.
- D. Maximum deflection permissible with any one fitting shall not exceed 45 degrees and shall be accomplished with long-radius curves or bends. Short-radius elbows or curves will not be permitted except by approval of the Engineer.
- E. Provide ends of all sewer house connection lines with standard watertight plugs, suitably braced to prevent blowoff during internal hydrostatic or air testing. With all plugs in place, test the sanitary sewer lines in accordance with ES-20.6, Pipe Testing and T.V. Inspection.
- F. After the line has been tested by the Contractor and accepted by the Engineer, the Contractor shall furnish and install an approved marker, as per City of Moscow Standard Drawings, to identify the ends of the sewer stubs. The marker shall be wrapped with detectable sewer tape.

- G. Conform to applicable portions of Section ES-19 Trench Excavation and Backfill and Section ES-20.2 Sanitary Sewer Pipe.
- H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.
- I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19 Trench Excavation and Backfill. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.
- J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.
- K. Install as per the Standard Construction Drawings.
- L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.

23.3 Basis of Payment

- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- B. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

All excavations in to existing City street paving shall be repaired in accordance with the City's adopted STREET / ALLEY CUT REPAIR policy and as per Standard Construction Drawing entitled STREET /ALLEY CUT REPAIR.

ES-25. EROSION AND SEDIMENT CONTROL

All construction in the City involving earthwork shall comply with all of the requirements of City Code Section 7-1-4 pertaining to Erosion and Sediment Control and the City of Moscow EROSION AND SEDIMENT CONTROL STANDARDS adopted by resolution.

The Contractor shall implement appropriate erosion control eliminating sediment transport to City infra-structure and private property. The Contractor shall pay all costs associated with sediment removal from City infra-structure, private property or environmental remediation.

All sediment control devices shall be installed prior to any ground disturbing activity.

ES-26 STORMWATER RUNOFF CONTROL

All construction and development activity in the City shall comply with all of the requirements of City Code Section 5-15 STORMWATER RUNOFF CONTROL and including Moscow STORMWATER RUNOFF CONTROL STANDARDS adopted by resolution.

ES-27.IMPORTED TOPSOIL

27.1 General

Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job at his/her own expense and in a manner satisfactory to the Owner.

27.2 Payment

Payment for furnishing and placing imported topsoil shall be paid according to the unit price bid on the Contractor's bid proposal form or as noted as set forth in the Contract documents.

ES-28 SEEDING

28.1 Seed

Seed furnished shall be labeled; true as to variety; noxious weed-free; and meet all purity, germination specifications, and standards of the Federal Seed Act and Idaho State Seed Laws. The variety shall be as required to best satisfy the particular application - as approved by the City Engineer.

28.2 Application

Seed all cut and fill slopes and all other denuded areas where any earthwork has occurred. Seeding shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.3 Fertilizer

Fertilizer shall be commercial grade and used in the seeding application in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.4 Mulch

Mulch shall be used in the seeding operation and shall consist of furnishing and placing mulch in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.5 Seedbed Preparation

Preparing the surface area to be seeded is part of the seeding operation and shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.6 Payment

Seeding will be paid for as allowed and described in the project specific contract documents; which may include, but not limited to, the following methods of payment: unit price per unit area; lump sum amount; incidental to other item unit prices; included in a project lump sum amount.

ES-29. TREE TRIMMING

Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. **ALL TREE TRIMMING SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE COMMUNITY FORESTRY ORDINANCE.**

ES-30. INSPECTION

Work performed under this contract shall be inspected at various stages of progress. These inspections include, but shall not be limited to the following:

- A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.
- B. Prior to and during the placement of all concrete. This inspection shall be requested when the forms are in place and ready to receive the concrete.
- C. After the street has been excavated and compacted, but before any crushed rock is placed.

- D. During the application and processing of the crushed rock base and after the crushed rock base has been placed and compacted, but before the prime coat is applied.
- E. After valve boxes, catch basins, manholes and monuments have been adjusted to the proper elevation.
- F. Prior to and during the placement of prime coat and tack coat.
- G. Prior to and during the placement of all superpave hot mix asphalt pavement.
- H. At the completion of the job, after all cleanup, backfilling and all other work is done and job is ready for final acceptance.

It shall be the responsibility of the Contractor to notify the Engineer, or his/her representative, when the various phases of the project are ready for inspection.

Request for inspection may be verbal but shall be given in sufficient time to allow the Engineer, or his/her representative, to arrange to be present as required. Failure to notify the Engineer, or his/her representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

All discrepancies, indicated by the inspector, shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

ES-31. WORKMANSHIP AND CLEAN UP

It is the intent and purpose of these Specifications and Plans to obtain good workmanship throughout with the completed work complying with the said Specifications and Plans and in full working order upon completion. Work will not be accepted until this result is obtained.

All debris or rubbish caused by the contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat and presentable condition.

Any damage to private property shall be repaired, replaced in kind, as approved by the City Engineer or the Owner compensated as required by the General Specifications.

Upon the satisfactory completion of all work embraced in the contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications the Engineer will, within fifteen (15) days after such completion and compliance, issue a certificate of completion to the Owner with two (2) copies to the Contractor.

ES-32. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime Contractor.

The amounts to be allowed for mobilization in the partial payment to be made under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate providing that the contractor has initiated productive work on the project.

Mobilization will be measured and paid for by the Lump Sum as shown on the Contractor's Proposal

SPECIAL PROVISIONS

SCOPE

This project's base bid includes construction of approximately 854 linear feet of 10" C900-16 water main as well as reconstructing the westbound lane of Taylor Avenue from Blake Avenue to Walenta Drive. Construction of water main includes a new hydrant, associated fittings/valves, and connection to existing water mains. Reconstruction of the westbound Taylor Avenue lane will consist of removal of existing asphalt surface and 8" of existing base for installation of new geotextile, base rock, and superpave HMA surfacing.

Note: All quantities are approximate, planned and actual quantities may vary.

GENERAL

All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with these SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, CONTRACT PLANS, and the City of Moscow STANDARD CONSTRUCTION SPECIFICATIONS and DRAWINGS (unless herein modified). These SPECIAL PROVISIONS, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

The Contractor shall schedule all work under this contract to be a sustained and concerted effort to complete the project within the allotted time. The project construction schedule specific to the item tasks shall be completed by Contractor subject to possible restrictions established by the Owner.

Traffic control shall be in place any time a vehicle, piece of equipment or stockpile is in the roadway. No stockpiles of material will be allowed except during working hours. The Contractor shall make no changes or modifications to the approved traffic control without prior approval from the Street Division Manager or the Engineer.

The contractor is responsible for worker and public safety and control within and about the work site and shall provide all necessary warning devices, barricades, signage and ground personnel needed to ensure safety, protection and warning to all persons and traffic within the area. The Contractor must obtain all permits and bonds required.

The contractor is responsible for damages to any and all facilities and appurtenances, plant material, underground utilities and other improvements and must repair and/or replace any or all items damaged in a timely and acceptable manner at no cost to the Owner. The Contractor shall

patch, repair, and/or replace all existing work immediately adjacent to the newly constructed areas, or where removals are made, so that such adjacent work is left in the same state of work.

All lawn areas damaged by the Contractor shall be repaired to the satisfaction of the Engineer. This work may include grading and sodding, as required. Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. All tree trimmings shall conform to the applicable sections of the community forestry ordinance.

Underground utility locates shall be the responsibility of the Contractor. The Contractor shall be responsible for all repair of 'located' utilities damaged during this project.

All debris or rubbish generated by the Contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat appearing condition. Any property, public or private, damaged by the Contractor shall be repaired to its original condition at the expense of the Contractor and approved by the Engineer.

It is the Contractor's responsibility to make provision and pay for water and power necessary for work under this contract and to clean-up any spills or debris or residues created by their work.

The Contractor shall become familiar with the site and its restrictions prior to bidding. He/she should also be familiar with all aspects of these specifications, pertinent to City Codes and the plans for this works. All tax liabilities imposed by the State Tax Commission must be met and verified prior to the release of the final payment. Attention to Idaho Code, Chapter 15, Title 63.

Construction items that are not explicitly covered in these written specifications but are required to complete a functioning project shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the contract. Those items that are not specifically covered in these specifications, but are required by the plans, shall be constructed in accordance with the construction industry's highest standards.

It is the intent and purpose of these specifications and plans to obtain good workmanship throughout, with all work complying with these specifications. The project will not be considered substantially complete until all requirements of these specifications have been completed to the satisfaction of the Engineer.

INSPECTION

It shall be the responsibility of the Contractor to notify the City Engineer, or his/her designated representative, when the various phases of the project are ready for inspection.

Request for inspection may be verbal, but shall be given in sufficient time to allow the Engineer, or his/her representative, to arrange to be present as required. Failure to notify the Engineer, or his/her representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

All discrepancies indicated by the inspector shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

ORDER OF WORK

The specific details of the order of work will be worked out in conjunction with, and under the supervision of the City Engineer. The Contractor shall coordinate all work within city streets at least twenty-four (24) hours in advance with the Street Supervisor, Steve Schulte, (208) 883-7097. Failure to provide advance notification shall void any claims for delay of Contractor's work by City forces.

ABANDONING & REMOVAL OF EXISTING WATER MAINS

The contractor shall abandon existing water mains after completion of new water main installation. Where existing water mains have been cut or removed because of new pipe conflict the cut ends must be plugged with a water class plug to prevent the abandoned pipe from filling with groundwater. This work of removal, abandoning and plugging is to be considered incidental to the new pipe installation.

LOCATING WIRE

General

- A. Installation of electrically continuous tracer wire with access points as described herein to be used for locating pipe with an electronic pipe locator after installation. Tracer wire shall be installed on all water mains and services up to the water service meter box. Tracer wire shall be installed on all sanitary sewer mains and services, and storm sewer mains and services up to the service line right of way (ROW).

Materials

- A. Open Trench / Open Cut: No. 12 AWG Copper with a minimum 450 lb. break load, minimum 30 mil insulation for direct bury color coded per American Public Works Association (APWA) standard for the specific utility being marked.
- B. Directional Drilling/Boring: No 12. AWG extra strength wire with a minimum 1,150 lb. break load, minimum 45 mil HDPE insulation for direct bury, color coded per APWA standard for the specific utility being marked.

- C. Pipe Bursting: Copperhead 7x7 stranded copper-clad steel SoloShot Xtreme Strength with 4,700 lb. break load, minimum 50 mil HDPE insulation color coded per APWA standard for specific utility being marked, or approved equivalent.
- D. Direct Bury Splice Kit: 3M Direct Bury Splice Kit DBR/Y-6, or, Copperhead SnakeBite Locking Connector, Mainline to Service Connector, or an approved equal.
- E. Ground Rod: Magnesium grounding anode, 18.5” in length, 1.5 lb. minimum.

Locating Wire Access Point Box

- A. Fire Hydrant Access Point Box: Copperhead Industries Cobra, two-terminal, with flange or an approved equal.
- B. Medium Duty Access Point Box located within a path, driveway, or sidewalk: Copperhead Industries, SnakePit Concrete/Driveway, Two-terminal switchable, or an approved equal.
- C. Light Duty Access Point Box located within a yard or green strip: Copperhead Industries, SnakePit Light Duty Series, Two-terminal switchable, or an approved equal.
- D. Traffic Rated Access Point Box for water line, sanitary and storm sewer box. Located where interval between access points are greater than 500 feet:
 - 1. Frame and Cover: Rich Series 921 or 926, or approved substitute.

Marking Tape

- A. Water line marking tape: 3 inch blue 4 mil polyethylene detectible with labelling reading “Caution – Buried Water Line Below” in 1-1/2” black lettering.
- B. Sanitary and storm drain sewer marking tape: 3 inch green 4 mil polyethylene detectible with labelling reading “Caution – Buried Sewer Line Below” in 1-1/2” black lettering.

Workmanship

- A. General:
 - 1. Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal.
 - 2. Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
 - 3. Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
 - 4. Tracer wire shall be installed at the bottom half of the pipe and secured taped/tied) at 10 - foot intervals.

5. Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end ground using an approved waterproof connector to a Ground Rod driven into virgin soil beneath and in line with the utility.
6. All service lateral tracer wire shall be a single wire, connected to the mainline tracer wire using a three-way mainline-to-service connector, installed without cutting/splicing the mainline tracer wire.
7. In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved connectors.
8. Tracer wire on all service laterals/stubs must terminate at an approved tracer wire access point located directly above the utility, at the edge of the road right-of-way, but out of the roadway.
9. One foot of excess/slack wire is required in all tracer wire access points after meeting final elevation.
10. Tracer wire must be properly grounded as specified.
11. At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a 1.5-lb., drive-in, magnesium ground rod.
12. When grounding the tracer wire at dead-ends/stubs, the Ground Rod shall be driven into virgin soil directly beneath and in line with the utility.
13. Where the Ground Rod wire will be connected to a tracer wire access point, one foot of excess/slack wire is required after meeting final elevation.
14. Prior to commencing any new construction, a Utility Locating System Plan (ULSP) must be submitted and approved by the City showing the proper tracer wire installation for all water and sewer lines. The ULSP will be required to show the locations of all tracer wire, ground rods, and above grade access points.
15. When tracer wire access point is to be located within a public or private street, a Traffic Rated Tracer Wire Access Point Box per MSD-2000.8 shall be used. For tracer wire access point located within a sidewalk, walking path, or driveway an access point box per 2060.2.4.B shall be used. For a tracer wire point located within a yard or green strip an access point box per 2060.2.4.C shall be used. For a tracer wire access point located on a fire hydrant an access point box per 2060.2.4.A shall be used. The tracer wire access point for water service lines shall be located in an approved water meter box per ISPWC Division 400.

Sanitary And Storm Sewer Systems

- A. A mainline tracer wire must be installed, with all service lateral tracer wires properly connected to the mainline tracer wire, to promote tracing/locating capabilities from a single connection point.
- B. Lay mainline tracer wire continuously, by-passing around the outside of manholes/structures on the north or east side.
- C. Tracer wire on all sanitary service laterals must terminate at an approved tracer wire access point color coded green and located directly above the service lateral at the edge of right-of-way.

Water

- A. A mainline tracer wire must be installed, with all service lateral tracer wires properly connected to the mainline tracer wire, to promote tracing/locating capabilities from a single connection point.
- B. Lay mainline tracer wire continuously, by-passing around the outside of valves and fittings on the north or east side.
- C. A single tracer wire only shall be installed on all water service laterals and must terminate at an approved tracer wire access point, color coded blue and located directly above the service lateral at the edge of right-of-way.
- D. Tracer wire access points will be installed at all fire hydrants and service line water meters per MSD-2000.4.
- F. All conductive and non-conductive service lines shall include tracer wire.

Testing

- A. All new tracer wire installations shall be located using typical low frequency (512 Hz) line tracing equipment, witnessed by the City as applicable, prior to acceptance.
 - B. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
 - C. Continuity testing in lieu of actual line tracing shall not be accepted.
- Measurement and Payment

No separate measurement or payment to the Contractor will be made for the work required under this Section.

MISC REMOVALS

Items requiring removal to complete new installations of underground infrastructure that do not have a bid item specifically associated with them, but are required to complete the work shall be incidental to the new installation.

TREE ROOTS

The Contractor shall be especially cognizant of apparent tree roots that will require caution during the performance of this work item and shall notify the Community Forestry Administrator, David Schott (208) 883-7098, upon encountering roots of 1" or greater diameter before cutting those roots.

ENVIRONMENTAL PROTECTION

The contractor shall comply with all Federal, State, and local laws and regulations pertaining to protection of the environment. Best management practices shall be followed to prevent pollution of surface and groundwater, soil, and the atmosphere with any contaminate including hazardous or toxic materials. Any release of these materials into the environment will require immediate corrective action by the Contractor in accordance with applicable State and Federal regulations.

The Contractor shall conduct and schedule his/her operations and abide by the conditions of any State or Federal permit to avoid or minimize impacts on streams, lakes, wetlands, reservoirs, aquifers, and associated fish and wildlife habitat. The contractor shall not use for any purpose public storm sewer, sanitary sewer, recreation areas, regulatory floodways, wetlands, or critical habitat without written approval of the regulatory agency.

SP-1.1 REMOVE AND DISPOSE OF BITUMINOUS SURFACE

This work shall consist of, but not limited to, the removal and disposal of bituminous surface. The removal shall be performed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings. Monuments shall be referenced prior to street removal.

Existing bituminous surface to be removed shall be saw-cut, if necessary, full depth, on smooth, straight lines as marked in the field. Saw cutting shall be considered incidental to this item. The asphalt is to be removed and disposed of by the contractor in a timely manner. Location of a disposal site is the responsibility of the contractor.

Crushed rock must be placed along the edge of any vehicle or pedestrian approach affected by these removals to provide temporary vehicle access if needed to maintain local access. The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Removal and disposal of bituminous surface shall be paid per square yard. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-1.1 REMOVE AND DISPOSE OF BITUMINOUS SURFACE SY

SP-1.2 REMOVE AND DISPOSE OF CONCRETE SIDEWALK

This work shall consist of, but not limited to, the removal and disposal of concrete sidewalk. The removal shall be performed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings. Any property corners shall be referenced prior to removal.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Removal and disposal of concrete sidewalk shall be paid per square yard. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-1.2 REMOVE AND DISPOSE OF CONCRETE SIDEWALK SY

SP-1.3 REMOVE & DISPOSE OF CONCRETE CURB

This work shall consist of, but not limited to, the removal and disposal of concrete curb. The removal shall be performed in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Removal and disposal of concrete curb shall be paid by the linear foot. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-1.3 REMOVE AND DISPOSE OF CONCRETE CURB LF

SP-1.4 EXCAVATION

This work shall consist of, but not limited to, the excavation of the street from top of existing aggregate base grade to the proposed subgrade finish grade. Excavation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, and the Standard Drawings. This item also includes subgrade preparation, including any fine grading, embankment and compaction. The contractor is responsible for disposal of excess material.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Excavation shall be measured and paid by the cubic yard as determined by cross sections and by field measurement for any unanticipated work. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-1.4 EXCAVATIONCY

SP-2.1 10-INCH C900-16 WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of C900-16 water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Backfill for this work shall be in accordance with "Class D Backfill" from Standard Drawing #33B.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.1 10-INCH C900-16 WATER PIPE (CLASS D BACKFILL) LF

SP-2.2 8-INCH C900-16 WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of C900-16 water pipe including the required fittings, locating wire and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.2 8-INCH C900-16 WATER PIPE (CLASS D BACKFILL)..... LF

SP-2.3 6-INCH DUCTILE IRON WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of ductile iron water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Backfill for this work shall be in accordance with "Class D Backfill" from Standard Drawing #33B.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.3 6-INCH DUCTILE IRON WATER PIPE (CLASS D BACKFILL) LF

SP-2.4 12-INCH C900-16 (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of C900-16 water pipe including the required fittings, locating wire and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Backfill for this work shall be in accordance with “Class D Backfill” from Standard Drawing #33B.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.4 12-INCH C900-16 WATER PIPE (CLASS D BACKFILL)..... LF

SP-2.5 10-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of gate valve. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valve shall be paid per each with valve box. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.5 10-INCH GATE VALVEEA

SP-2.6 12-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of gate valve. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valve shall be paid per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.6 12-INCH GATE VALVE EA

SP-2.7 8-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of gate valve. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valve shall be paid per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.7 8-INCH GATE VALVE EA

SP-2.8 HYDRANT W/ TEE AND 6-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of hydrants with "T" fitting and 6" gate valve included. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-22, and the Standard Drawings. This project will have 10"x6" tee fitting for each hydrant.

This item includes everything required to complete this work including, but not limited to labor, valve, locating wire, fittings, valve boxes, fire hydrant, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Hydrant w/ Tee and gate valve shall be paid per each with valve box. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.8 HYDRANT W/ TEE AND 6-INCH GATE VALVE EA

SP-2.9 CONNECT TO EXISTING MAIN

This work shall consist of, but not limited to, the work and materials required to connect to existing water mains. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-21 and the Standard Drawings.

The Contractor shall cut and remove pipeline components as indicated by the plans and as necessary for the installation of the required fittings at the points of connection. The Contractor shall determine the exact length of the existing water main that must be removed, and shall cut and bevel all pipe ends to prevent damage to couplings or gaskets during installation of the new fittings. The exterior of the existing pipe end shall be cleaned to a sound, smooth finish before installation of fittings. All damage to existing pipelines to remain in-service that is caused by the Contractor's operations shall be repaired by the Contractor at no expense to the City.

The Contractor shall provide and install all pipeline, fittings, and other components necessary to complete the connection of the new water main and the existing pipeline(s) unless otherwise noted in the plans. All fittings, pipeline, thrust blocking, locating wire, restraints, and other components required to complete the connection shall be provided and installed by the Contractor at no additional cost to the City, unless otherwise noted on the plans.

When work is started on a connection, it shall proceed continuously without interruption, and as rapidly as possible until completed. If the connection to the existing system involves turning off the water, the Contractor shall be responsible for notifying the residents affected by the shutoff. No shutoff of mains will be permitted overnight, over weekends, or on holidays.

No connections or modifications to the existing water system shall be made unless the Engineer or authorized representative of the City's Water Department is present. All such connections or modifications shall be completed between 6:30 a.m. and 5:00 p.m., Monday through Friday, unless requested and approved a minimum of 2 working days in advance.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Connect to existing main shall be paid per each connection to existing water main regardless the size or type. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, dewatering, and incidentals necessary to perform the work for:

SP-2.9 CONNECT TO EXISTING MAIN EA

SP-2.10 CTS PE SERVICE LINE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of water service pipe including the required fittings and tracer wire from the water main pipe to the service box location shown in the Project Plans. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Water service pipe shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.10 1-INCH CTS PE SERVICE LINE (CLASS D BACKFILL)..... LF

SP-2.11 2-Inch Pressure Relief Valve

This work shall consist of, but not limited to, the installation of a 2" pressure relief valve including the 2" CTS PE service pipe, PRV vault, connection to water main, required fittings, and tracer wire from the water main pipe to the new pressure relief valve vault. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

2" pressure relief valve shall be paid per each including connections to main regardless of size or type. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.11 2-INCH PRESSURE RELIEF VALVE (CLASS D BACKFILL)..... EA

SP-3.1 1/2" SUPERPAVE HMA PAVEMENT (4")

This work shall consist of, but not limited to, the installation of hot mix asphalt pavement. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-15, and the Standard Drawings. This work shall take place after the aggregate base grade and compaction are approved by the Engineer.

Tack coat shall be applied at all edges where the new asphalt surface joins the existing pavement and/or curb in accordance with ES-15 SUPERPAVE HOT MIX ASPHALT. Tack coat shall not be applied when surface or weather conditions would prevent proper construction. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Any rutted, damaged, or chipped edges in the existing asphalt matt shall be neatly sawn and removed immediately prior to tack coat application.

This item includes everything required to complete this work including, but not limited to lab, materials and equipment.

Measurement and Payment:

Measurement for 1/2" SUPERPAVE HMA PAVEMENT shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment and incidentals necessary to the do the work for:

SP-3.1 1/2" SUPERPAVE HMA PAVEMENT (4").....TON

SP-3.2 3/4" CRUSHED ROCK BASE (4")

This work shall consist of, but not limited to, the installation of crushed aggregate base. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in 6-inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement and payment for 3/4" CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment and incidentals necessary to furnishing, placing and compacting:

SP-4.2 3/4" CRUSHED ROCK BASE (4").....TON

SP-4.3 1-1/4" CRUSHED ROCK BASE (4")

This work shall consist of, but not limited to, the installation of crushed aggregate base. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in 6-inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement and payment for 1-1/4" CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment and incidentals necessary to furnishing, placing and compacting:

SP-4.3 1-1/4" CRUSHED ROCK BASE (4").....TON

SP-4.4 SUBGRADE SEPARATION GEOTEXTILE

This work shall consist of furnishing and installing geotextile in accordance ES-6 SUBGRADE SEPARATION GEOTEXTILES, with these specifications and in reasonable conformity to the details shown on the plans or as directed by the Engineer.

During periods of shipment and storage, the geotextile shall be placed in a dry place off the ground and protected from damage and shall be maintained in an opaque, heavy-duty protective covering.

Geotextile shall be Type II, nonwoven or woven, as set forth in Section 718.07 – Subgrade Separation Geotextile Property Requirements of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

The area to be covered shall be graded to a smooth uniform condition free of obstacles, depressions, and debris. The geotextile shall be spread immediately ahead of the covering operation. The geotextile shall not be dragged on the ground or mishandled in any way. The geotextile shall be placed loosely and without wrinkles so that placement of the overlying material will not tear the geotextile. The geotextile shall be lapped or sewn, as specified, at the ends and sides of adjoining sheets. The cover material shall be placed on the geotextile in such a manner that a minimum of six inches of material will be between the vehicle of equipment tires or tracks and the geotextile at all times.

Where geotextiles will be placed over soft ground, construction vehicles shall be limited in size and weight such that rutting in the initial lift above the geotextile is not greater than three inches deep, to prevent overstressing the geotextile. Turning of vehicles on the first lift above the geotextile will not be permitted. End-dumping the cover material directly on the geotextile will not be permitted. Compaction of the first lift above the geotextile over soft ground shall be limited to routing of placing and spreading equipment only. No sheep's foot type equipment will be allowed on the first lift. Subsequent lifts will be closely observed during compaction. If any foundation failures occur during compaction operations, lightweight compaction equipment shall be used. Pegs, pins or the manufacturer's recommended method shall be used as needed to hold the geotextile in place until the specified cover material is placed. Under no circumstances shall cover material be dropped on unprotected geotextile from a height greater than three feet above the surface of the geotextile.

The geotextile shall be covered with the specified cover material as soon as possible. Geotextiles which have not been ultraviolet stabilized shall not remain uncovered for longer than seven days. Ultraviolet stabilized material shall not remain exposed for longer than 30 days.

Should the geotextile be torn or punctured or the overlaps or joints disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or roadbed distortion, the backfill around the damaged or displaced area shall be removed and the damaged geotextile repaired or replaced by the Contractor at no cost to the Owner. The repair shall consist of a patch of the same type geotextile placed over the ruptured area. The patch shall overlap the existing fabric a minimum of 18 inches from the edge of the rupture.

Measurement and Payment

Subgrade separation geotextile will be measured to the nearest square yard of surface area actually covered. No separate measurement will be made for construction of laps, seams, joints or patches, unless the Engineer orders more than the specified lap, in which case the added lap

width will be measured. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-3.4 SUBGRADE SEPARATION GEOTEXTILE.....SY

SP-3.5 SOFT SPOT REPAIR

This work shall consist of, but not limited to, the repair of soft spots. The repair shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-8, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement and Payment for SOFT SPOT REPAIR work shall be per square yard as measured in the field and shall include all materials, labor, equipment and incidentals to do the work for:

SP-3.5 SOFT SPOT REPAIR.....SY

SP-4.1 CONCRETE SIDEWALK

This work shall consist of, but not limited to, the installation of concrete sidewalk. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-14, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, base rock, excavation, materials and equipment.

Measurement and Payment:

Concrete sidewalk shall be paid per square yard. Payment shall be as shown on the Contractor's Proposal and shall include base rock, excavation, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4.1 CONCRETE SIDEWALK.....SY

SP-4.2 CONCRETE CURB (TYPE A)

This work shall consist of, but not limited to, the installation of concrete curb. The installation be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-13, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Concrete curb shall be paid by the linear foot. Payment shall be as shown on the Contractor's Proposal and shall include excavation, base rock, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4.2 CONCRETE CURB (TYPE A) LF

SP-5.1 EROSION CONTROL

Inlet Protection:

This work consists of installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Silt Fence:

This work shall consist of constructing Silt Fence in accordance with the locations specified in the Plans.

The geotextile shall be attached to the posts and support system using staples, wire, or in accordance with the manufacturer's recommendations.

The geotextile shall be sewn together at the point of manufacture, or at a location approved by the Engineer, to form geotextile lengths as required. All sewn seams and overlaps shall be located at a support post.

Posts shall be either wood or steel. Wood posts shall have minimum dimensions of 1¼ by 1¼ inches and Steel posts shall have a minimum weight of 0.90 lbs/ft. The maximum post spacing shall be six (6) feet on center. The silt fence shall be toed into the ground a minimum of one (1) foot. Any deviations from these dimensions shall be approved by the Engineer prior to installation.

When sediment deposits reach approximately ⅓ the height of the silt fence, the deposits shall be removed and stabilized.

All construction shall be done in accordance with Specification ES-25 EROSION AND SEDIMENT CONTROL.

Stabilized Construction Entrance:

This work shall consist of constructing one (1) Stabilized Construction Entrance, at one end of the project. The Stabilized Construction Entrance is used to prevent vehicles and equipment from tracking mud or sediment material onto the paved public road.

The stabilized area shall consist of an erosion control geotextile fabric covered with a graded aggregate. The aggregate shall be of a size as to not be tracked from the stabilized area. All construction shall be done in accordance with Specification ES-25 EROSION AND SEDIMENT CONTROL.

Measurement and Payment

Measurement and payment for EROSION CONTROL shall be by lump sum as shown on the Contractor's Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-5.1 EROSION CONTROL.....LS

SP-5.2 TRAFFIC CONTROL

Temporary traffic Control

This item shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around

the project. Traffic control must conform to the requirements of ES-2 TRAFFIC CONTROL/R.O.W. USE PERMITS, the Manual on Uniform Traffic Control Devices (MUTCD) and these Specifications.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor shall provide a Traffic Control Plan prepared by a Traffic Control Supervisor maintaining access for side streets and driveways throughout the project except for necessary short term closures.

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to any paving operations.

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of certified flaggers must be provided for each movement of traffic. The Contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The Contractor must be prepared to provide unexpected signing if construction operations dictate the need. The Contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

Pedestrian traffic shall be restricted in the project area. The Contractor shall provide and place sidewalk closure and detour signage as necessary to adequately route pedestrian traffic around the site in a manner that minimizes “back-tracking” and additional walking distance. This shall be included in the traffic control plan and must be approved by the Engineer prior to beginning the work.

Public Communication / Notification and Access

City of Moscow will provide advance notification to all residents within the project limits approximately one to two months prior to start of the project. The Contractor will be responsible for notifying affected residents by flyer / door hangers or other approved method a minimum of 72 hours in advance of their work. The information shall be approved by the Engineer prior to use and shall include information such as: date(s) and time that their operation will be in progress; what residents should expect and the conditions for which they should be made aware of; a request that any irrigation or other items that cause the roadway to become saturated to be turned off; an on-site Field Supervisor’s contact name with mobile phone number; and to provide a knowledgeable person that can address special access needs during the construction work or to answer questions.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work.

In addition, the Contractor shall be responsible for notifying other agencies and services 72 hours in advance of their Work. These agencies and services are considered, but not limited to: Smart Transit, Whitcom, local school district (if applicable), U.S. Post Office, local fire department, local garbage service, etc.

If weather or other issues prevent the Contractor from performing the Work, they will reschedule the Work and provide additional Public Notification per the requirements listed within this section.

Measurement and Payment

Measurement and payment for TRAFFIC CONTROL shall be by lump sum as shown on the Contractor's Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-5.2 TRAFFIC CONTROL.....LS

SP-5.3 MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

The amounts to be allowed for mobilization in the partial payment to be made under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate providing that the contractor has initiated productive work on the project.

Measurement for MOBILIZATION shall be lump sum. Payment for this item shall be at the price shown on the Contractor's Proposal, according to the above guidelines, and shall include all materials, labor, equipment and incidentals to do the work for:

SP-5.3 MOBILIZATIONLS

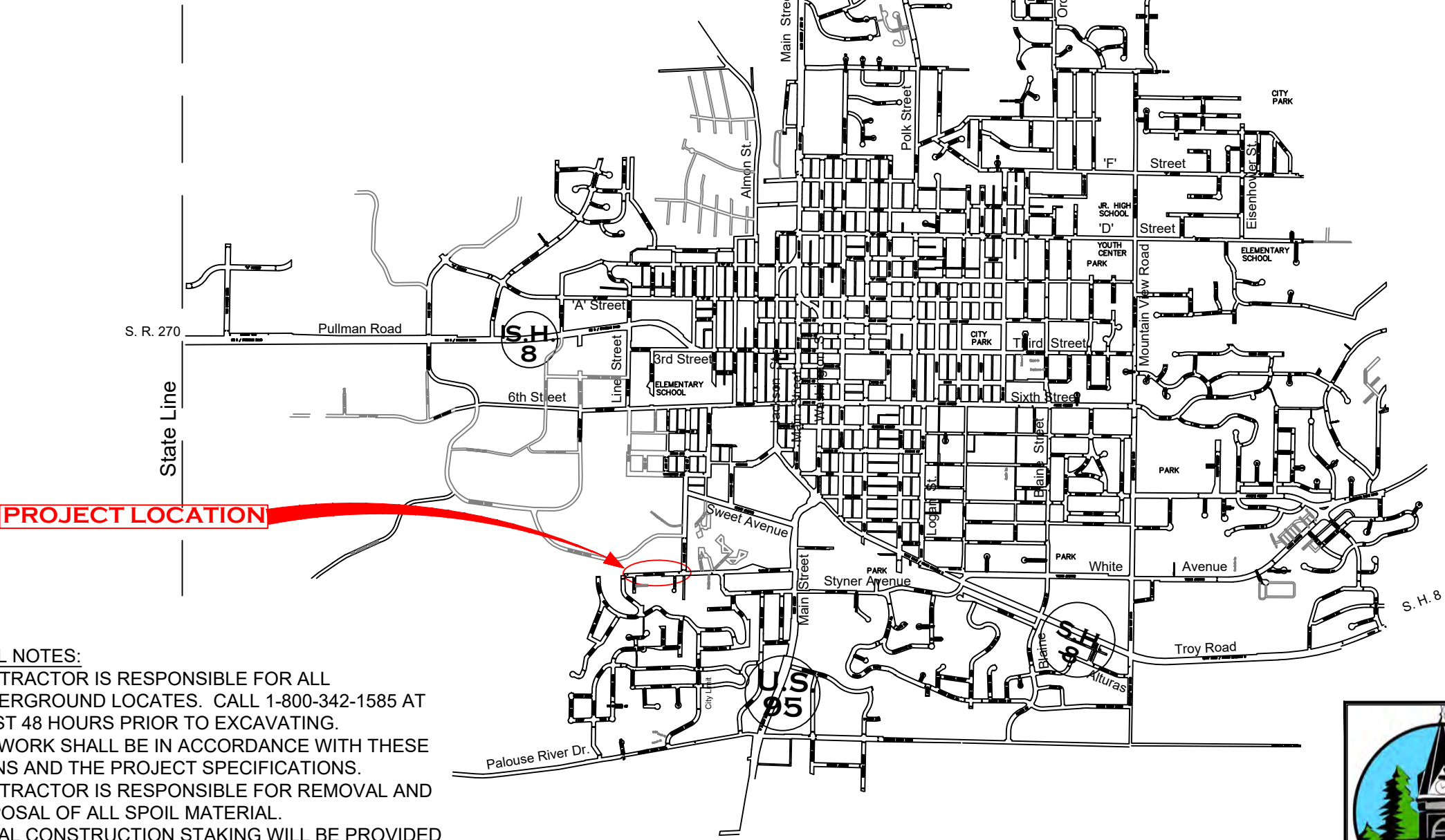
APPENDIX I

Construction Plans

INDEX TO SHEETS	
Sheet NO.	Description
1	COVER SHEET
2	WATER MAIN PLAN AND PROFILE (STA: 1+00 - 3+60)
3	WATER MAIN PLAN AND PROFILE (STA: 3+60 - 6+20)
4	WATER MAIN PLAN AND PROFILE (STA: 6+20 - 8+80)
5	WATER MAIN PLAN AND PROFILE (STA: 8+80 - 10+25)
6	STD DWG #1a LOCAL STREET SECTION
7	STD DWG #30 FIRE HYDRANT ASSEMBLY
8	STD DWG #31 WATER MAIN THRUST BLOCKING
9	STD DWG #33b BACKFILL-CLASS D
10	STD DWG #34 STREET/ALLEY CUT REPAIR
11	STD DWG #36 CONSTRUCTION ENTRANCE & INLET PROTECTION
12	LOCATING WIRE - WATER SYSTEM PLAN VIEW
13	LOCATING WIRE - WATER SYSTEM DETAIL
14	WATER SERVICE CONNECTION
15	2" PRESSURE RELIEF VALVE DETAIL

TAYLOR BOOSTER STATION LOOP & SUPPLY
LINE UPGRADE - 2021
PROJECT NO. 108-020

LEGEND	
	RIGHT OF WAY
	Silt Fence
	IRRIGATION CONTROL WIRE
	UNDERGROUND FIBER OPTIC
	UNDERGROUND POWER
	AERIAL POWER
	GAS LINE
	EXISTING WATER LINE
	EXISTING WATER SERVICE LINE
	EXISTING SANITARY SEWER
	EXISTING SEWER SERVICE
	EXISTING SEWER FORCE MAIN
	ABANDONED SANITARY SEWER
	ABANDONED SEWER SERVICE
	EXISTING STORM DRAIN
	EXISTING DRIVEWAY CULVERT
	NEW WATER MAIN
	NEW WATER SERVICE
	STORM DRAIN
	CURB & GUTTER / TYPE A CURB
	EDGE OF ASPHALT
	SAW CUT ASPHALT
	FUTURE CURB
	FUTURE EDGE OF SW
	CONCRETE REMOVAL/REPLACE
	ASPHALT REMOVAL & REBUILD
	THRUST BLOCK
	EXISTING WATER VALVE
	EXISTING SANITARY MANHOLE
	CATCH BASIN
	GATE VALVE
	AIR RELIEF VAULT
	FIRE HYDRANT
	WATER METER
	POWER POLE
	UTILITY PEDESTAL
	PRESSURE RELIEF VALVE



- GENERAL NOTES:
1. CONTRACTOR IS RESPONSIBLE FOR ALL UNDERGROUND LOCATES. CALL 1-800-342-1585 AT LEAST 48 HOURS PRIOR TO EXCAVATING.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
 3. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL SPOIL MATERIAL.
 4. INITIAL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CITY OF MOSCOW.
 5. LOCATIONS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE; CONTRACTOR TO FIELD VERIFY.

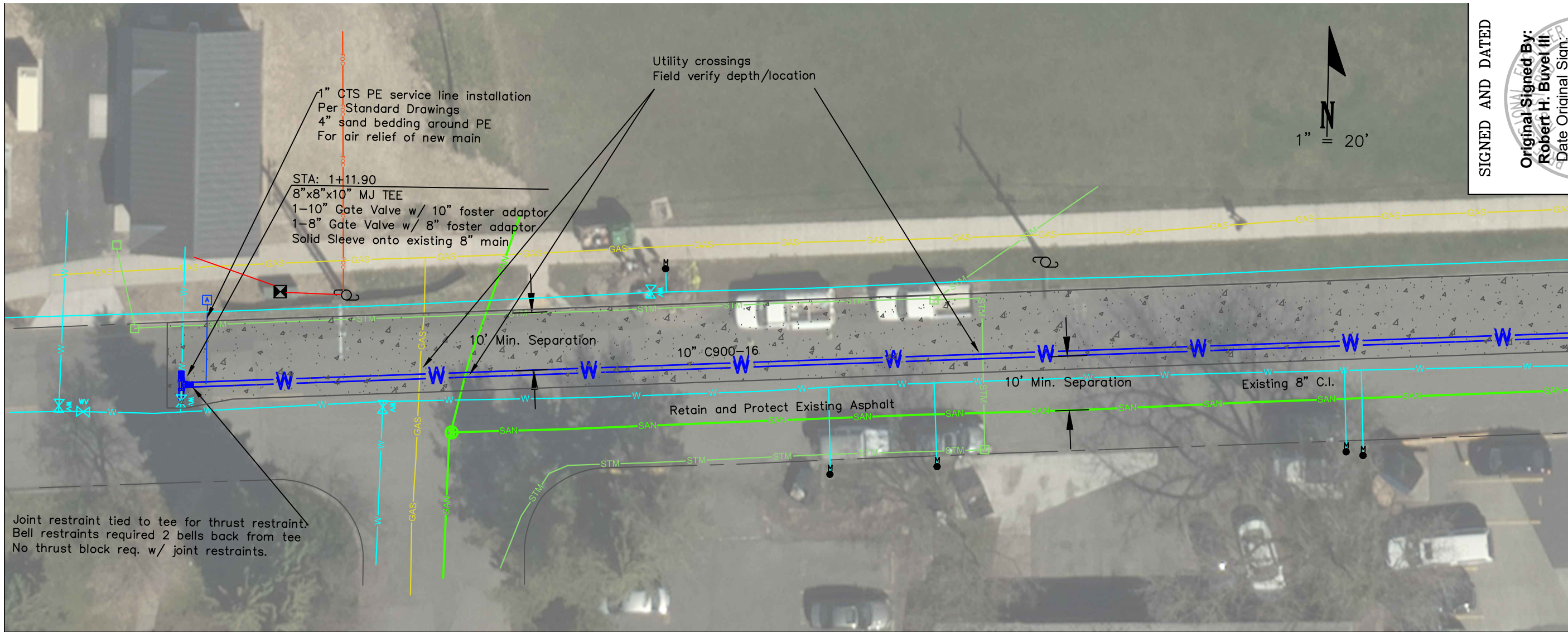


CITY OF MOSCOW
DEPARTMENT OF
PUBLIC WORKS

ENGINEERING
DEPARTMENT
221 E. 2ND STREET
(208) 883-7034

STAFF ENGINEER
BOB BUVEL

Original Signed By:
Robert H. Buvel III
Date Original Sign:
04/22/2021
On File With:
City of Moscow
Engineering Division

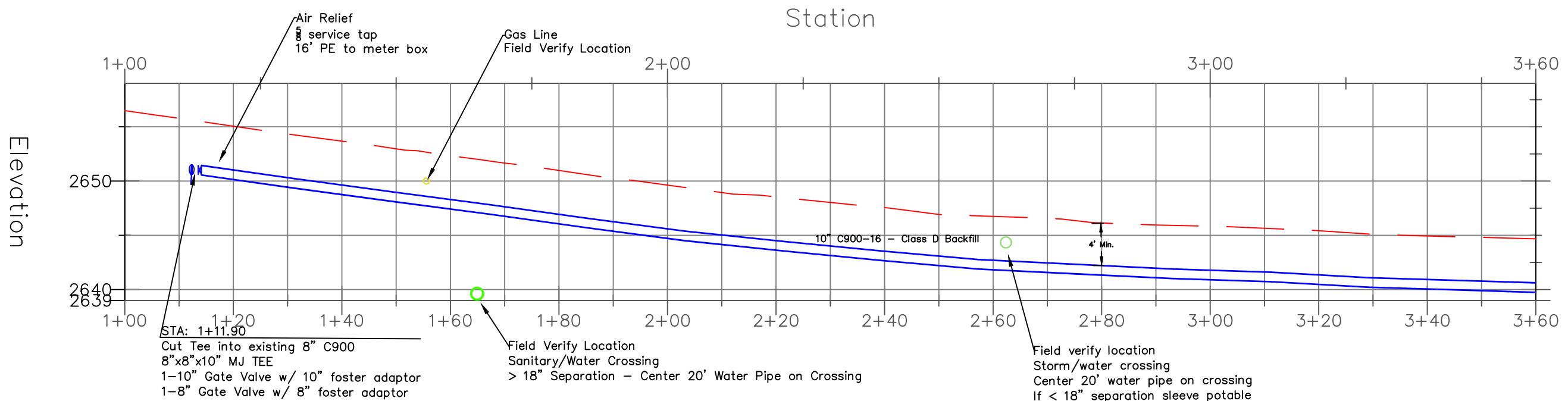


SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign:
04/22/2021
On File With:
City of Moscow
Engineering Division

CHK'D. BY:	
DRAWN BY:	KR
DATE:	3/21
Job No.:	108-020

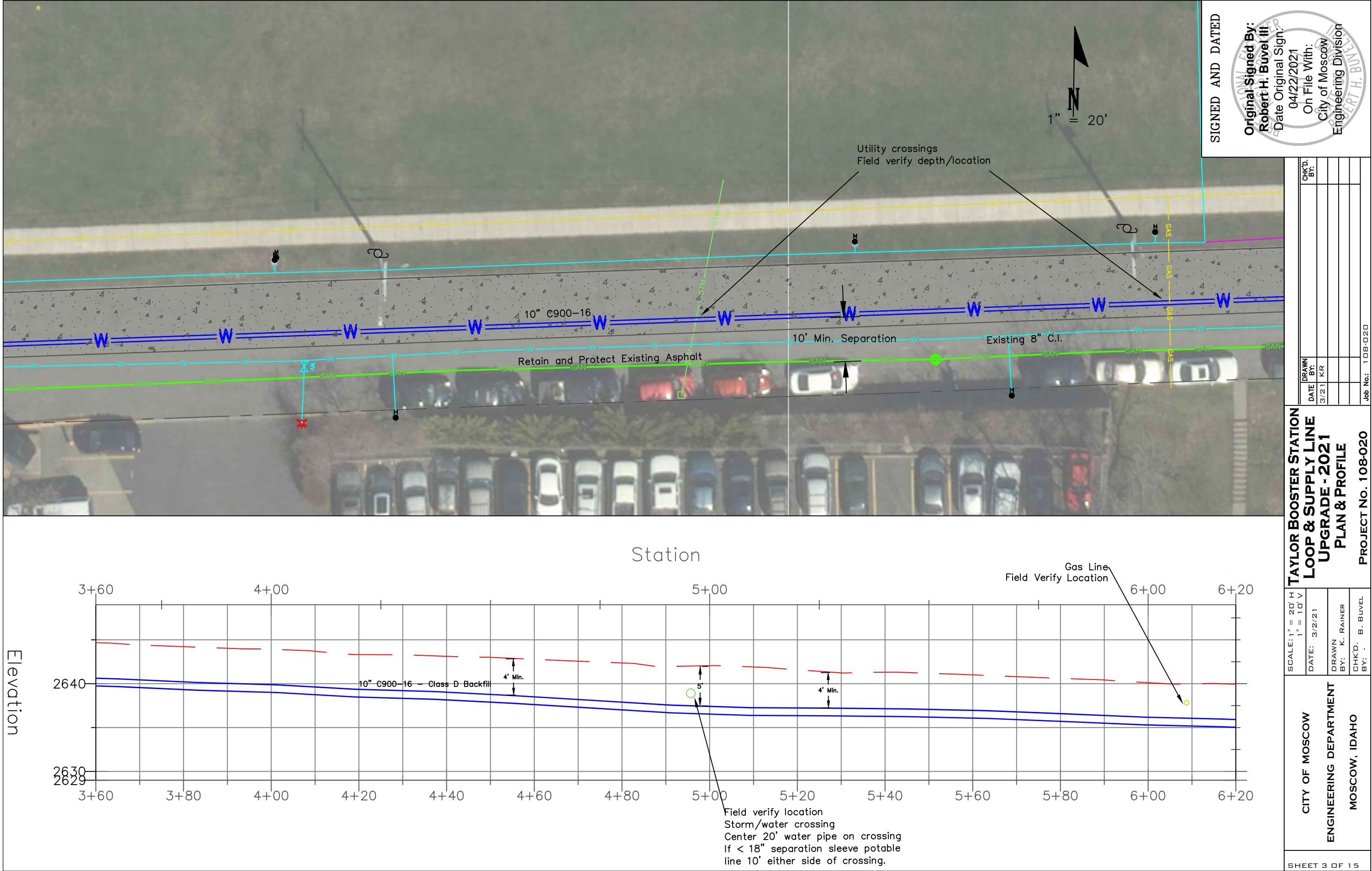
**TAYLOR BOOSTER STATION
LOOP & SUPPLY LINE
UPGRADE - 2021
PLAN & PROFILE**
PROJECT NO. 108-020

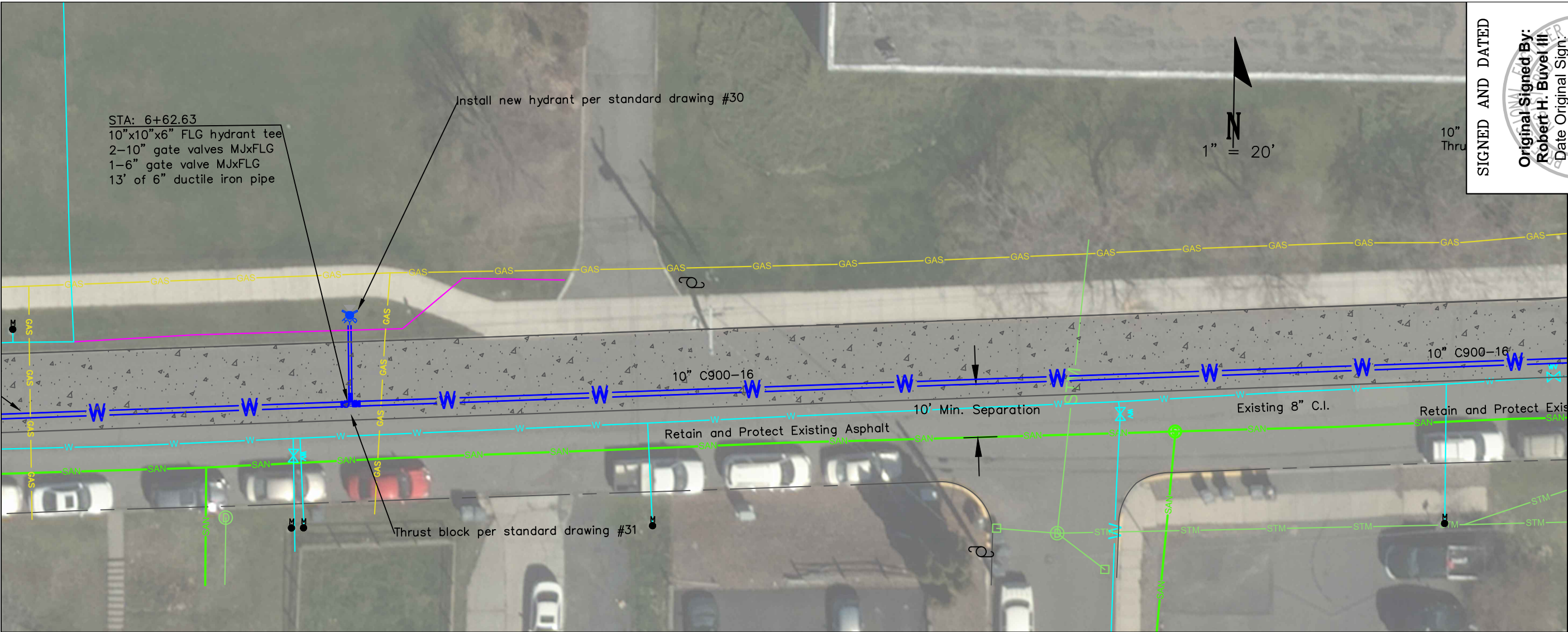


SCALE: 1" = 20' H 1" = 10' V	
DATE:	3/2/21
DRAWN BY:	K. RAINER
CHK'D. BY:	B. BUVEL

CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO

SHEET 2 OF 15

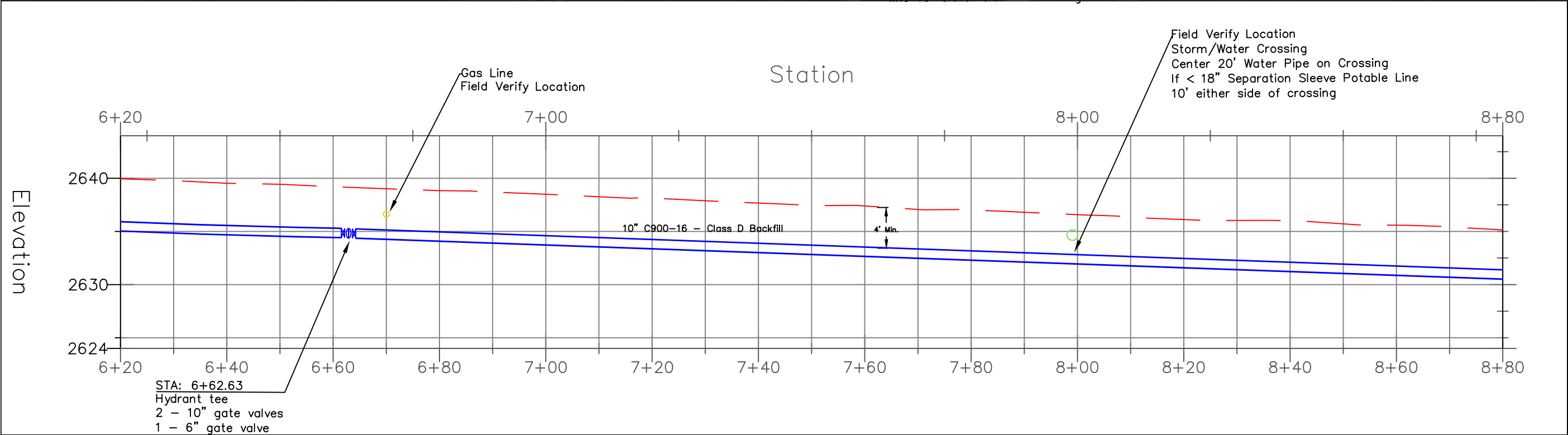




SIGNED AND DATED

Original Signed By:
Robert H. Buvel III
Date Original Sign:
04/22/2021
On File With:
City of Moscow
Engineering Division

CHK'D. BY:	
DRAWN BY:	
DATE:	3/21 KR
Job No.:	108-020

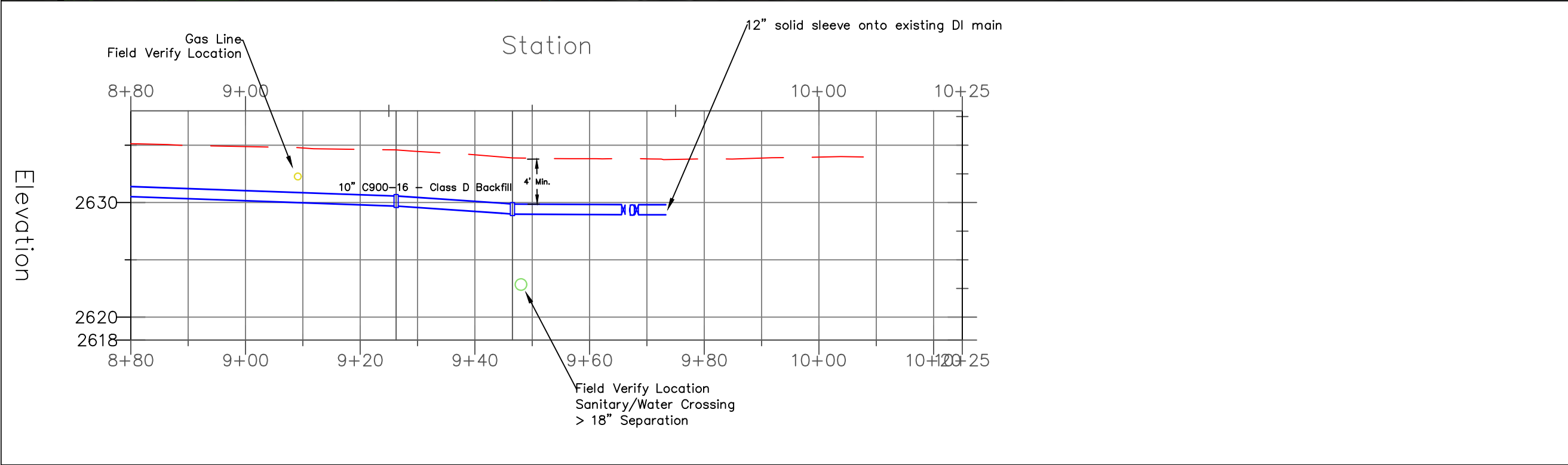
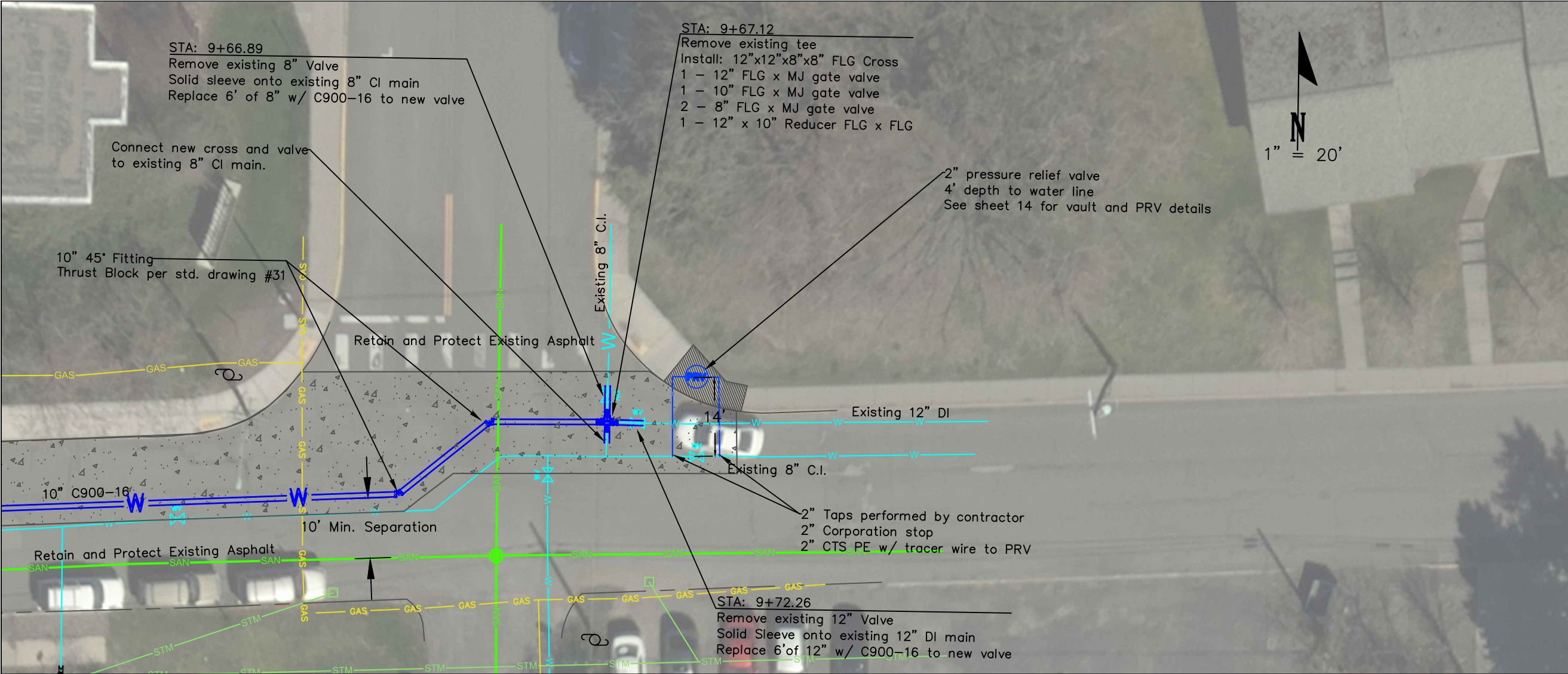


**TAYLOR BOOSTER STATION
LOOP & SUPPLY LINE
UPGRADE - 2021
PLAN & PROFILE**

SCALE: 1" = 20' H 1" = 10' V
DATE: 3/2/21
DRAWN BY: K. RAINER
CHK'D. BY: B. BUVEL

CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO

SHEET 4 OF 15



SIGNED AND DATED

Original Signed By:
Robert H. Buvel III

Date Original Sign:
04/22/2021

On File With:
City of Moscow
Engineering Division

CHK'D. BY:	
DRAWN BY:	
DATE:	3/21 KR
Job No.:	108-020

TAYLOR BOOSTER STATION
LOOP & SUPPLY LINE
UPGRADE - 2021
PLAN & PROFILE

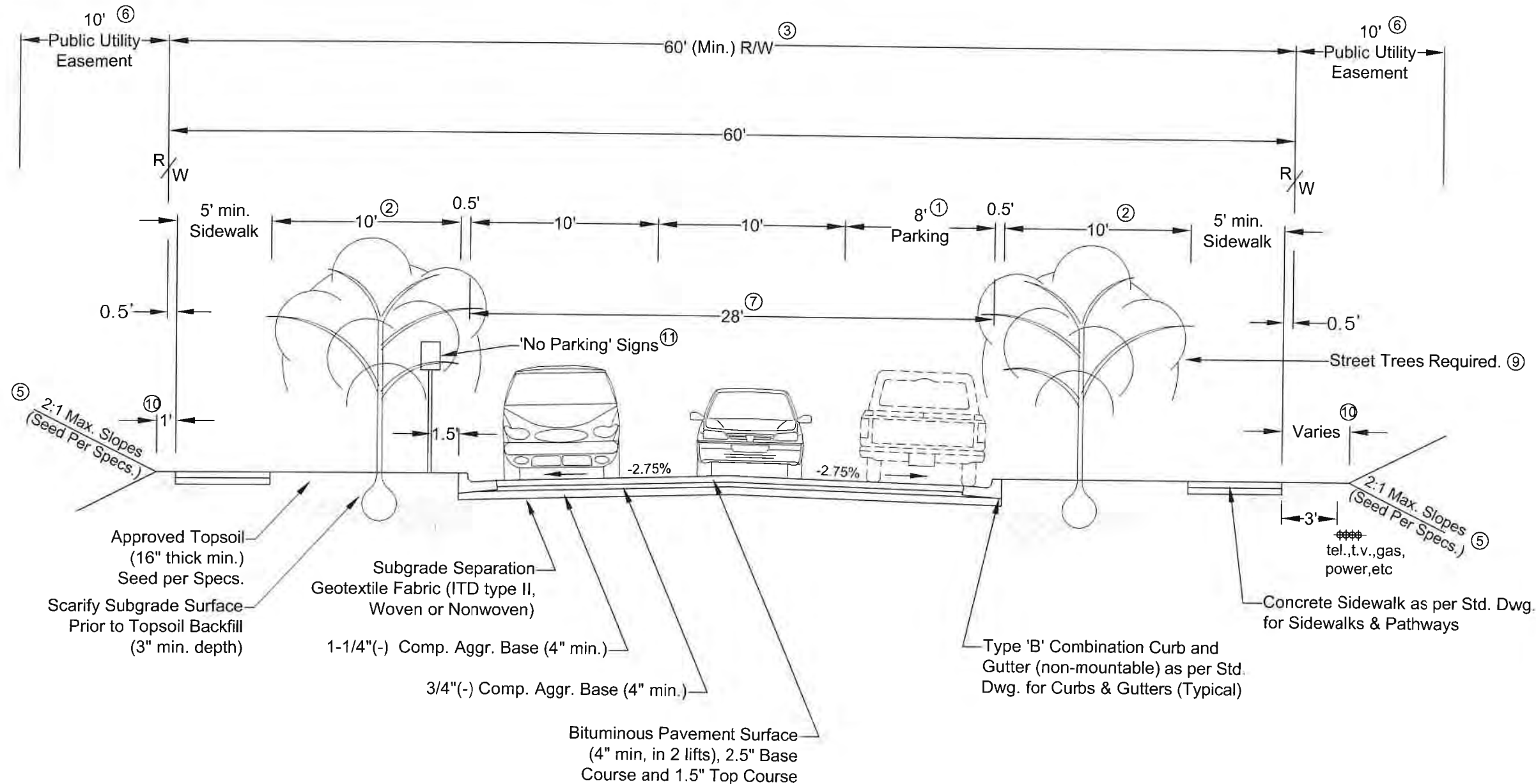
PROJECT NO. 108-020

SCALE: 1" = 20' H 1" = 10' V	DATE: 3/2/21
DRAWN BY: K. RAINER	
CHK'D. BY: B. BUVEL	

CITY OF MOSCOW

ENGINEERING DEPARTMENT

MOSCOW, IDAHO



Notes:

- This street section should be used as the minimum standard for all streets not classified as Collector or Arterial, or under conditions in which the Standard Drawing for Alternate Local Street (36' Street) is not used. Engineering plans for subdivisions must specify on which side of street parking will be allowed.
- The ten foot (10') wide green strip may be narrowed to a minimum width of five feet (5') in areas of excessive cuts and fills, as approved by City Engineer.
- Center streets in platted right-of-way, unless approved otherwise by the City Engineer. Additional right-of-way shall be required as necessary to accommodate topography, utilities, or other needs as determined by the City Engineer.
- Compact all subgrade and base aggregate to 95% of AASHTO T99 max. proctor density.
- Seed all roadside backfill and excavations as per Standard Specifications.
- Wider platted rights-of-way allow narrower easements, proportionately. Additional easement may be required as necessary.
- Maximum street centerline profile grade shall equal 10.0% or as approved by the City Engineer.
- Subgrade underdrain systems are required in inherently "wet" areas, as specified by the Engineer, see Standard Drawing for Subsurface Drainage.
- Tree selection and planting shall comply with the City's Arboricultural Standards and Specification Guide.
- This dimension shall be four feet (4') where standard franchise utility pedestals (excluding transformers) are to be located and shall be six feet (6') where pedestals and an AVISTA power transformer pad is required (see Standard Drawing for Franchise Utility Details).
- All signs to be furnished and installed by 'Developer.' Signs and installation to be in accordance with MUTCD.

REVISIONS	
DATE	DESCRIPTION
2-4-2021	Switched sheets 1a and 1b



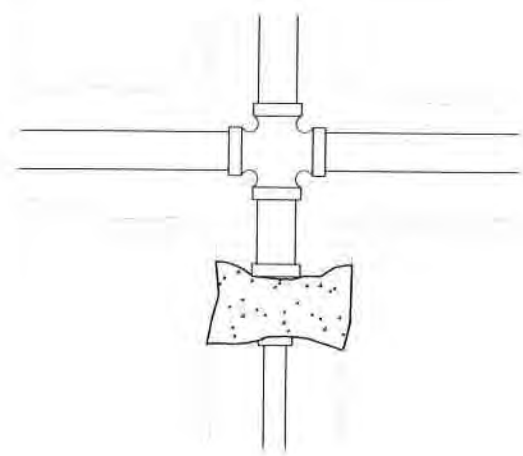
DRAFTED BY: C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 3-31-2014
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**Local Street
(28' Street)**

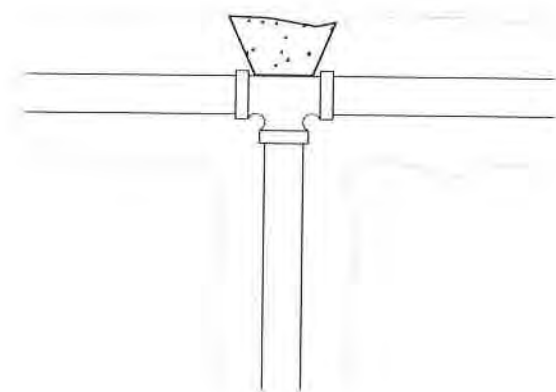
CITY OF MOSCOW
ENGINEERING DEPARTMENT

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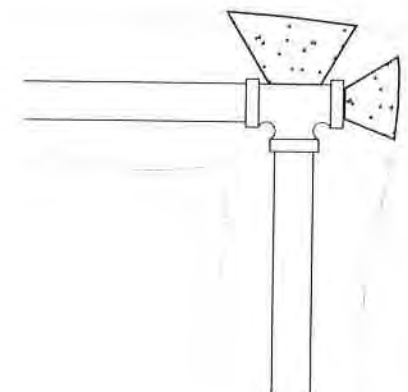
1a 136 of 151



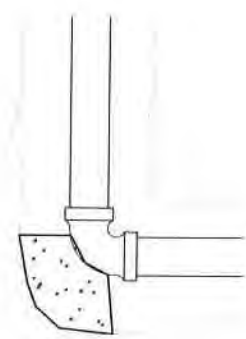
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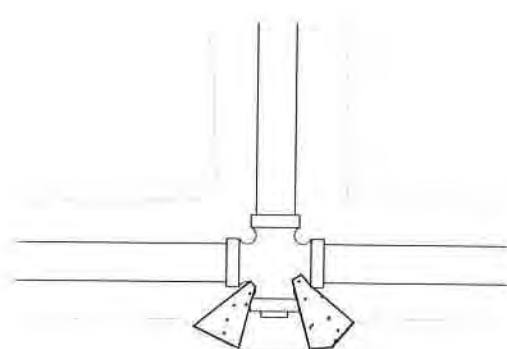
TEE



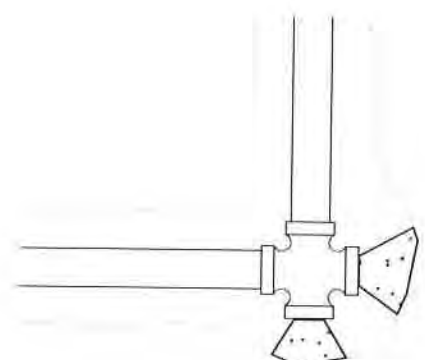
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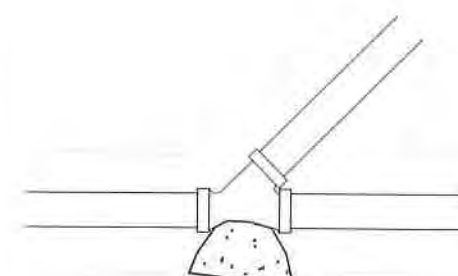
90° ELBOW



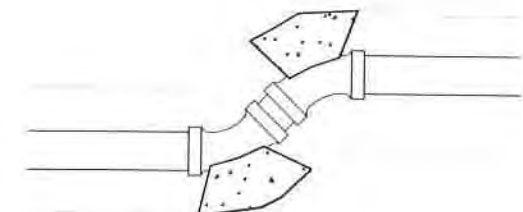
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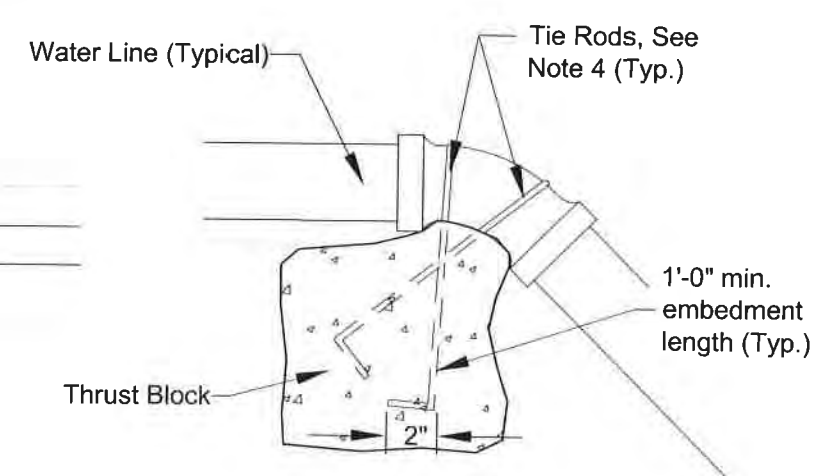
CROSS WITH 2 PLUGS



WYE



11-1/4°, 22-1/2°
OR 45° BENDS



VERTICAL DOWN BENDS

THRUST BLOCK SIZE

Size of Pipe	Horizontal Bends Sq. Feet of Bearing on Undisturbed Earth				Vertical Down Bends Cu.Yds.
	Tees & Deadends	90°	45°	22 1/4° 11 1/4°	
4"	2	3	1-1/2	1	1/2
6"	4	5-1/2	3	1-1/2	1/2
8"	7	9-1/2	5	2-1/2	1
10"	11	15	8-1/2	4	1-1/2
12"	15-1/2	22	12	6	2
16"	21	27	21	11	2-1/2

NOTES:

1. Thrust blocking for water mains shall be, as a minimum, the size indicated in the above Table.
2. Concrete shall be from a commercial source and be a minimum of 5-sack mix or ITD Class 22.
3. Concrete shall not be allowed in joints or in contact with pipes. Protect with plastic or paper sheeting prior to placing concrete.
4. Tie rods shall be 3/4" minimum diameter steel; coat tie rods with bituminous coating or approved equal. Hook (2" min.) all embedded ends.
5. The minimum distance between the fitting and excavated bank shall be three (3) pipe diameters.
6. Thrust blocks shall be cast against firm, undisturbed earth, as approved by the City Engineer.
7. Thrust blocks must be inspected by the City prior to backfill.
8. Thrust blocks for vertical up bends shall correspond to the requirements of horizontal bends.

REVISIONS

DATE DESCRIPTION

SIGNED AND DATED



DRAFTED BY:
RKC/KWK

CHECKED BY:
K.Lilly

DRAWING SCALE:
N.T.S.

DATE: 2-6-2012

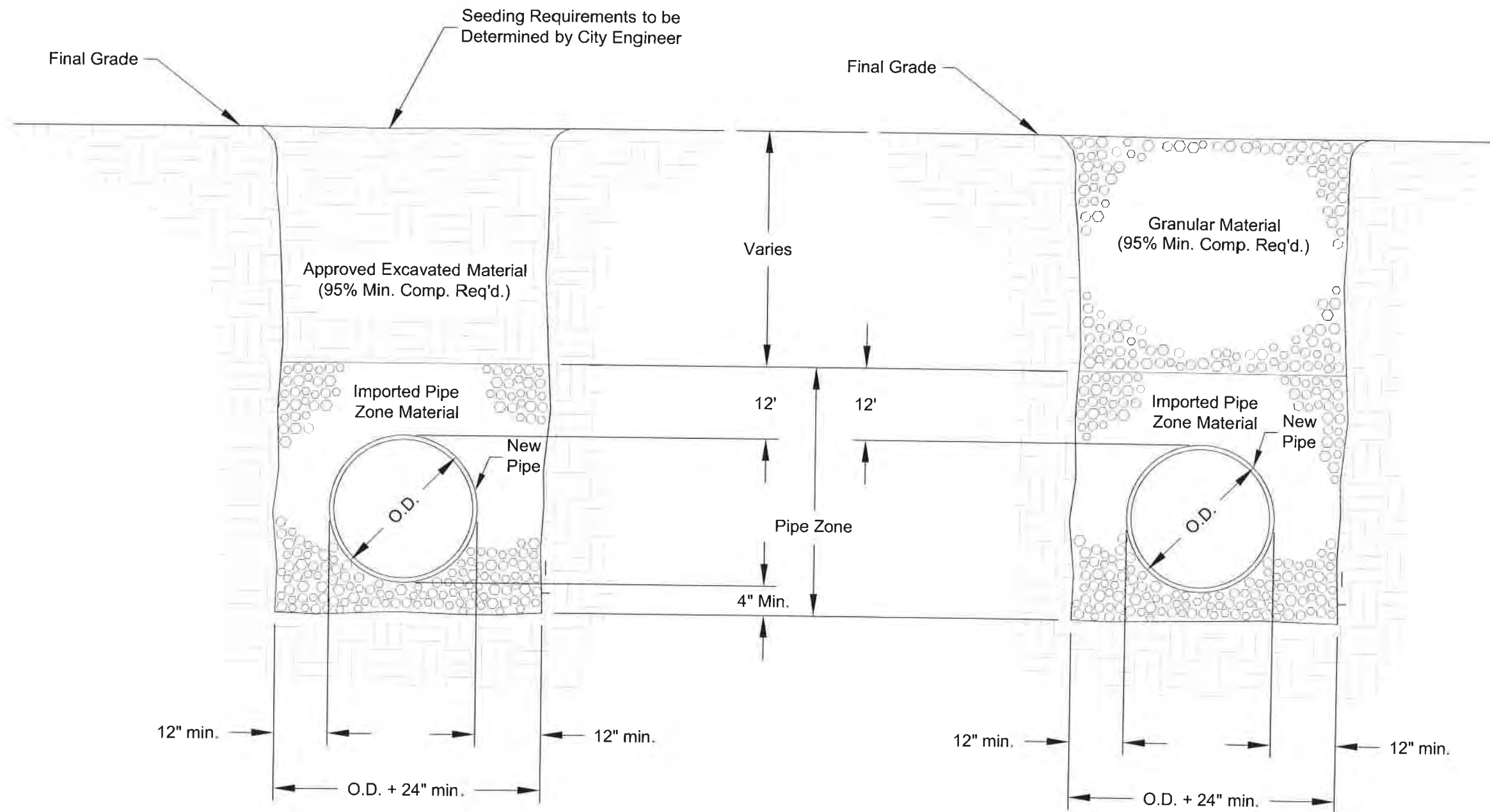
WATER MAIN
THRUST BLOCKING

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

31

138 of 151



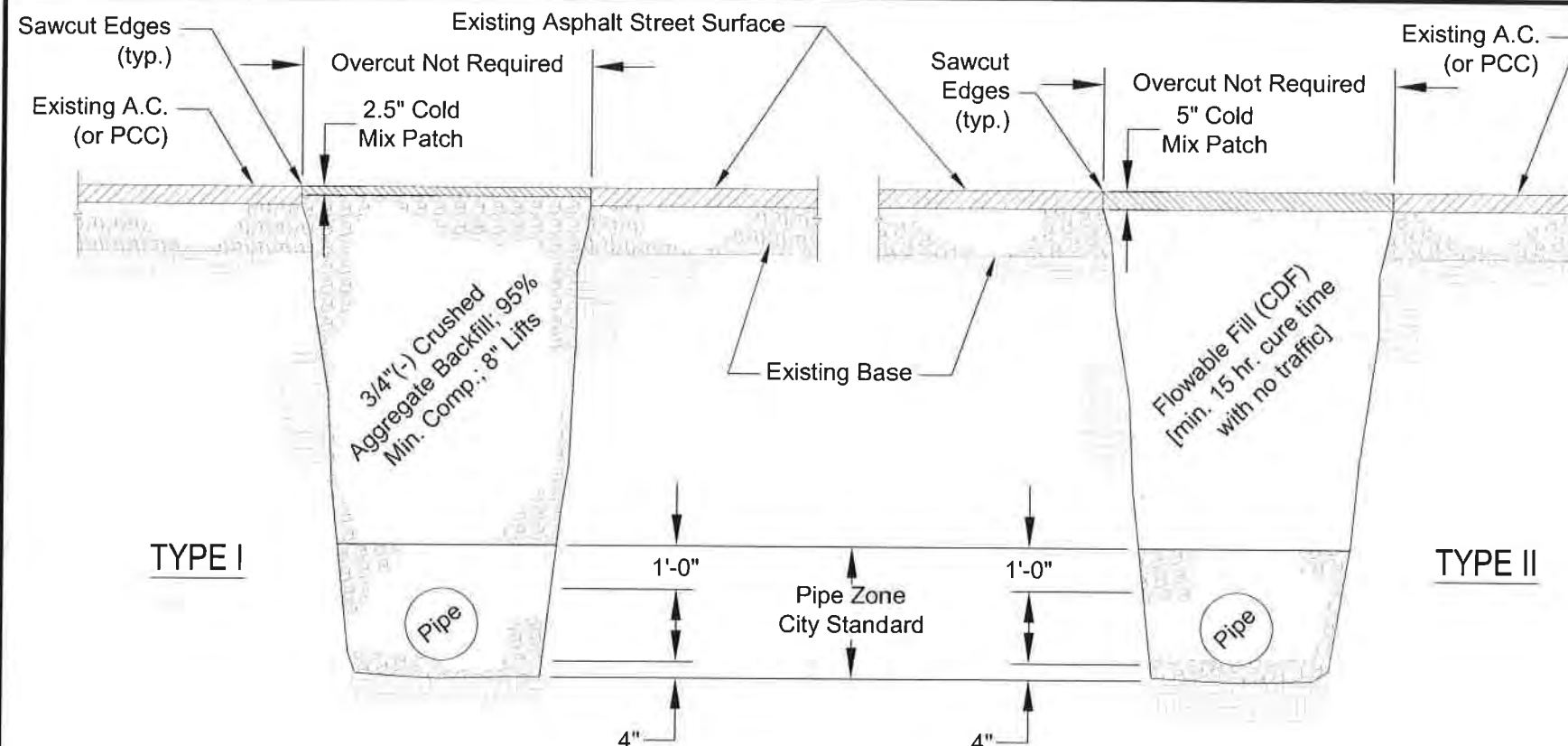
BACKFILL CLASS C
TYPICAL SECTION

BACKFILL CLASS D
TYPICAL SECTION

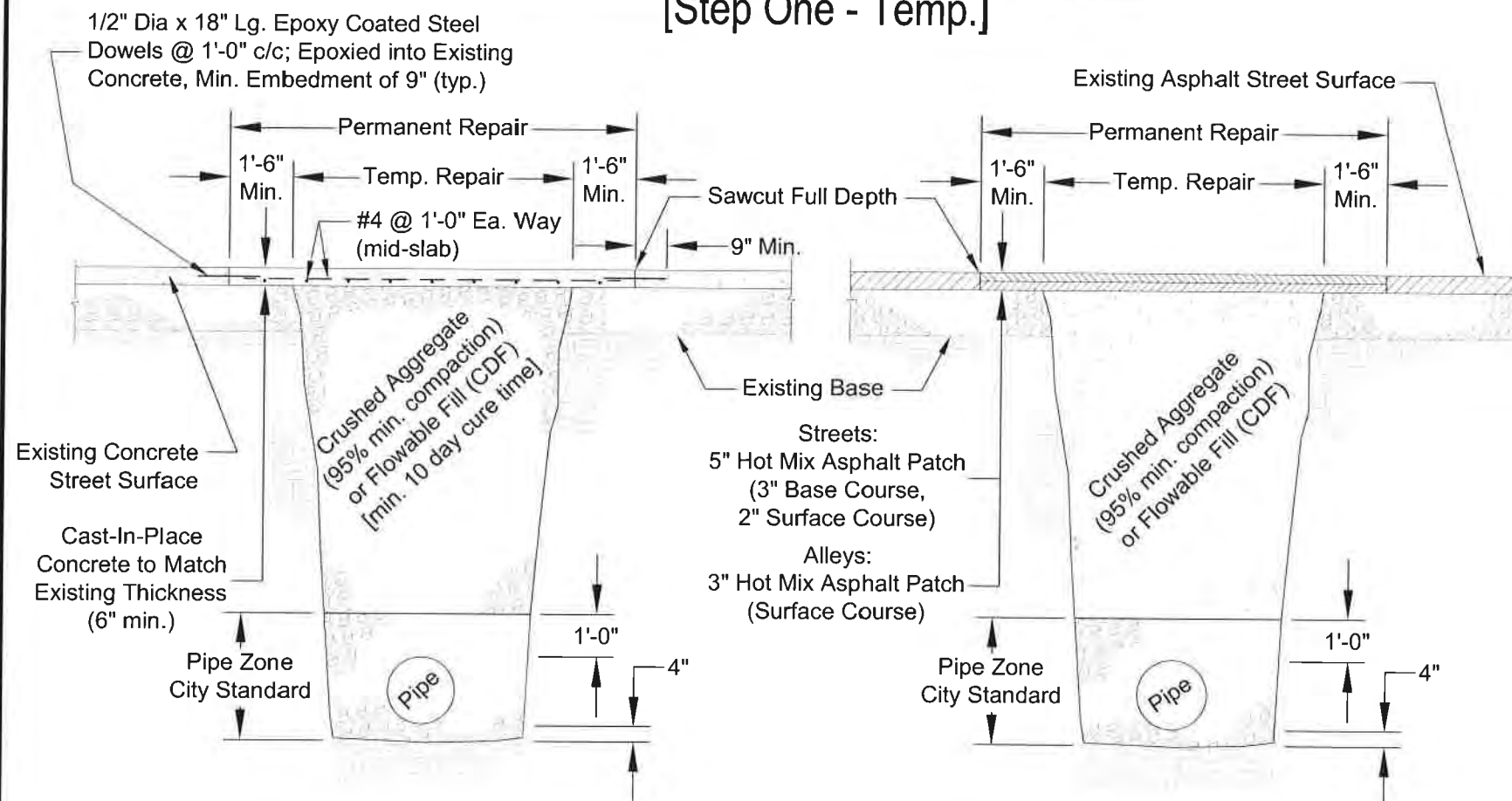
NOTES:

1. Class 'C' Backfill shall be used in areas where asphalt pavement, concrete curb, sidewalk, driveway, or gravel surfacing is not anticipated and where topsoil is not required.
2. Class 'D' Backfill is for areas where asphalt pavement, concrete, curb, sidewalk, or gravel surfacing is existing or anticipated.
3. Contractor shall comply with the most current OSHA requirements for excavations.
4. Backfill shall comply with the requirements of the City's Standard Construction Specifications.

REVISIONS		SIGNED AND DATED		DRAFTED BY:		CHECKED BY:		DRAWING SCALE:		DATE:	
DATE	DESCRIPTION			K. Kipp/C. Edwards		K. Lilly		NTS		3-5-2014	
				BACKFILL CLASS C & D CITY OF MOSCOW ENGINEERING DEPARTMENT							
DRAWING NUMBER:											
33b 139 of 151											



Temporary Street or Alley Cut Repair
[Step One - Temp.]



Concrete Cut Repair
[Step Two - Permanent]

Asphalt Cut Repair (Street or Alley)
[Step Two - Permanent]

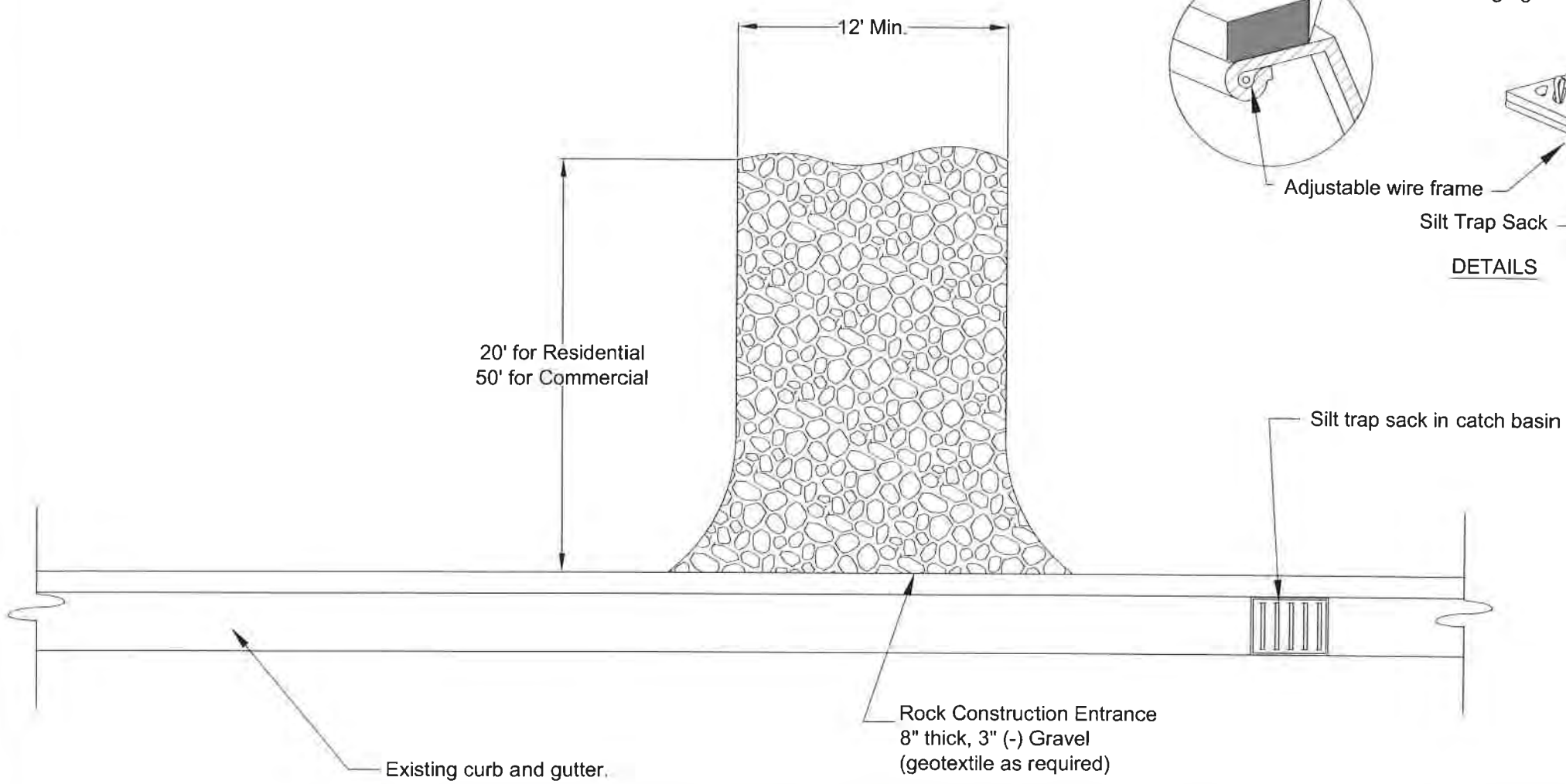
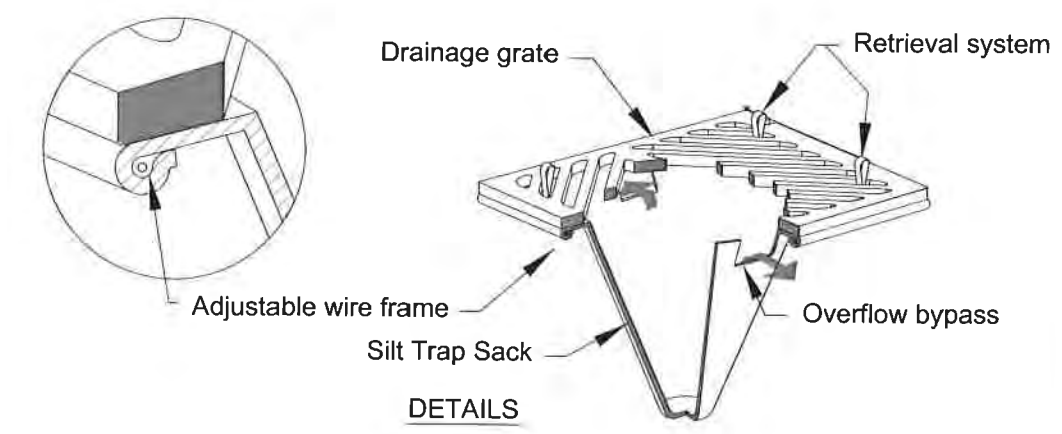
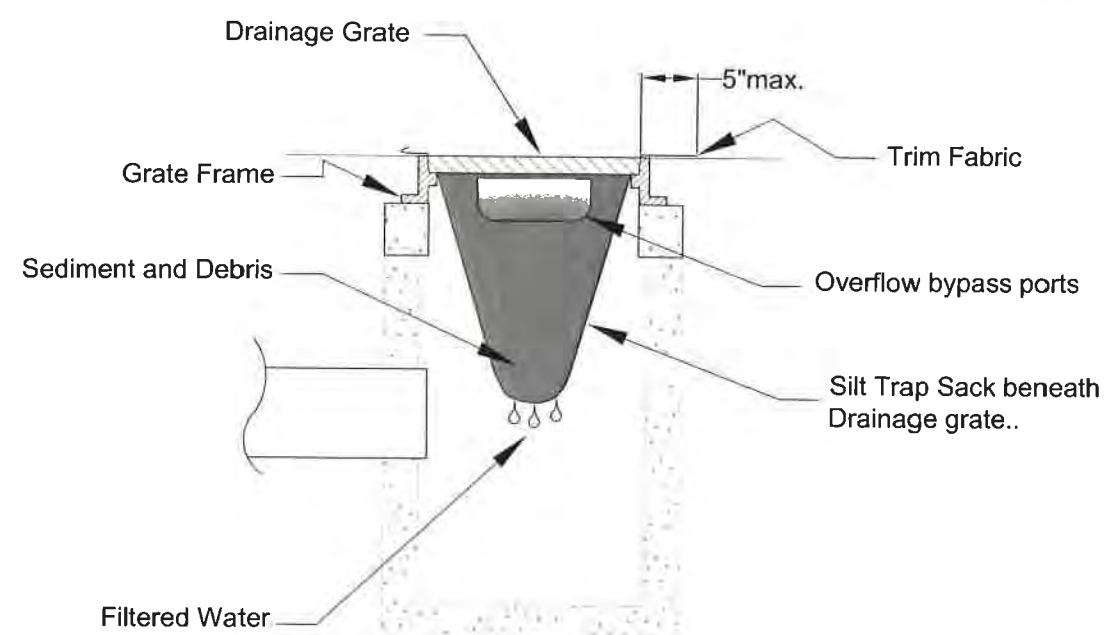
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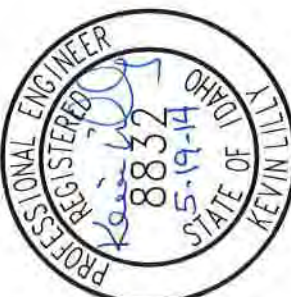
1. All excavations made within public right-of-way and easements require excavation permits from the City prior to commencing work. Street closure permits are required as applicable.
2. See City of Moscow Standard Construction Specifications for additional requirements regarding street and alley cut repair.
3. Prior to commencing, contractor shall furnish, install and maintain traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and as allowed and approved by the City Engineer.
4. Street cuts within Idaho Highway Right-of-Way require an Idaho Transportation Department (ITD) permit and are subject to ITD permit conditions (i.e. backfilling, surfacing requirements and traffic control).
5. The pavement removal required to perform the initial excavation shall be the width of the excavation opening and is not to include the removal of the pavement of the width required to construct the permanent patch. All pavement cuts shall be sawcut in neat, straight lines, as allowed and approved by the City. The limits of the pavement cut for the permanent patch shall be as described in the Standard Construction Specifications.
6. Moscow Public Works Department shall be notified prior to beginning backfilling operations. Noncompliance with this provision shall require re-excavation and witnessed compaction.
7. ALL STREET AND ALLEY CUTS IN EXISTING ASPHALT PAVEMENT SHALL BE BACKFILLED AND TEMPORARILY PATCHED AT THE END OF EACH DAY - unless specifically allowed otherwise by the City Engineer. Properly applied steel plates may be utilized in lieu of this requirement if allowed by the City.
8. Temporary street surfacing (cold mix asphalt or flowable fill) shall be placed (and maintained) uniformly smooth across the width and length of the patch and shall match the existing, adjoining street grade. The finished surface of the temporary patch shall be level with, or no greater than 0.25 inches above the adjacent roadway surface.
9. Temporary street surface repair maintenance is the responsibility of the contractor.
10. The contractor making the cut shall be responsible for any future settling of the street cut for a period of one year from the date that temporary patch is completed.

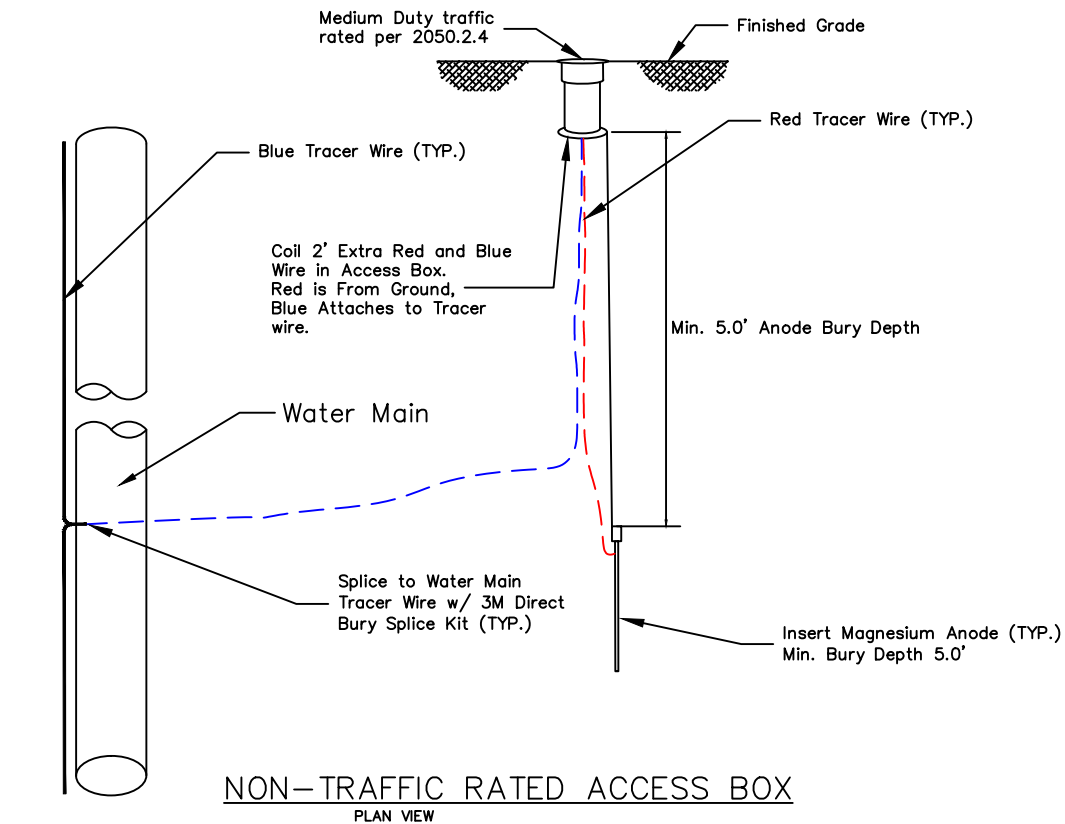
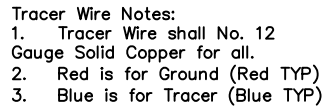
REVISIONS		SIGNED AND DATED	DRAFTED BY:	CHECKED BY:	DRAWING SCALE:	DATE:
DATE	DESCRIPTION					
			C. Edwards	K. Lilly	NTS	3-5-2014
STREET / ALLEY CUT REPAIR			CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:			34			

NOTES:

1. The size and shape of the silt trap sack to fit the storm structure it will service (rectangular or round).
2. The silt trap sack shall have a built-in high-flow relief system (overflow bypass).
3. The silt trap sack assembly must allow removal without spilling the collected material.
4. Empty silt trap sack and dispose of sediment and debris before the sack is half-full.
5. Ensure the silt trap sack assembly does not spill or fall into the storm structure. If sediment is spilled into the storm structure, remove the spilled material by suction hose or other approved method.
6. Construction entrances should be inspected regularly for signs of thinning areas where mud begins to show through. Add gravel periodically to maintain the integrity of the pad.

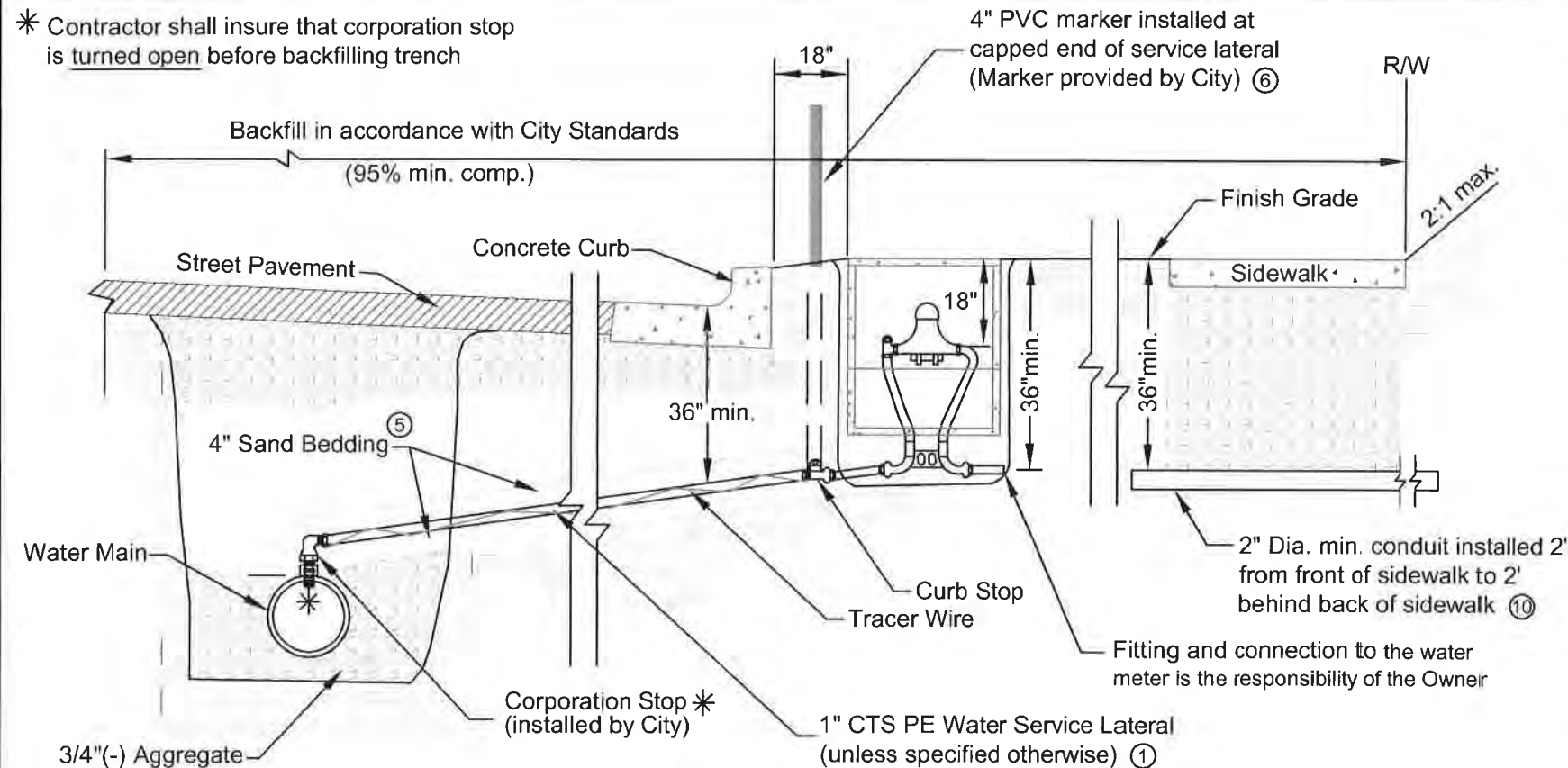


CONSTRUCTION ENTRANCE & INLET PROTECTION CITY OF MOSCOW ENGINEERING DEPARTMENT		DRAFTED BY: C. Edwards		SIGNED AND DATED 		REVISIONS	
		CHECKED BY: K. Lilly				DATE	DESCRIPTION
		DRAWING SCALE: NTS					
		DATE: 3-5-2014					
DRAWING NUMBER: 36							
141 of 151							

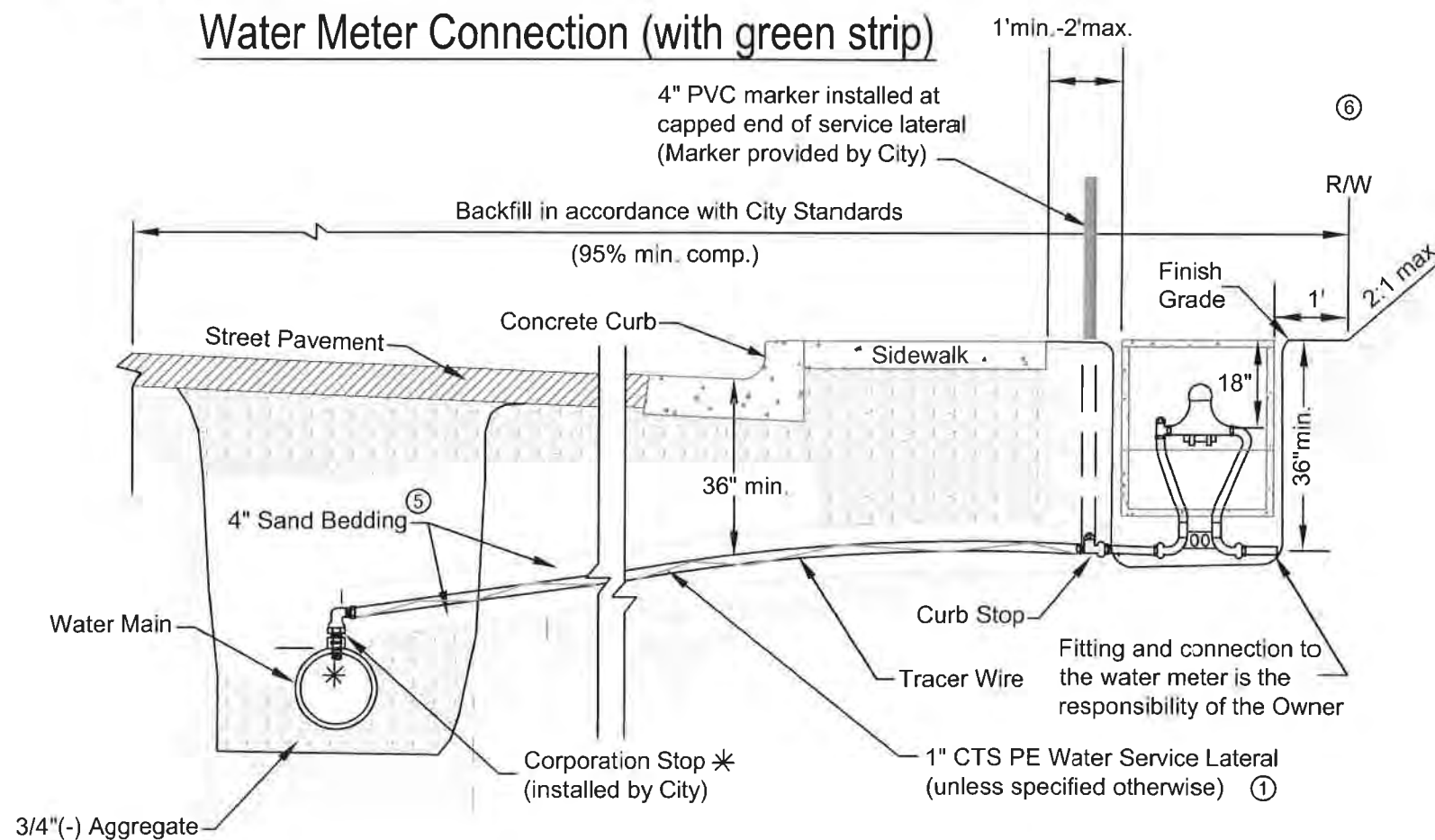


LOCATING WIRE WATER SYSTEM DETAIL CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: ENP	SIGNED AND DATED	REVISIONS	
	CHECKED BY:		DATE	DESCRIPTION
DRAWING SCALE: NTS				
DATE: 1-23-2019				
DRAWING NUMBER: MSD-2060.04				

* Contractor shall insure that corporation stop is turned open before backfilling trench



Water Meter Connection (with green strip)



Water Meter Connection (no green strip)

* Contractor shall insure that corporation stop is turned open before backfilling trench

NOTES:

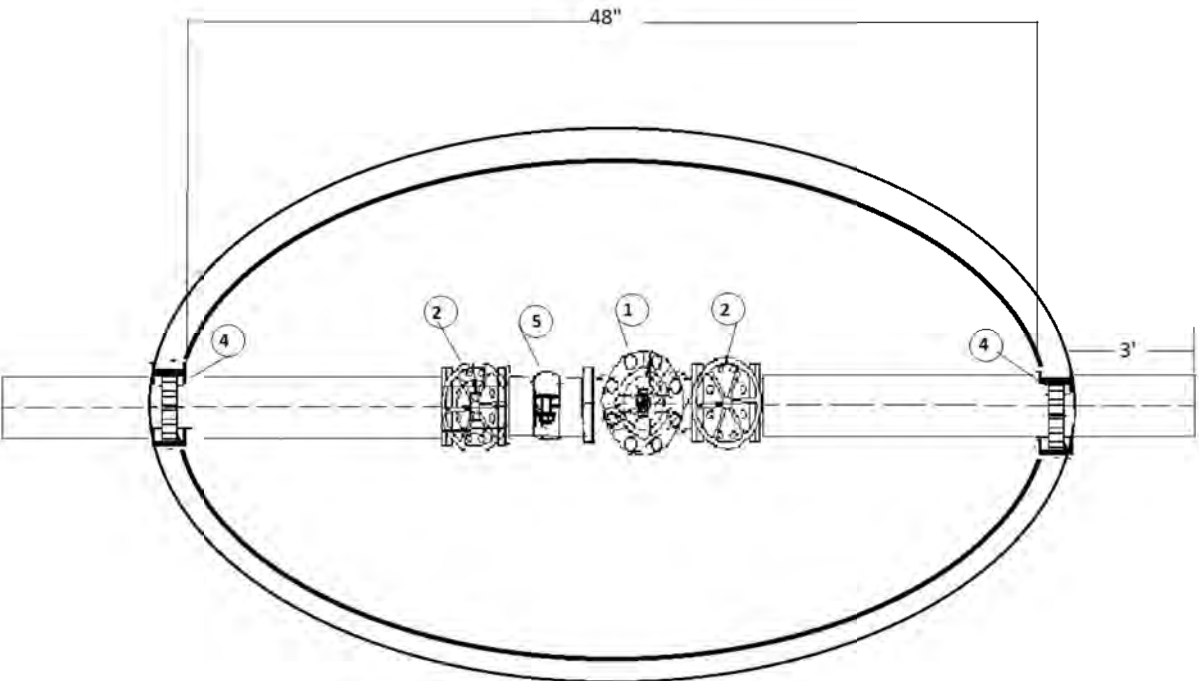
1. Pipe and fittings, from the water main to the curb stop, will be supplied by the City.
2. Water main shall be tapped by the City.
3. Trench bottom to be prepared, as required, for a firm bed.
If the water service line and sanitary or storm drain service lines, from the right-of-way to the house, are installed in the same trench, then all three of the following requirements shall be met:
 - a. The bottom of the water pipe, at all joints, shall be at least twelve inches (12") above the top of the sanitary or storm drain service lines.
 - b. The water pipe shall be placed on a solid shelf, excavated at one side of the common trench, with a minimum clear horizontal distance of at least twelve inches (12") from the sanitary or storm drain service line.
 - c. Where the sanitary or storm drain line crosses the water service line, the top of the sanitary or the storm drain line is a minimum of twelve inches (12") below the water service line.
4. The roadway subgrade shall be established prior to the installation of the water service laterals.
5. The water service lateral shall be bedded in sand or pea gravel from four inches (4") under the pipe to four inches (4") over the pipe.
6. After the installation of the water service lateral, a 4" PVC marker shall be placed at the capped end of the curb stop. The marker will be provided by the City. It shall be the responsibility of the Contractor to install, maintain, and protect the marker.
7. The capped curb stop shall be located eighteen inches (18") beyond the back of curb, if placed in the green strip, and one foot (1') minimum to two feet (2') maximum beyond the back of sidewalk, if sidewalk is installed next to the curb.
8. The capped curb stop shall be buried to a minimum depth of thirty six inches (36") from finished grade elevation.
9. The water service lateral and curb stop shall be installed perpendicular to either the curb or the sidewalk.
10. When water meter is located in the green strip, a two inch (2") minimum diameter conduit shall be installed extending two feet (2') from the front of the sidewalk to two feet (2') behind the back of sidewalk.
11. Pipe installation shall be inspected by the City before the trench is backfilled.
12. Owner to obtain the necessary permits from the Moscow Community Development Department and Public Works Department.
13. The Owner's work shall comply with the Uniform Plumbing Code (UPC).
14. All backfill under sidewalks shall be 3/4"(-) crushed aggregate (95% min. compaction).

WATER SERVICE CONNECTIONS	DRAFTED BY: KWK		SIGNED AND DATED 	REVISIONS	
	CHECKED BY: K. Lilly			DATE	DESCRIPTION
	DRAWING SCALE: NTS				
	DATE: 3-5-2014				
CITY OF MOSCOW ENGINEERING DEPARTMENT					
DRAWING NUMBER: 29					

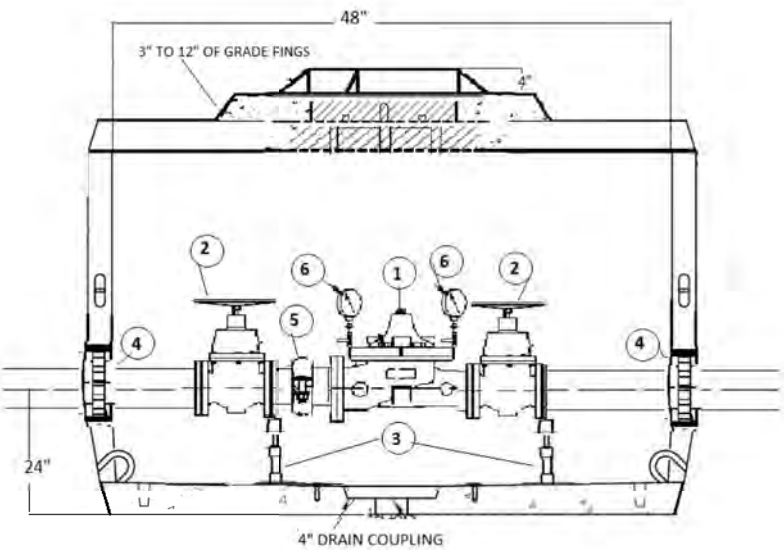
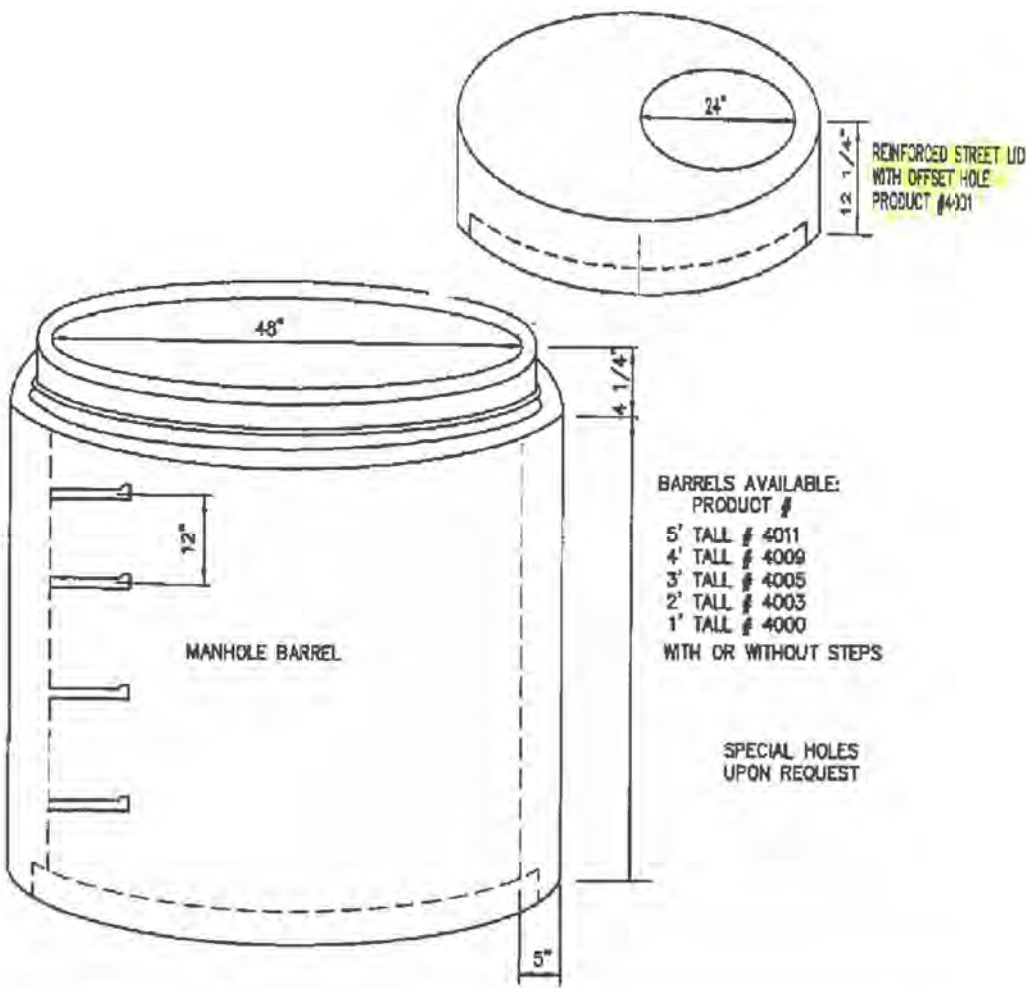
SHEET KEY NOTES

1.	1	2" WATTS MUSTANG M116-G-01YB DISST.TRIM 150 FLG EPOXY COATED WITH SIGHT INDICATOR. PSI RELIEF VALVE
2.	2	2" NRS C515 NSF-61 R/S GATE VALVE
3.	2	GALV. PIPE STANDS
4.	2	LINK SEAL FOR 4" K/O
5.	1	2" GROOVED COUPLING
6.	2	0-200 PSI GAUGES WITH ISOLATION VALVES

NOTES:
1. ALL PIPING AND EQUIPMENT SUPPLIED BY
PRESTIGE WORLDWIDE TECHNOLOGIES
2. VAULT SUPPLIER WILL SUPPLY AN INDIVIDUAL
WITH AT LEAST 10 YRS EXP. WITH CONTROL VALVE
EQUIPMENT START-UP AND TROUBLESHOOTING.
3. VAULT SUPPLIER TO PROVIDE 3 COPIES OF O & M
MANUALS
4. VAULT SHOWN INCLUDES ALL EQUIPMENT
REQUIRED FOR A FULLY FUNCTIONING PRV STATION
THIS INCLUDES DELIVERY TO SITE.
5. INSTALLER WILL COORDINATE WITH
SUPPLIER DELIVERY. INSTALLER MUST PROVIDE ALL
EXCAVATION AND FINAL CONNECTIONS
6. DISINFECTION, FINAL GRADE AND ANY CONNECTIONS
OUTSIDE OF THE VAULT ARE THE INSTALLERS RESPONSIBILITY.



PLAN: ASSEMBLED METER VAULT



TITLE: 2" PSI RELIEF VALVE

PROJECT: CITY OF MOSCOW

Prestige Worldwide Technologies
P.O. Box 1404
Rathdrum, ID 83858 208-691-7430
E-mail: marty@prestigewwt.com
Web: prestigewwt.com 145 of 151

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 2-22-2022

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for TAYLOR BOOSTER STATION LOOP & SUPPLY LINE UPGRADE - 2022, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, 504 South Washington Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

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

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Works Contractor's License Number PWC-C 12040-U-1-2-3
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a. <u>Henco Asphalt Paving Inc</u>	<u>paving</u>	<u>PWC-C 10067-B-4</u>	<u>40556⁰⁰</u>
b. <u>Knox Concrete LLC</u>	<u>Concrete</u>	<u>PWC-C 16917-B-4</u>	<u>1600⁰⁰</u>
c. _____	_____	_____	_____
d. _____	_____	_____	_____
e. _____	_____	_____	_____

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for "TAYLOR BOOSTER STATION LOOP & SUPPLY LINE UPGRADE-2022" as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BASE BID

Bid Item No.	Item	Base Bid			
	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	Removals				
SP1.1	Remove and Dispose of Bituminous Surface	1475	SY	8 ⁰⁰	11800 ⁰⁰
SP1.2	Remove and Dispose of Concrete Sidewalk	9	SY	44 ⁰⁰	396 ⁰⁰
SP1.3	Remove and Dispose of Concrete Curb	10	LF	40 ⁰⁰	400 ⁰⁰
SP1.4	Excavation	289	CY	24 ⁰⁰	6936 ⁰⁰
2	Water				
SP2.1	10-Inch C900-16 Water Pipe (Class D Backfill)	854	LF	89 ⁰⁰	76006 ⁰⁰
SP2.2	8-Inch C900-16 Water Pipe (Class D Backfill)	10	LF	138 ⁰⁰	1380 ⁰⁰
SP2.3	6-Inch Ductile Iron Water Pipe (Class D Backfill)	16	LF	120 ⁰⁰	1920 ⁰⁰
SP2.4	12-Inch C900-16 Water Pipe (Class D Backfill)	6	LF	308 ⁰⁰	1848 ⁰⁰
SP2.5	10-Inch Gate Valve	4	EA	3489 ⁰⁰	13956 ⁰⁰
SP2.6	12-Inch Gate Valve	1	EA	4010 ⁰⁰	4010 ⁰⁰
SP2.7	8-Inch Gate Valve	3	EA	2345 ⁰⁰	7035 ⁰⁰
SP2.8	Hydrant w/ Tee and 6-Inch Gate Valve	1	EA	8000 ⁰⁰	8000 ⁰⁰
SP2.9	Connect to Existing Main	5	EA	2640 ⁰⁰	13200 ⁰⁰
SP2.10	1-Inch CTS PE Service Line (Class D Backfill)	15	LF	125 ⁰⁰	1875 ⁰⁰
SP2.11	2" Pressure Relief Valve (Class D Backfill)	1	EA	27700 ⁰⁰	27700 ⁰⁰
3	Roadway				
SP3.1	1/2" Superpave HMA Pavement (4")	336	TON	136 ⁰⁰	45696 ⁰⁰
SP3.2	3/4" (-) Crushed Rock Base (4")	353	TON	24 ⁰⁰	8472 ⁰⁰
SP3.3	1-1/4" (-) Crushed Rock Base (4")	303	TON	27 ⁰⁰	8181 ⁰⁰
SP3.4	Subgrade Separation Geotextile	1475	S.Y.	6 ⁰⁰	8850 ⁰⁰
SP3.5	Soft Spot Repair	360	S.Y.	51 ⁰⁰	18360 ⁰⁰
4	Concrete				
SP4.1	Concrete Sidewalk	5	SY	2052 ⁰⁰	1026 ⁰⁰
SP4.2	Concrete Curb (Type A)	10	LF	77 ⁰⁰	770 ⁰⁰
5	MISC				
SP5.1	Erosion Control	1	LS	3500 ⁰⁰	3500 ⁰⁰
SP5.2	Traffic Control	1	LS	20000 ⁰⁰	20000 ⁰⁰
SP5.3	Mobilization	1	LS	24500 ⁰⁰	24500 ⁰⁰
Base Bid Total					315817 ⁰⁰

M L Albright & Sons Inc
Firm Name of Bidder

[Signature]
Signature of Bidder

President
Official Title

PO Box 603
Lewiston ID 83501
Bidders Mailing Address

PWC-C
12040-U-1-2-3
Public Works License No.

Idaho
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Lewiston Idaho

This 22nd day of February, 2022

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

M.L. Albright & Sons, Inc.
P.O. Box 603
Lewiston, Idaho 83501

SURETY:

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:

City of Moscow, Idaho
504 South Washington Street
Moscow, ID 83843

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

PROJECT:

Taylor Booster Station Loop & Supply Line Upgrade - 2022

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

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

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

Signed and sealed this 22nd day of February, 2022

Sharon Albright
(Witness)

Robert Doralson
(Witness)

M.L. Albright & Sons, Inc.
(Principal) (Seal)

[Signature]
(Title) President

Nationwide Mutual Insurance Company
(Surety) (Seal)

[Signature]
(Title) Kirsten Jordan, Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
CHARLES E HUDON; JACQUELINE F HERNANDEZ; JODI CLAYTON; KIMBERLEY A FALL; KIRSTEN JORDAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

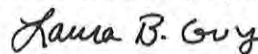


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 22nd day of February, 2022.



Assistant Secretary

BDJ 1(08-21)00

CITY COUNCIL STAFF REPORT

DATE: Monday, March 7, 2022



AGENDA ITEM TITLE

Lot Line Adjustment: 1604 and 1704 East D Street - Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

REVIEWED BY

Public Works and Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, Jon Staniewski, is requesting a lot line adjustment between three properties located at 1604 and 1704 East D Street. The purpose of this adjustment request is to facilitate the separation of two single family dwellings from the pasture field that exists on the property which is currently within a conservation easement. The parcels that currently contain the two single family dwellings are zoned Farm, Ranch, and Outdoor Recreation (FR). The applicant has concurrently applied for a rezone of the subject property from the FR Zone to the Moderate Density Single Family Residential (R-2) Zone. The Planning and Zoning Commission conducted a public hearing and recommended approval of the rezone application on January 26, 2022. In the Moderate Density Single Family Residential (R-2) Zone, the minimum lot size is 7,000 sf and the minimum lot width is 60 feet. All proposed lots meet the minimum lot size and width requirements of the R-2 Zone and the two single family dwellings meet all setback requirements. The rezone proposal has been scheduled for a public hearing at the upcoming March 7, 2022 City Council meeting. This was reviewed and approved by the Public Works and Finance Committee on February 28, 2022, with the condition that the proposed rezone be approved by City Council.

STAFF RECOMMENDATION

Approve the lot line adjustment with the condition that the proposed rezone be approved by City Council.

PROPOSED ACTIONS

ACTION: Approve the lot line adjustment request with the condition that the proposed rezone be approved by City Council.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials.1
2. Exhibit - Existing.
3. Exhibit - Proposed

William C. Kirsch (Retired)
*Paul L. Clark**

KIRSCH & CLARK

A PROFESSIONAL
 COMPANY
 ATTORNEYS AT LAW
 309 E. SECOND STREET
 P.O. BOX 9384
 MOSCOW, IDAHO 83843

Phone: 208/882-3598
Fax: 208/882-2283

February 9, 2022

Mayor Art Bettge
 City Council
 City of Moscow
 PO Box 9203
 Moscow, ID 83843



RE: Fosberg Manor, LLC Rezone and Lot division

Honorable Art Bettge and Honorable Members of the Moscow City Council:

I represent Fosberg Manor, LLC. Fosberg Manor was formed by three grandchildren of Maynard and Margaret Fosberg. When Maynard and Margaret died, they left their Moscow Real Property to these three grandchildren. The LLC was created to facilitate management of the property. The property is on the East side of Mountain View Road, with parcels on the north and south side of East D Street.

The application for Rezone and Lot Division concerns only the parcel that lies north of D Street and East of Mountain View. Currently, this property is divided into three parcels. Two of the parcels have single family homes surrounded by hay field. The bulk of the property is held in a Conservation Easement. The two house lots were excluded from the Conservation Easement.

The Conservation Easement restricts development on the property to preserve its current use for agriculture and greenspace. Fosberg Manor, LLC wants to sell the house on the corner of D Street and Mountain View. It has been a rental property for decades. To sell the house, the lot must be rezoned and divided from the surrounding hay field. Fosberg Manor, LLC also wants to rezone and divide the other house lot from the surrounding hay field.

The Conservation Easement will continue to preserve the agricultural nature of the area. The two houses will be zoned R2 and be maintained as single family residences. At a future time, a request will be made to rezone the hay field part of the property which is covered by the Conservation Easement from R2 to FR.

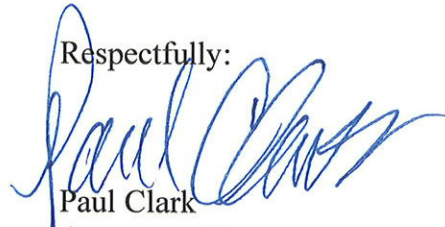
Fosberg Manor, LLC has no intention to change the use of the parcels or to develop the property. The Conservation Easement restricts development of the hay field and the two house lots will be zoned R2 and too small for more dense development.

*Licensed in Idaho and Washington

As the two houses have been occupied for years and will continue to be occupied, there is no additional burden on city services.

The result of the Rezone and lot division will be to allow Fosberg Manor, LLC to sell one house.

Respectfully:



Paul Clark
Attorney at Law

Enclosure

Cc: Drew Staniewski, Fosberg Manor, LLC

520005

T 39 N, R 5 W, S 9

LEGAL DESCRIPTIONS

PARCEL 1

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

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
Thence N 45°11'09" E, 42.22 feet to a point at the intersection of the North right-of-way of D Street and the East right-of-way of Mountain View Road, said point being the POINT OF BEGINNING;
Thence continuing along said East right-of-way N 00°14'32" E, 132.13 feet;
Thence leaving said East right-of-way S 89°12'14" E, 93.74 feet;
Thence S 00°14'32" W, 132.13 feet to a point along said North right-of-way;
Thence continuing along said North right-of-way N 89°12'14" W, 93.74 feet to the POINT OF BEGINNING.

Containing 0.25 acres, more or less.

PARCEL 2

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

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
Thence N 45°11'09" E, 42.22 feet to a point at the intersection of the North right-of-way of D Street and the East right-of-way of Mountain View Road;
Thence continuing along said North right-of-way S 89°12'14" E, 268.24 feet to the POINT OF BEGINNING;
Thence leaving said North right-of-way N 00°14'32" E, 124.08 feet;
Thence S 89°12'14" E, 93.58 feet;
Thence S 00°14'32" W, 124.08 feet to a point along said North right-of-way;
Thence continuing along said North right-of-way N 89°12'14" W, 93.58 feet to the POINT OF BEGINNING.

Containing 0.27 acres, more or less.

SCHUMACHER'S ADDITION

LOT 10

LOT 9

LOT 8

SUBJECT PARCEL
5.20 acres +/-WD Inst. No. 415056
WD Inst. No. 293508
OCD Inst. No. 275506
OCD Inst. No. 275506

MOUNTAIN VIEW ROAD

E STREET

BRADLEY & CARLEEN
HORMANN
WD 266943DEBORAH SHREY BELL
WD 463899HUNTER S. SNEVELY
WD 494155

VALHALLA ADDITION

RECORD OF SURVEY

A Division of Land Located in
Lots 8, 9 & 10 of Schumacher's Addition
Section 9, T39N, R5W, Boise Meridian
City of Moscow
Latah County, Idaho



0 50 100
ORIGINAL SCALE: 1" = 50 FEET
CADD FILE: Postberg.dwg

LEGEND

- Set 5/8" x 30" Long Rebar w/cap 15 10162
- Found Property Corner as Described
- Calculated Position - Nothing Found or Set
- ✚ Found Section or 1/4 Section Corner
- ✚ Found Sectional Subdivision Corner
- (M) Measured
- (R) Record
- Subject Property Boundary Line
- Existing Schumacher's Addition Lot Line
- Centerline
- Right of Way Line
- Tail Deed #2505 Boundary Line

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found West 1/4 and the Center 1/4 Corners of Section 9, said bearing being S 89°12'14" E.

SURVEY REFERENCES

- 1) OCD, Inst. No. 275506
- 2) OCD, Inst. No. 275506
- 3) WD, Inst. No. 293508
- 4) WD, Inst. No. 415056
- 5) ROS, Inst. No. 447352
- 6) Valhalla Addition to City of Moscow, Inst. No. 260545
- 7) Schumacher's Addition, Book 3 of Maps, Page 9

SURVEYORS CERTIFICATION

This map correctly represents a survey made by me or under my direction in accordance with the Survey Recording Act and at the request of Maynard Postberg in December, 2007.



John L. Durr - Idaho Professional Land Surveyor



RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

SHEET
1
OF
1

100 South Broadway, Suite 300 • Boise, Idaho 83725 • 208-343-5000 • www.rimrockinc.com

RECEIVED

AUG 17 2021

City of Moscow

DATE	STATE	COUNTY	PROJECT	DRAWN BY
DECEMBER, 2007	ID	LATAH	FOISBERG	ECB

520005

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH

RECORDED AT THE REQUEST OF *Maynard Postberg*
AT 3:51 PM THIS 11th DAY OF *Aug* 2021

RECORDER *S. Petersen*

DEPUTY



EXISTING PARCEL BOUNDRIES

Parcel #1
1.2 Acres

Parcel # 2
1604 East D Street
1.6 Acres

Parcel #3
1704 East D Street
1.87 Acres

D Street

T 39 N, R 5 W, S 9

LEGAL DESCRIPTIONS

PARCEL 1
A parcel of land located in the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
thence N 45°31'00" E, 42.22 feet to a point at the intersection of the north right-of-way of D Street and the East right-of-way of Mountain View Road, said point being the **POINT OF BEGINNING**;
thence continuing along said East right-of-way N 00°14'32" E, 132.13 feet;
thence leaving said East right-of-way S 89°12'14" E, 93.74 feet;
thence S 00°14'32" W, 132.13 feet to a point along said North right-of-way;
thence continuing along said North right-of-way N 89°12'14" W, 93.74 feet to the **POINT OF BEGINNING**.

Containing 0.25 acres, more or less.

PARCEL 2
A parcel of land located in the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
thence N 45°31'00" E, 42.22 feet to a point at the intersection of a North right-of-way of D Street and the East right-of-way of Mountain View Road;
thence continuing along said North right-of-way S 89°12'14" E, 93.58 feet to the **POINT OF BEGINNING**;
thence leaving said North right-of-way N 00°14'32" E, 124.08 feet;
thence S 89°12'14" E, 93.58 feet;
thence S 00°14'32" W, 124.08 feet to a point along said North right-of-way;
thence continuing along said North right-of-way N 89°12'14" W, 93.58 feet to the **POINT OF BEGINNING**.

Containing 0.27 acres, more or less.

RECORD OF SURVEY

A Division of Land Located in
lots 8, 9 & 10 of Schumacher's Addition
Section 9, T39N, R5W, Boise Meridian
City of Moscow
Latah County, Idaho



ORIGINAL SCALE: 1" = 30 FEET
GDD FILE: P000000000

LEGEND

- Set 5/8" x 30" Long Rebar at cap 13 10 162
- Found Property Corner as Described
- Calculated Position - Nothing Found or Set
- ✦ Found Section or 1/4 Section Corner
- ✦ Found Sectional Subdivision Corner
- (M) Measured
- (R) Record
- Subject Property Boundary Line
- Existing Schumacher's Addition Lot Line
- Centerline
- Right of Way Line
- Tax Deed #2505 Boundary Line

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System West Zone, NAD 83, as shown in section the found West 1/4 and 3/4 Center 1/4 Corners of Section 9, said bearing being S 89°12'14"

SURVEY REFERENCES

- 1) GCD, Inst. No. 275505
- 2) GCD, Inst. No. 275506
- 3) WD, Inst. No. 293508
- 4) WD, Inst. No. 415056
- 5) ROS, Inst. No. 447352
- 6) Valhalla Addition to City of Moscow, Inst. No. 260648
- 7) Schumacher's Addition, Book 3 of Maps, Page 9

SURVEYORS CERTIFICATION

The above property, as described, was surveyed by me or under my direct supervision and the accuracy of the same is certified to be correct.

MOU MOUNTAIN VIEW RD

HARDING ST

DST

CITY COUNCIL STAFF REPORT

DATE: Monday, March 7, 2022



AGENDA ITEM TITLE

Lot Line Adjustment: 617 and 623 East D Street - Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

REVIEWED BY

Public Works and Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicants, Christie and Richard Wegner and Maureen Marten, are requesting a lot line adjustment between two properties located at 617 and 623 East D Street. The proposed adjustment would reduce the lot addressed as 623 East D Street from 10,350 sf to 10,212 sf and expand the lot addressed 617 East D Street from 8,100 sf to 8,238 sf. The applicants are requesting the adjustment in order to accommodate an existing fence and water meter that have been installed over the adjoining property line. Both houses are existing and are located within the Medium Density, Residential Zoning District (R-3). Within the R-3 Zoning District, lots with single-family dwellings require a minimum area of 6,000 sf and a minimum lot width of 60 feet. The proposed adjustment meets both of these standards and both houses will meet all setback requirements. This was reviewed and approved by the Public Works and Finance Committee on February 28, 2022.

STAFF RECOMMENDATION

Approve the lot line adjustment request with no conditions.

PROPOSED ACTIONS

ACTION: Approve the lot line adjustment request with no conditions.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials.1
2. Exhibit

W + R + M**Westberg Roepke Moore**

An Idaho Professional Limited Liability Company

Aaron D. Roepke: aroepke@wrn-law.com
 Cody R. Moore: cmoore@wrn-law.com
 Erin E. Tomlin: etomlin@wrn-law.com

Attorneys and Counselors at Law
 Admitted in Idaho and Washington
 530 South Asbury St., #2
 Moscow, ID 83843
 Phone: (208) 883-1520
 Fax: (208) 883-1521

January 19, 2022

Aimee Hennrich
 City of Moscow
 Community Planning & Design
 Engineering Division
 504 S. Washington Street
 Moscow, ID 83843



Re: Lot Line Adjustment between 623 East D Street (Marten Property)
 and 617 East D Street (Wegner Property)

Dear Ms Hennrich:

This office represents Christie and Richard Wegner, who reside at 617 East D Street, Moscow, Idaho 83843. This letter is intended to describe the desire of the Wegners and their neighbor Maureen Marten¹ who resides at 623 East D Street, Moscow, Idaho 83843, to request the City approve a small lot line adjustment between the two properties.

Ms. Marten and the Wegners executed a recordable *Settlement & Boundary Line Agreement* dated December 1, 2021. By the terms of this Agreement, the parties agreed that Marten would deed to Wegners the western most twelve (12) inches of her property to conform to the use of the property as it is today and eliminate any encroachments unto the Marten property. A copy of the *Settlement & Boundary Line Agreement* and an unsigned quitclaim deed are enclosed with this letter.

Also enclosed herewith is a record of survey dated August 31, 2016 and recorded in Latah County as Instrument No. 580953 showing the two properties. I've highlighted the area where the proposed lot line adjustment is to take place.

Based upon the foregoing, I request on behalf of the Wegners that your office begin the process for approval of this lot line adjustment. I have enclosed a check for \$241.00 (\$210.00 for lot line adjustment application fee and \$15.50 for each affected lot).

Please contact me should you need further information and I'll provide it as soon as possible.

Sincerely,

WESTBERG ROEPKE MOORE, PLLC


 Cody R. Moore

CRM/lw
 cc: clients
 Enclosures

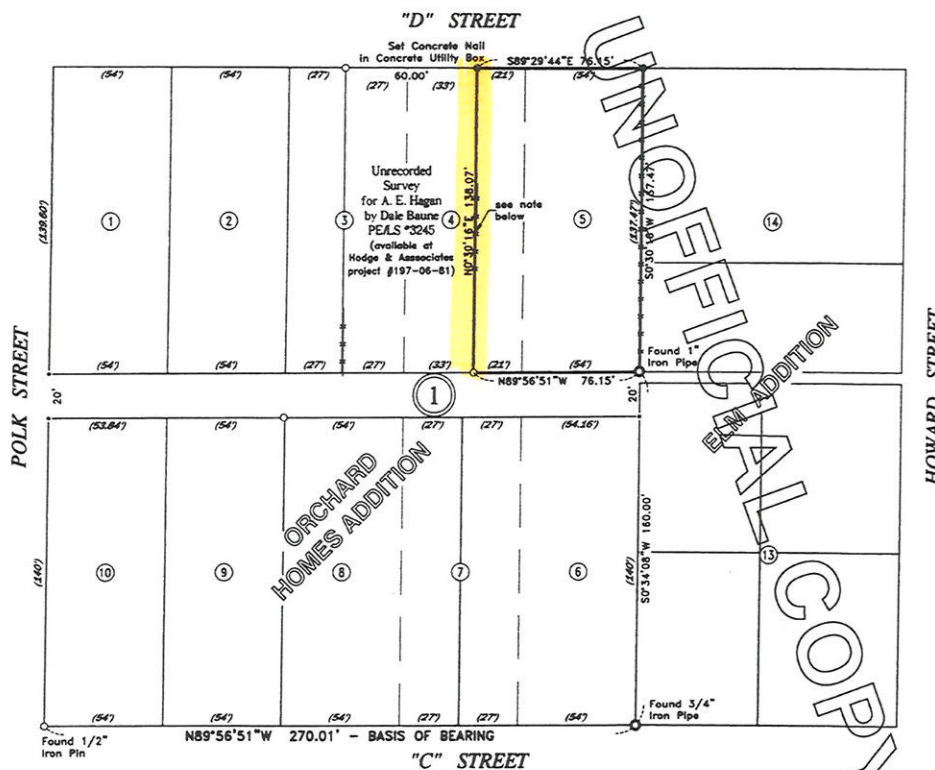
¹ Ms. Marten's property is titled in Trust by Maureen M. Marten as Trustee of the Marten Living Trust dated July 13, 1998, but for simplicity within this letter, I'll simply refer to Ms. Marten as the owner.

Section 8, T39N, R5W, BM

1/4
7-8
Fnd. ITD Brass Cap,
LS 7878, Set in 2010
CP & F Inst. No. 538478

S89°10'30"E 2658.14'

1/4
Fnd. 1/2" pipe
in a monument wall
per ROS Inst. No. 439429

**Note:**

The east edge of the 4"x4" fence posts along the west line of the east 21' of Lot 4, Block 1 of Orchard Homes Addition to Moscow, fall east of said line by 0.3' at it's north end and 0.4' at it's south end.

Basis of Bearing

The Basis of Bearing for this survey is the South line of Block 1 of Orchard Homes Addition to Moscow, shown hereon as N89°56'51"W.

Surveyor's Certificate

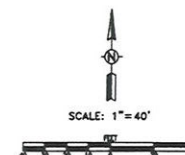
I, Michael A. Roudebush, PLS No. 16744 State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Maureen Marten in August 2016.

Purpose Of Survey

To locate, monument and map the boundaries of the Marten Living Trust property, as described in Quitclaim Deed, Instrument #436593.

Legend

- Found Monument as Described
- Set 5/8" dia. x 24" Long Rebar w/Orange Plastic Cap Stamped "Younger 12724"
- Found Iron Pipe - as Described
- Found 5/8" Diameter Iron Pin, Or as Described
- Calculated Position
- Block Number
- Lot Number
- Record Data per, Orchard Home Addition
- Boundary Line
- Lot Line
- Fence Line

**RECEIVED**

JAN 24 2022

BY:

NO. 580953
AT THE REQUEST OF:
HODGE & ASSOC
DATE & HOUR:
8-31-16 11:21 A.M.
HENRIANNE WESTBERG
LATAH COUNTY RECORDER
FEE \$ 5.00 BY: Hodge

Drafted by: SW
Checked by: MAR
File Name: 3859 ROS LUD.dwg
Tab: Layout
Plot Style: OCE.ctb
Project: 3859-08-15
Date: 8/17/16

1 of 1

SETTLEMENT & BOUNDARY LINE AGREEMENT

Effective December 1, 2021 RICHARD C. WEGNER and CHRISTIE R. WEGNER, husband and wife, (collectively "Wegner"), and MAUREEN M. MARTEN, as Trustee of the Marten Living Trust dated July 13, 1998 ("Marten"), in consideration of the mutual promises hereinafter set forth, agree as follows:

RECITALS

- A. The parties own neighboring real properties;
- B. Wegner is the owner of real property described as EXHIBIT "A" ("Wegner Property");
- C. Marten is the owner of real property described as EXHIBIT "B" ("Marten Property");
- D. Whereas, a dispute has arisen between the parties related to encroachment by Wegner over the property line. Specifically, a water meter as well as a fence landscaping installed by Wegner encroaches over the property line by approximately 3-6 inches.
- E. Whereas, a record of survey was created in 2016 and recorded on August 31, 2016 as Fee No. 580953 showing the properties and referencing the encroachment, a copy of which is attached as EXHIBIT "C".
- F. The parties now desire to resolve this dispute by entering into an agreement as to the boundary line as follows:

SETTLEMENT &
BOUNDARY LINE AGREEMENT



-1-

Westberg Rospke Moore, PLLC
530 S. Asbury St. Ste. 2
Moscow, Idaho 83843
208.883.1520

AGREEMENT

1. **Payment.** Wegners will pay to Marten the sum of \$2,000.00.
2. **Quitclaim Deed.** Marten shall execute a Quitclaim Deed conveying the west twelve (12) inches of her property to the Wegners, a copy of which is attached hereto as EXHIBIT "D".
3. **Timing of Payment and Quitclaim Deed.** Wegners shall make full payment as required above pay to Marten and Marten shall deliver a fully executed copy of the above required Quit Claim deed within seven (7) days of approval by the City of Moscow of the boundary line adjustment set out in this Agreement. Delivery of each may be made to the office of other party's legal counsel.
4. **Cooperation.** The parties shall fully cooperate with any legally required process necessary to give effect to this Agreement, including but not limited to the execution of all documents and instruments required by the City of Moscow for the approval of a boundary line adjustment according to the terms of this Agreement.
5. **Release.** Except for the obligations of the parties to comply with this Agreement, each party, its heirs and assigns, hereby forever, waive, release and hold harmless the other for any claim, cause of action, costs, or damages, of any kind whatsoever, related to the location of the boundary line between the properties.
6. **Recording.** This Agreement shall be recorded in the County Records of Latah County, and may be done so by either party. Upon receipt of the recorded Agreement the filing party shall provide the other with a copy of the same.

SETTLEMENT &
BOUNDARY LINE AGREEMENT

-2-

Westberg Roepke Moore, PLLC
530 S. Asbury St. Ste. 2
Moscow, Idaho 83843
208.883.1520

7. **Legal Fees and Costs.** If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by either party, the substantially prevailing party shall be entitled to recover its reasonable legal fees and costs, including but not limited to its attorney's fees.
8. **Governing Law, Jurisdiction, and Venue.** The legal rights and obligations of the parties this Agreement shall be determined in accordance with the laws of the State of Idaho. In the event that any suit or action shall be brought in connection with any of the terms and conditions of this Agreement, the parties hereby agree that jurisdiction and venue of such suit or action shall properly be in Latah County, Idaho.
9. **Application to Agents.** The terms of this Agreement shall inure and apply to each party's employees, family members, and agents and it is the responsibility of each party to ensure any such persons abide by the terms of this Agreement.
10. **Binding Effect.** The duration of this Agreement is perpetual and the terms, conditions, and covenants contained herein run with the land and are binding upon the heirs, successors, and assigns of each of the parties hereto.
11. **Severability.** Should any provisions of this Agreement be declared invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.
12. **Modification.** This Agreement may be modified or amended only by a written agreement signed by each of the parties hereto.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

SETTLEMENT &
BOUNDARY LINE AGREEMENT

-3-

Westberg Roepke Moore, PLLC
530 S. Asbury St. Ste. 2
Moscow, Idaho 83843
208.883.1520

14. **Entire Agreement.** This Agreement is the entire agreement between the parties and all prior and contemporaneous negotiations and agreements, oral and/or written, are merged herein.

15. **Time is of the Essence.** Time is of the essence in the performance of this Agreement and each and every condition and covenant hereof.

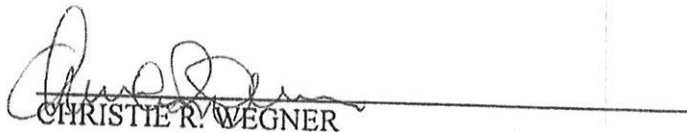
16. **Agreement Jointly Drafted.** The parties hereto have been represented by counsel. This Agreement shall be deemed to have been jointly drafted by the parties and, in construing and interpreting this agreement, no provision shall be construed and interpreted for or against any of the parties because such provision, or any other provision, or the agreement as a whole, was purportedly prepared or requested by such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

DATED: 12/16/2021

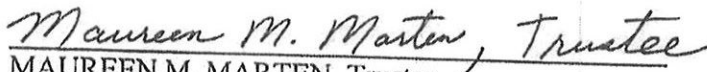

RICHARD C. WEGNER

DATED: 12/16/21


CHRISTIE R. WEGNER

Marten Living Trust dated July 13, 1998

DATED: 12-9-21


MAUREEN M. MARTEN, Trustee

SETTLEMENT &
BOUNDARY LINE AGREEMENT

-4-

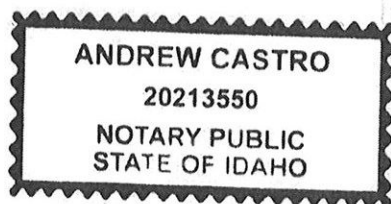
Westberg Roeckle Moore, PLLC
530 S. Asbury St. Ste. 2
Moscow, Idaho 83843
208.883.1520

STATE OF IDAHO)
) ss.
 County of Latah)

On this 16 day of DECEMBER 2021, before me the undersigned a Notary Public in and for the State of Idaho, personally appeared RICHARD C. WEGNER and CHRISTIE R. WEGNER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(seal)



Andrew Castro
 Notary Public in and for the State of Idaho
 Residing at: MOSCOW, IDAHO LATAH COUNTY
 My commission expires: 07/26/2027

STATE OF IDAHO)
) ss.
 County of Latah)

On this 9th day of December, 2021, before me the undersigned a Notary Public in and for the State of Idaho, personally appeared MAUREEN M. MARTEN, as Trustee of the Marten

SETTLEMENT &
 BOUNDARY LINE AGREEMENT

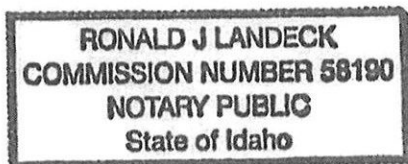
-5-

Westberg Roepke Moore, PLLC
 530 S. Asbury St. Ste. 2
 Moscow, Idaho 83843
 208.883.1520

Living Trust dated July 13, 1998, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(seal)



Ronald J Landeck
Notary Public in and for the State of Idaho
Residing at: Moscow, Idaho
My commission expires: 08/28/2023.

SETTLEMENT &
BOUNDARY LINE AGREEMENT

-6-

Westberg Roepke Moore, PLLC
530 S. Asbury St. Ste. 2
Moscow, Idaho 83843
208.883.1520

EXHIBIT "A"
Wegner Property

**The West 33 feet of Lot 4 and the East 27 feet of Lot 3, Block 1, ORCHARD HOMES
ADDITION, as shown by the recorded plat thereof.**

EXHIBIT "B"
Marten Property

The East 21 feet of Lot 4 and all of Lot 5 in Block One (1) of Orchard Home Addition to Moscow, as shown by the recorded plat thereof.

580853

Section 8, T39N, R5W, BM

Basis of Bearing

The Scale of Scoring for this survey is the South One of Block 9 of Orchard Home Addition to Shuman, shown here on NAD83/11'W.

Surveyor's Certificate

I, Michael A. Goodbush, FLJ No. 18744 State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Matthew Martin in August 2012.

Purpose Of Survey

To locate, measure and map the boundaries of the Union Living Trust property, as described in Exhibit B, Instrument #41200.

Legend

-  Found Motivat as Described
 3rd 8 1/2" dia. x 5 1/2" Long Rubber w/Orange Plastic Grip Strapped "Finger 1275"
 Found from Pipe - as Described
 Found 5 1/2" Diameter Iron Box, as Described
 Calculated Position
 Sketch Number
 Lfd Number
 Record Date pos, Graded Name Addition

 Boundary Line

 Lfd Line

 Fence Line

Record of Survey for:
Marten Living Trust
Latah County, Idaho

Created by	SW
Checked by	SW
File Name	1111 001 130.dwg
Title	Layout
Plot Style	OC2.ctb
Project	2030-00-10
Date	6/17/16

1-1

Note:

The east edge of the 5'-2" stone posts along the west line of the east 21' of Lot 4, Block 1 of Orchard Homes Addition to Elmore, fall east of said line by 0.3' at U's north end and 0.2' at U's south end.

580953

THE

100-4255

83411

LAUREL COUNTY BOARD

FILE # 500-51

received

received

Received 01-24-2022

EXHIBIT "D"**QUITCLAIM DEED**

FOR VALUE RECEIVED, MARTEN LIVING TRUST dated July 13, 1998, the "Grantor," hereby convey, remise, release and forever quitclaim unto RICHARD C. WEGNER and CHRISTIE R. WEGNER, husband and wife, the "Grantee," whose current address is 617 East D Street, Moscow, ID 83843, all present right, title and interest in the following described real property in the County of Latah, State of Idaho, to-wit:

The West twelve (12) inches of the East 21 feet of Lot 4 in Block One (1) of Orchard Home Addition to Moscow, as shown by the recorded plat thereof.

TOGETHER WITH ALL tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever.

DATED: _____

**MARTEN LIVING TRUST
dated July 13, 1998**

MAUREEN M. MARTEN, Trustee

QUITCLAIM DEED - 1

STATE OF IDAHO)
 : ss
 County of Latah)

On this _____ day of _____, 2021, MAUREEN M. MARTEN, personally appeared before me, as Trustee of the Marten Living Trust dated July 13, 1998, known to be the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

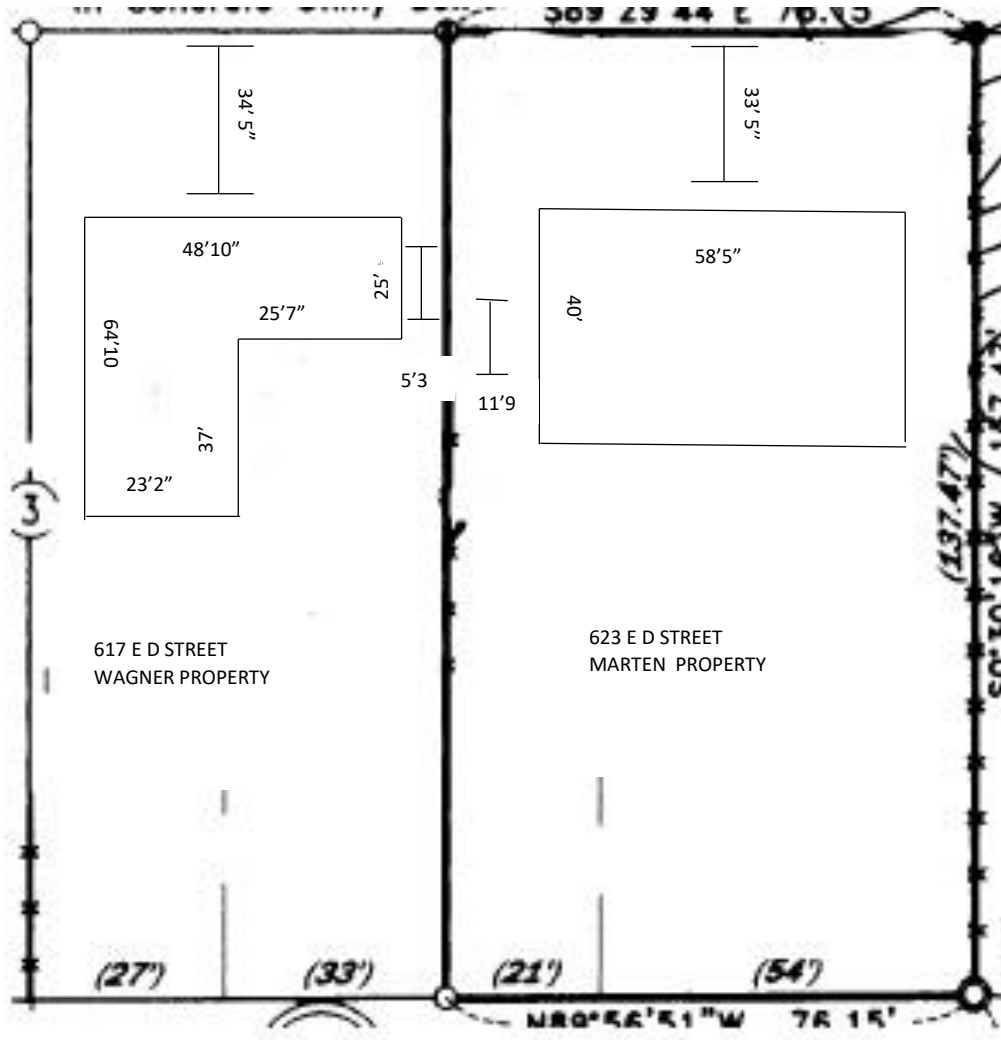
GIVEN under my hand and official seal this _____ day of _____, 2021.

(seal)

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

QUITCLAIM DEED - 2

D STREET



The current distance between the WAGNER house and the existing property line is 5 feet 3 inches. This will increase to 6 feet 3 inches if the City approves the requested adjustment

The current distance between the MARTEN house and the existing property line is 11 feet 9 inches. This will decrease to 10 feet 9 inches if the City approves the requested adjustment

CITY COUNCIL STAFF REPORT

DATE: Monday, March 7, 2022



AGENDA ITEM TITLE

First Step Internet Paradise Pathway Fiber License Agreement - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City was recently approached by representatives of First Step Internet who are working with the Whitepine School District to extend fiber optic service to the District's school facilities to provide high-speed internet access. First Step is seeking approval to install the underground conduit and fiber optic cable along the edge of the Paradise Path from the Alturas Drive crossing to the City's eastern city limit boundary just west of Carmichael Road. Staff has prepared a non-exclusive license agreement to allow the installation of the requested conduit and cable and, in exchange, First Step will provide the City with 1 fiber strand to the current, or future city limit boundary for the City's potential future use. The license agreement would have an initial term of 10 years, with a second 10-year renewal term. First Step would also be required to repair any damage to the pathway that may occur during the installation. This was reviewed by the Public Works/Finance Committee on February 28 and recommended for approval.

STAFF RECOMMENDATION

Approve the License Agreement with First Step Internet.

PROPOSED ACTIONS

ACTION: Approve the License Agreement with First Step Internet.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. First Step Fiber License Agreement 2022

**NON-EXCLUSIVE GRANT OF LICENSE
BETWEEN CITY OF MOSCOW, IDAHO AND
FIRST STEP INTERNET**

THIS NON-EXCLUSIVE GRANT OF LICENSE (hereinafter "License") is made this ____ day of _____, 2022, by and between the CITY OF MOSCOW, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "GRANTOR") and FIRST STEP INTERNET, PO Box 9587, Moscow, Idaho 83843, a company of the State of Idaho (hereinafter "GRANTEE").

RECITALS

WHEREAS, GRANTOR holds ownership and reversionary rights to real property identified as abandoned railroad right-of-way between Styner Avenue and Carmichael Road in Moscow, Idaho (hereinafter "Property"), said rights described in Attachment "A" and hereto made a part of this License; and

WHEREAS, GRANTEE desires to install fiber optic cable and supporting equipment from Alturas Technology Park along said right-of-way in an easterly direction to the City limits located just west of Carmichael Road; and

WHEREAS, GRANTOR desires to grant such limited, non-exclusive licensed access for such purposes;

NOW, THEREFORE, in consideration of the recitals above which are incorporated into this License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as described below:

TERMS AND CONDITIONS

1. **LICENSE:** GRANTOR hereby grants and conveys to GRANTEE for its contractor or subcontractors, agents, and assigns, subject to all the terms and conditions contained herein, a non-exclusive license to access Property for the purpose of installing, maintaining, replacing, or removing a two inch (2") conduit, fiber optic cable and equipment cabinet from the City's existing equipment cabinet located behind the Alturas Technology Park monument sign easterly to the City limits located west of Carmichael Road for the provision of telecommunications and information services, as depicted on Attachment B. The License does not constitute an estate, tenancy, or interest in real property. The License is a personal right granted to GRANTEE and is not transferable.
2. **NON-EXCLUSIVE RIGHT:** Anything in this instrument to the contrary notwithstanding, GRANTEE agrees to the following conditions:
 - a. The License herein granted is subject to all easements and encumbrances and is non-exclusive;

- b. All materials, equipment, and their related components for fiber optic cable existing at the time of this License or temporarily placed within the Property by GRANTEE, or GRANTEE's agents or contractors shall remain the personal property of the GRANTEE or GRANTEE's agents or contractors during the term of this License;
- c. GRANTEE shall not interfere with the property rights of GRANTOR as GRANTOR and its successors and assigns retain the right to full use of the Property except to the extent such GRANTOR uses preclude the limited permission for GRANTEE's ongoing maintenance of the fiber optic cable and its related access specifically authorized by this License;
- d. GRANTEE and GRANTEE's agents or contractors shall at all times safely utilize and maintain GRANTEE's personal property within the Property and GRANTEE shall comply with GRANTOR's security or safety standards when notified of such by GRANTOR; and
- e. GRANTEE shall provide GRANTOR with one (1) strand of dark fiber from the proposed equipment cabinet to the current and/or future City limits for potential future non-commercial public uses.
2. NOTICE: Any notice under this License shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the parties may from time-to-time direct in writing:
- | | |
|------------------|---------------------|
| GRANTOR: | GRANTEE: |
| City of Moscow | First Step Internet |
| PO Box 2603 | PO Box 9587 |
| Moscow, ID 83843 | Moscow, ID 83843 |
- Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.
3. INDEMNITY AND HOLD HARMLESS: GRANTEE agrees to indemnify, defend, and hold harmless GRANTOR and its officers, agents and employees from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of GRANTEE, GRANTEE's agents, employees, or representatives under this License. GRANTEE specifically agrees to indemnify, defend and hold harmless GRANTOR and its officers, agents and employees from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with interruptions of service and/or use of public right of way.
4. CONDITION OF PROPERTY: GRANTEE shall not alter, construct or cause to be altered or constructed any attachments or connections to City's existing equipment cabinet. GRANTEE shall promptly repair and restore, to its prior condition, GRANTOR's real property or improvements within the Property if damaged or disturbed by GRANTEE or GRANTEE's contractors, agents or subcontractors. This includes repair and/or restoration of

any damage to pathway, fixtures, furnishings, and/or shoulder grading. GRANTEE shall monitor for and perform any necessary noxious weed abatement necessary as a result of ground disturbance during the installation, maintenance and/or repair of fiber optic cable within the licensed right-of-way for a period of one (1) year from the time of any such disturbance. If GRANTEE or GRANTEE's contractors or subcontractors fail to repair and/or restore Property, then the GRANTOR, at its sole discretion, may restore Property that GRANTEE has disturbed and/or damaged, and GRANTEE shall reimburse GRANTOR for all reasonable costs associated therewith within thirty (30) days from receipt of an invoice. In the event restoration is not completed, the obligations of the GRANTEE to restore the condition of the Property or reimburse GRANTOR for all reasonable costs shall survive the termination of this License.

5. **ACCESS BY CITY.** CITY shall have the right to access the Licensed area at any reasonable time to examine the same and determine the maintenance and state of repair. CITY shall make its best efforts to minimize disruption of utilization of License.
6. **COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS:** GRANTEE agrees and shall require its agents, contractors and subcontractors to comply in all respects with all federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the License and Property. In addition, with respect to the activities permitted by this License, GRANTEE agrees and shall require its agents, contractors and subcontractors to comply with all applicable industry standards pertaining thereto including but not limited to standards and regulations applicable to the access permitted.
7. **HAZARDOUS WASTE:** GRANTEE will not cause nor permit, by its agents, contractors, subcontractors, or otherwise, any activities on the Property that directly or indirectly result in the Property, or any other property, becoming contaminated with dangerous, hazardous or toxic waste or substances. The foregoing substances shall be stored and disposed of in accordance with all applicable federal, state and local regulations. For purposes of this License, the term "dangerous, hazardous or toxic waste or substances" means any substance or material defined or designated as a dangerous, hazardous or toxic waste, a dangerous, hazardous or toxic material, a dangerous, hazardous, toxic or radioactive substance, or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect, including, without limitation, a dangerous, hazardous or toxic substance or waste, as defined under Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq.; and the regulations promulgated thereunder. GRANTEE shall be solely responsible for all costs and expenses relating to the clean-up of dangerous, hazardous or toxic waste or substances from the Property or from any other properties which become contaminated with dangerous, hazardous or toxic waste or substances as a result of GRANTEE's or GRANTEE's agent's, contractor's or subcontractor's activities on the Property. GRANTEE shall promptly supply GRANTOR with copies of any notices, reports, correspondence and submissions made by GRANTOR to the EPA, Idaho DEQ, the United States Occupational Safety and Health Administration or any other local, state or federal authority which requires submission of any information concerning environmental matters

or hazardous or toxic wastes or substances pursuant to any applicable federal, state or local laws. GRANTEE's financial responsibility for any costs and expenses required to clean-up dangerous, hazardous, or toxic waste or substance contamination of the Property (if such contamination is caused by the GRANTEE or GRANTEE's agents, contractors or subcontractors), shall survive the termination of this License.

8. **TERM:** This License shall become effective upon signature by GRANTOR and shall have an initial term of ten (10) years with an option to renew for one additional ten (10) year term. Termination of this License by GRANTOR shall be allowed upon no less than ninety (90) days written notice from GRANTOR to GRANTEE. Upon termination of License, GRANTEE shall remove all GRANTEE's personal property, unless surrender of fiber optic cable and equipment is requested or otherwise approved in writing by GRANTOR. If fiber optic cable and/or equipment is removed, GRANTEE shall repair or restore any damage or disturbance to Property caused by such removal. GRANTEE's obligations in Section 5 and 7 of this Lease shall survive termination in the manner described in those sections.
9. **FORCE MAJEURE:** If any portion of the Property is damaged or destroyed by causes arising out of, directly or indirectly, unforeseen circumstances including forces beyond GRANTOR's control, which includes without limitation accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or disasters, GRANTOR may, at GRANTOR's discretion, cause the same to be repaired and restored. If such damage is the result of the negligence of GRANTEE or its employees, agents, or subcontractors, GRANTOR shall repair and restore Property at GRANTEE's expense. If any portion of the Property is so damaged as to be unfit for use or occupancy, the obligations of GRANTEE shall be adjusted accordingly. If any portion of the public right of way is destroyed to the extent of fifty percent (50%) or more, GRANTOR may, at its option, terminate this License rather than restore the Property. GRANTOR shall not be responsible to GRANTEE for any costs or other damages of any nature, including losses associated with any interruptions of GRANTEE's business, resulting from any damage or destruction of the Property that may be caused, directly or indirectly, by a force majeure.
10. **GOVERNING LAW AND FORUM.** Any legal proceeding instituted between the Parties shall be in the courts of the County of Latah, state of Idaho, and each of the Parties agrees to submit to the jurisdiction of such courts. It is further agreed that this License shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.
11. **ASSIGNMENT OR SUBLETTING EXPRESSLY PROHIBITED:** GRANTEE shall not assign this License nor sublet the whole or any part thereof without the written consent of GRANTOR.
12. **DISCLAIMER OF WARRANTIES.** CITY makes no representations or warranties of any kind, either expressed or implied, including warranties of services and CITY system equipment, merchantability, and/or for fitness for a particular purpose, and assumes no obligation with respect to the enforcement of any manufacturers warranties and guarantees or merchantability. Verbal statements made by CITY employees, contractors, subcontractors, agents and designees

do not constitute warranties, shall not be relied on by GRANTEE, and are not part of the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Grant to be executed.

GRANTOR: City of Moscow

GRANTEE: First Step Internet

By: Art Bettge, Mayor

Date

Date

Attest:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

Attachment A

CERTIFIED COPY

I do hereby certify that the foregoing
is a true copy of the original document
on record in this office. Date this 11
day of January 20 03

Susan Petersen
Exofficio Auditor & Recorder
Latah County, Idaho

472111

QUITCLAIM DEED

Rita Smith Deputy
THIS QUITCLAIM DEED made this 11th day of January, 200 2, by Latah County,
a political subdivision of the State of Idaho, by and through the Board of Latah County Commissioners,
522 S. Adams, Moscow, Idaho, 83843, Grantor, for value received, does hereby convey, release, remise
and forever quit claim unto

THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION, Grantee

All of the Grantor's interest in the following property located in Latah County, Idaho:

ALL that portion of Burlington Northern Railroad Company's (formerly Northern Pacific
Railway Company) Lewiston Branch Line right-of-way, described as follows, to-wit:

BEGINNING at the center point of Section 17, Township 39 North, Range 5 West; thence
continuing in a Southerly direction along the said center section line approximately 275 feet;
thence continuing in a Southeasterly direction along the Main Branch Line for approximately 982
feet. This point is the TRUE POINT OF BEGINNING; thence the portion of said Railroad
Company's 100.0 foot wide Branch Line right-of-way, being 50.0 feet wide on each side of said
Main Track centerline upon, over and across in a Southeasterly direction the remainder thereof of
said Section 17, Township 39 North, Range 5 West;

EXCEPTING THEREFROM all that portion of said Railroad Company's Branch Line right-of-way as
conveyed by A&K Railroad Materials, Inc. in a deed dated June 26, 1997 to Urban Renewal Agency of
the City of Moscow, Idaho, more particularly described as follows:

A 110 foot portion of the former Burlington Northern Railroad Moscow to Arrow right-of-way lying
between Stations 4597+74.43 and 4598+84.43 and located in the northeast quarter of the southeast
quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, more
particularly described as follows:

Beginning at the southeast corner of said Section 17; thence N 0°7'50"W 1303.89 feet along the
east line of said Section 17 to the southerly boundary of said Burlington Northern Railroad right-
of-way; thence northwesterly 238.23 feet along said southerly right-of-way and along a curve
concave to the northeast, said curve having a radius of 1954.88 feet, a central angle of 6°58'56",
and a chord bearing N 71°24'14"W 238.08 feet to a point of tangency; thence continuing along
said southerly right-of-way N 67°57'46"W 302.72 feet to the TRUE POINT OF BEGINNING,
thence continuing along said southerly right-of-way N 67°57'46"W 110.00 feet; thence leaving
said right-of-way N 21°51'40"E 100.00 feet to a point on the northerly boundary of said railroad
right-of-way; thence S 67°57'46"E 110.0 feet along said northerly right-of-way; thence leaving
said northerly right-of-way S 21°51'40"W 100.0 feet to a point on the southerly railroad right-of-
way and the TRUE POINT OF BEGINNING. Said easement contains 11,000 square feet more
or less.

All that portion of said Railroad Company's 200.0 foot wide Branch Line right-of-way, being
100.0 foot wide on each side of said Main Track centerline upon, over and across the S ½ of
Section 16, Township 39 North, Range 5 West, bounded on the East and West by the East and
West lines of said Section 16.

Together with appurtenances.

Quitclaim Deed from Latah County

CERTIFIED COPY

IN CONSIDERATION THEREOF, the Grantee agrees to develop and construct upon said property a bicycle-pedestrian path within July 1, 2003 of the date of this Deed and at all times thereafter to maintain a bicycle-pedestrian path upon the property. In the event that Grantee fails to develop or maintain upon said property a bicycle-pedestrian path as provided, the ownership of the property shall revert to Latah County.

IT IS EXPRESSLY UNDERSTOOD AND AGREED between Grantor and Grantee that Grantor makes no representations, covenants, or warranty of any kind whatsoever. By this instrument, the parties intend that Grantor release to Grantee whatever interest Grantor may have in the above property, if any.

IN WITNESS WHEREOF, Grantor(s) and Grantee(s) have hereunto set their hands on the 16th day of December, 2002.

GRANTOR:
BOARD OF LATAH COUNTY COMMISSIONERS

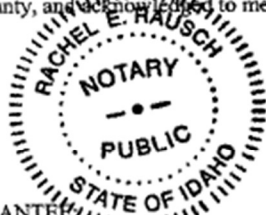
By: Paul J. Kimmell
Paul J. Kimmell, Chair

ATTEST:

Susan R. Petersen
Susan R. Petersen, Latah County Clerk
(2-16-2002)

STATE OF IDAHO)
) ss.
County of Latah)

On this 16th day of December, 2002, before me a Notary Public, personally appeared Paul J. Kimmell, known to me to be the Chair of the Board of County Commissioners of Latah County, and acknowledged to me that Latah County executed the same.



Rachel E. Hausch
NOTARY PUBLIC, in and for the State of Idaho
Residing at Moscow
My Commission Expires: 9-7-2005

GRANTEE
CITY OF MOSCOW

By: Marshall H. Comstock
Marshall H. Comstock, Mayor

ATTEST:

Christine Bainbridge
Christine Bainbridge, City Clerk

STATE OF IDAHO)
) ss.
County of Latah)

On this 18th day of December, 2002, before me a Notary Public, personally appeared Marshall H. Comstock, known to me to be the Mayor of the City of Moscow, and acknowledged to me that City of Moscow executed the same.



Stephanie Kalasz
NOTARY PUBLIC, in and for the State of Idaho
Residing at Moscow
My Commission Expires: 5/24/05

NO. 472111

AT THE REQUEST OF:

City of Moscow

DATE & HOUR:

11/16/03 11:33 AM

SUSAN PETERSEN

LATAH COUNTY RECORDER

SEE 8 BY Almuth

POB 9203 Moscow, Id 83843 deputy

REAL ESTATE DONATION AGREEMENT BETWEEN
CITY OF MOSCOW, IDAHO AND LATAH COUNTY, IDAHO

THIS AGREEMENT is entered into this 16th day of December, 2002, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho (hereinafter referred to as "CITY"), and Latah County, Idaho, a political subdivision of the State of Idaho (hereinafter referred to as "COUNTY") for the purpose of donating real property to City of Moscow, Idaho for use as a pedestrian/bicycle path.

WITNESSETH:

WHEREAS, COUNTY is record owner of property generally described as abandoned railroad right-of-way between Styner Avenue and Carmichael Road and more particularly described in Attachment A hereto (hereinafter referred to as "PROPERTY") within COUNTY; and

WHEREAS, COUNTY wishes to see PROPERTY developed as a pedestrian/bicycle path for the use of all COUNTY residents and the public in general; and

WHEREAS, CITY desires to develop such PROPERTY as a pedestrian/bicycle path for use of all COUNTY and CITY residents and the public in general; and

WHEREAS, COUNTY believes it to be in the best interest of the public to donate by Quitclaim deed PROPERTY to CITY for purposes of CITY's development of PROPERTY as a pedestrian/bicycle path; and

WHEREAS, Idaho Code § 67 2322 allows for conveyance or transfer of property to be made without consideration or payment when it is in the best interest of the public in the judgment of the governing body of the granting unit (in this case COUNTY); and

WHEREAS, CITY wishes to receive such PROPERTY for the purpose of developing it as a pedestrian/bicycle path;

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

I. COUNTY shall transfer permanently to CITY, PROPERTY for purposes of the development of such PROPERTY as a pedestrian/bicycle path. PROPERTY shall transfer to CITY by Quitclaim and without consideration or payment to CITY.

II. CITY shall do the following:

CITY shall receive PROPERTY from COUNTY on a permanent basis through Quitclaim for the specific purposes of developing and preserving such PROPERTY as a pedestrian/bicycle path. CITY shall make its best effort to ensure that PROPERTY be used as a pedestrian/bicycle path in perpetuity.

472109

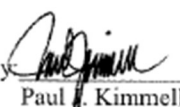
IN WITNESS WHEREOF, the parties caused this AGREEMENT to be executed to be effective the day and year first set forth above.

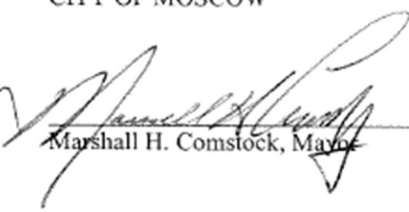
THIS AGREEMENT was approved by the Moscow City Council at their regular meeting on the 16th day of December, 2002.

THIS AGREEMENT was approved by the Latah County Commissioners at their regular meeting on the 16th day of December, 2002.

LATAH COUNTY:
BOARD OF LATAH COUNTY COMMISSIONERS

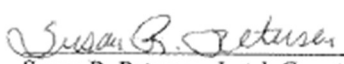
CITY OF MOSCOW

By 
Paul J. Kimmell, Chair


Marshall H. Comstock, Mayor

ATTEST:

ATTEST:

 12-16-2002
Susan R. Petersen, Latah County Clerk


Christine Bainbridge, City Clerk

\\Chris Bainbridge\\Agreements & Contracts\\Real Estate Donation Agreement County City Trail.doc

Real Estate Donation Agreement Between County and City

Page 2 of 3

ATTACHMENT 'A'

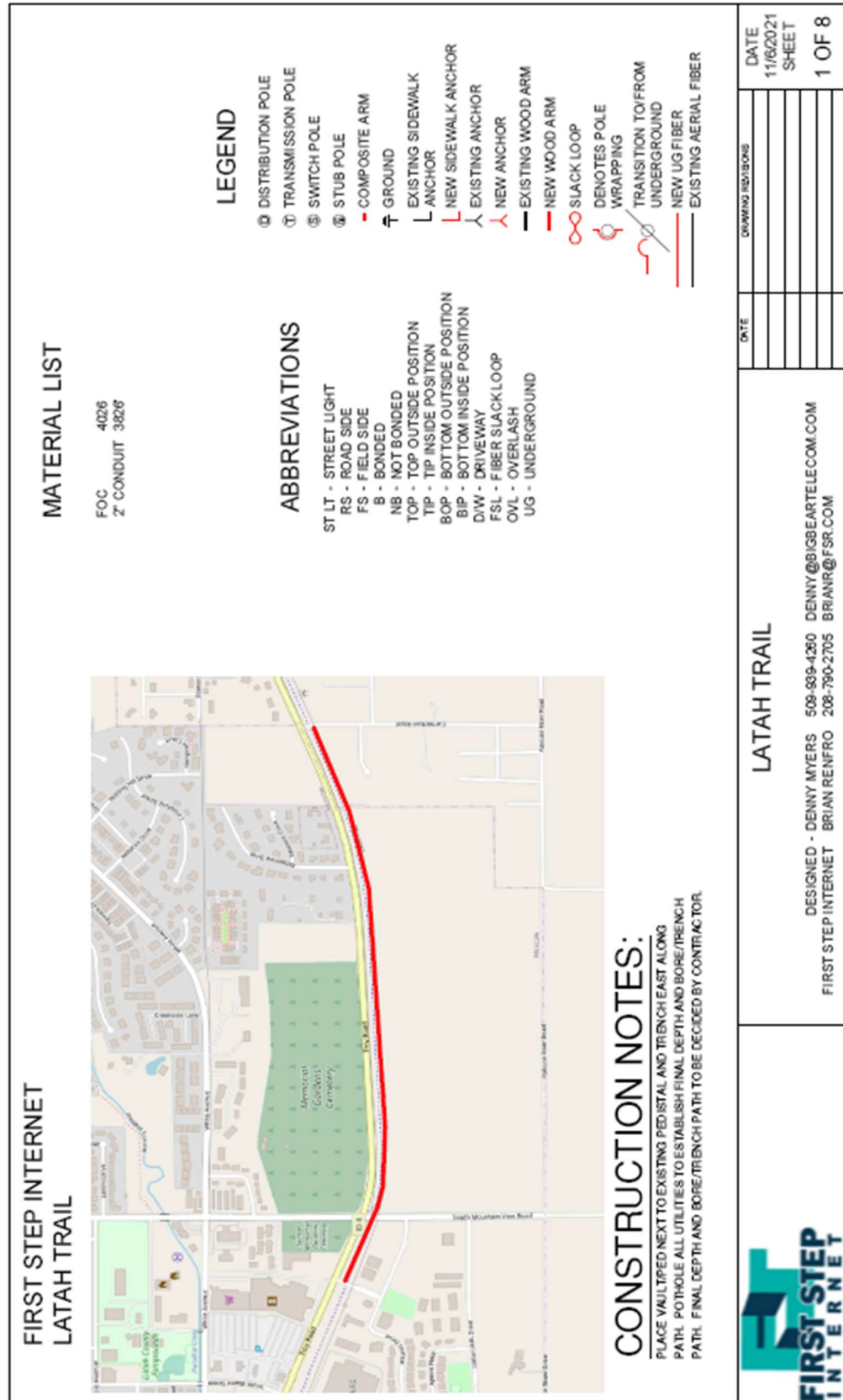
ALL that portion of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) Lewiston Branch Line right-of-way, described as follows, to-wit:

BEGINNING at the center point of Section 17, Township 39 North, Range 5 West; thence continuing in a Southerly direction along the said center section line approximately 275 feet; thence continuing in a Southeasterly direction along the Main Branch Line for approximately 982 feet. This point is the TRUE POINT OF BEGINNING; thence the portion of said Railroad Company's 100.0 foot wide Branch Line right-of-way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across in a Southeasterly direction the remainder thereof of said Section 17, Township 39 North, Range 5 West;

472109
NO. _____
AT THE REQUEST OF: City of Moscow
DATE & HOUR: 11/6/03 11:33 AM
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE: 10 BY: Almuth
P.O. BOX 9203 deputy
Moscow, Id 83843

Real Estate Donation Agreement Between County and City

Page 3 of 3



GENERAL CONSTRUCTION NOTES

RESTORATION: ALL GROUND/RIGHT OF WAY JOBS WILL BE RESTORED TO ORIGINAL CONDITION, OR BETTER.

ALL BUILDING ENTRIES WILL BE SEALED AND COMPLETED TO CUSTOMER'S SATISFACTION.

BURIED FIBER OPTIC WARNING SIGNS SHALL BE PLACED AT EACH SIDE OF ALL ROAD CROSSING, CULVERTS, AND DITCHES AND IN A STRAIGHT RUNNING LINE WITH THE FIBER OPTIC CABLE. NO GRATER THEN 500' IN SEPARATION.

APPROVED DRAWINGS: CONTRACTOR WILL HAVE ON JOB SITE THE APPROVED, STAMPED DRAWINGS FROM THE UTILITY, AND OR FROM THE OSP MANAGER.

PERMITS: CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS EXCEPT FOR STATE HWY, RAILROAD OR WATER CROSSING PERMITS, OR WHAT OTHER IS AGREED UPON, AND WILL COMPLY WITH ALL RULES AND REGULATIONS ASKED FOR BY THESE AGENCIES.

CONSTRUCTION: CONTRACTOR/OSP MANAGER WILL COORDINATE AND NOTIFY 24 HRS PRIOR TO CONSTRUCTION BUILDING OWNERS OR TENANTS. TO GET ACCESS WITH WORK START TIMES TO BUILDING MANAGEMENT. WARNING TAPE 1' ABOVE AND TRACER WIRE IN ALL UG CONDUITS. SEAL ALL RISERS AND BUILDING ENTRIES.

FOLLOW ALL NESC RULES AND CONSTRUCTION GUIDELINES.

FIBER OPTIC PLACEMENT: NOTIFY OSP MANAGER IF ANY CHANGES TO DRAWINGS NEED TO BE PERFORMED. DO NOT MAKE RANDOM CHANGES WITHOUT PERMISSION FROM THE OSP MANAGER. SLACK STORAGE AND VAULT PLACEMENTS HAVE BEEN ENGINEERED WITH SEVERAL FACTORS IN MIND AND IF NEED TO BE MOVED THEY NEED TO BE STUDIED FOR LOADING AND OTHER REASONS.

VAULTS: ALL FIBER SHALL BE MARKED AS TO THE DIRECTION IN EACH VAULT. RED-NORTH, GREEN-SOUTH, YELLOW-EAST, AND BLUE-WEST.

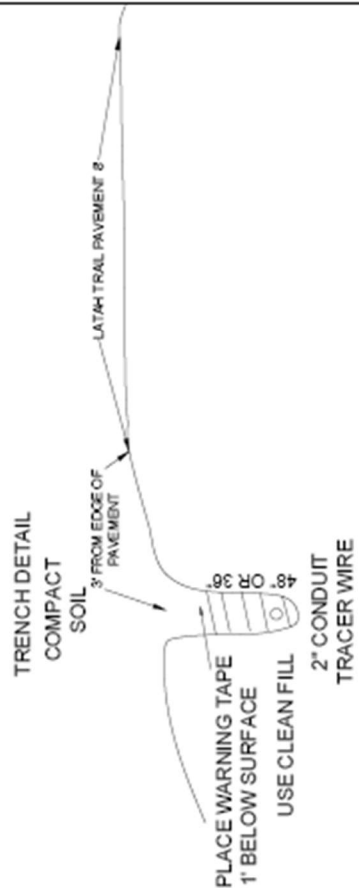
LOCATES: CONTRACTOR IS RESPONSIBLE FOR CALLING OF LOCATES AND IS RESPONSIBLE FOR REPAIR AND RESTORATION.

TAGGING AND RECORDING: RECORD SEQUENTIAL #'S AT ALL ATTACHMENTS AND ID TAG ALL ATTACHMENTS. RETURN AS-BUILT DRAWINGS TO OSP MANAGER IN A TIMELY MANNER.

SLACK STORAGE: 100' IN VAULTS WHERE THERE IS ROOM FROM. 200' AERIAL SLACK AND 50' IN ALL TELECO DEMARKS.

FILL OLD HOLES IN POLES.

**BOND TO ALL UTILITY MGN'S
ALWAYS CALL FOR LOCATES**



TRENCH DETAIL

COMPACT SOIL

3" FROM EDGE OF PAVEMENT

PLACE WARNING TAPE 1' BELOW SURFACE

USE CLEAN FILL

2" CONDUIT

TRACER WIRE

LATAH TRAIL PAVEMENT 8"



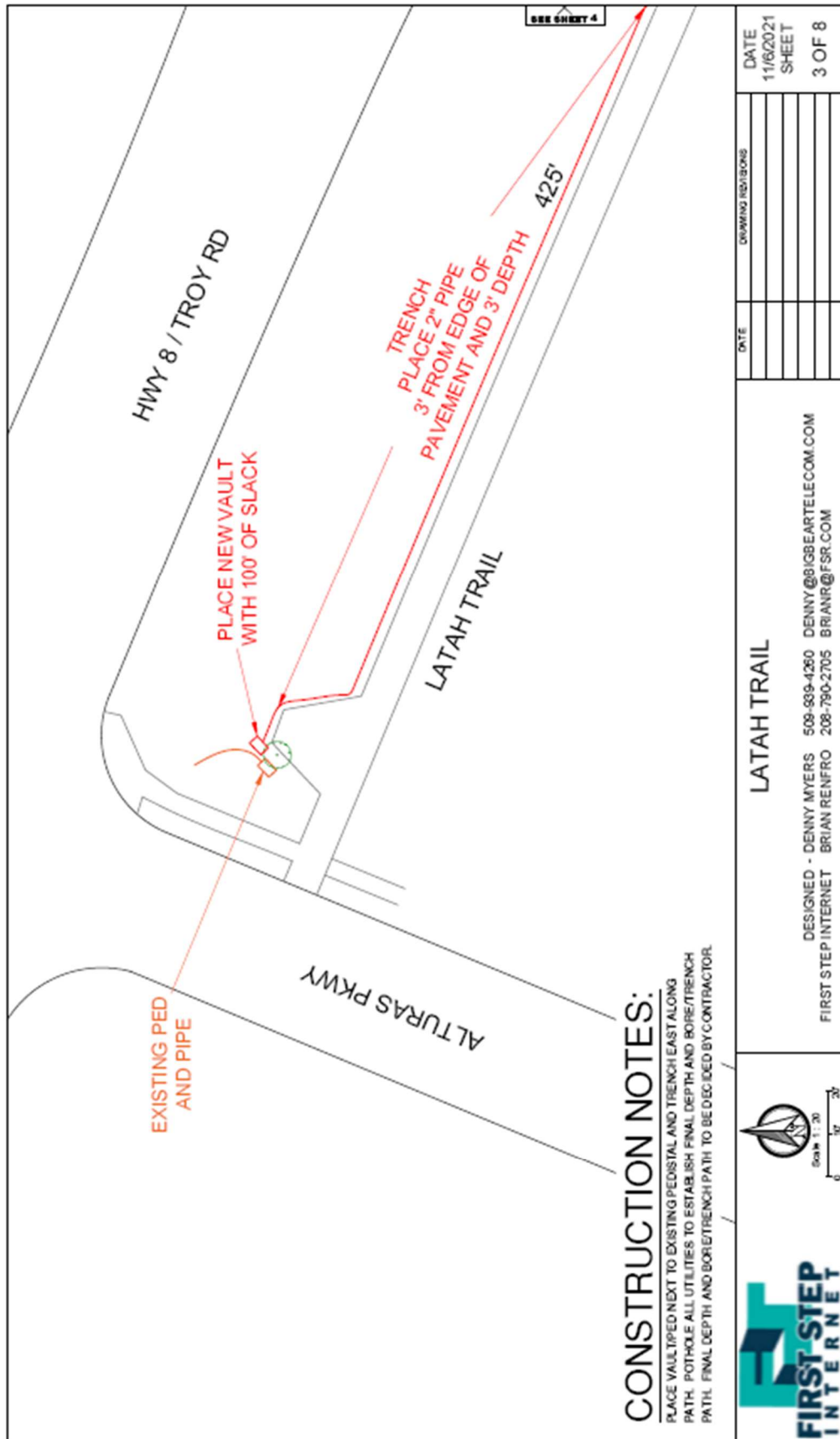
**Know what's below.
Call before you dig.**

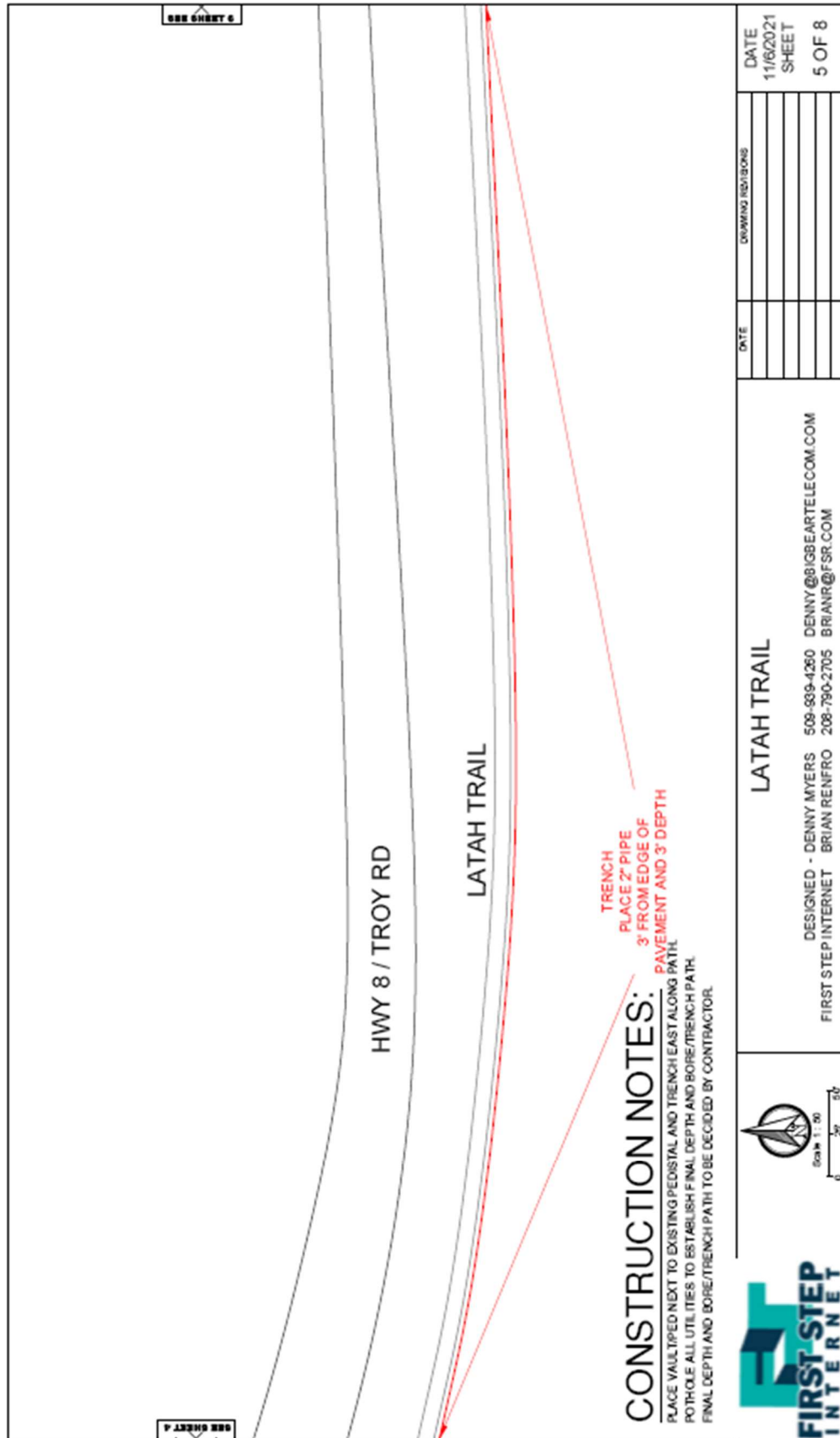
FIRST STEP INTERNET

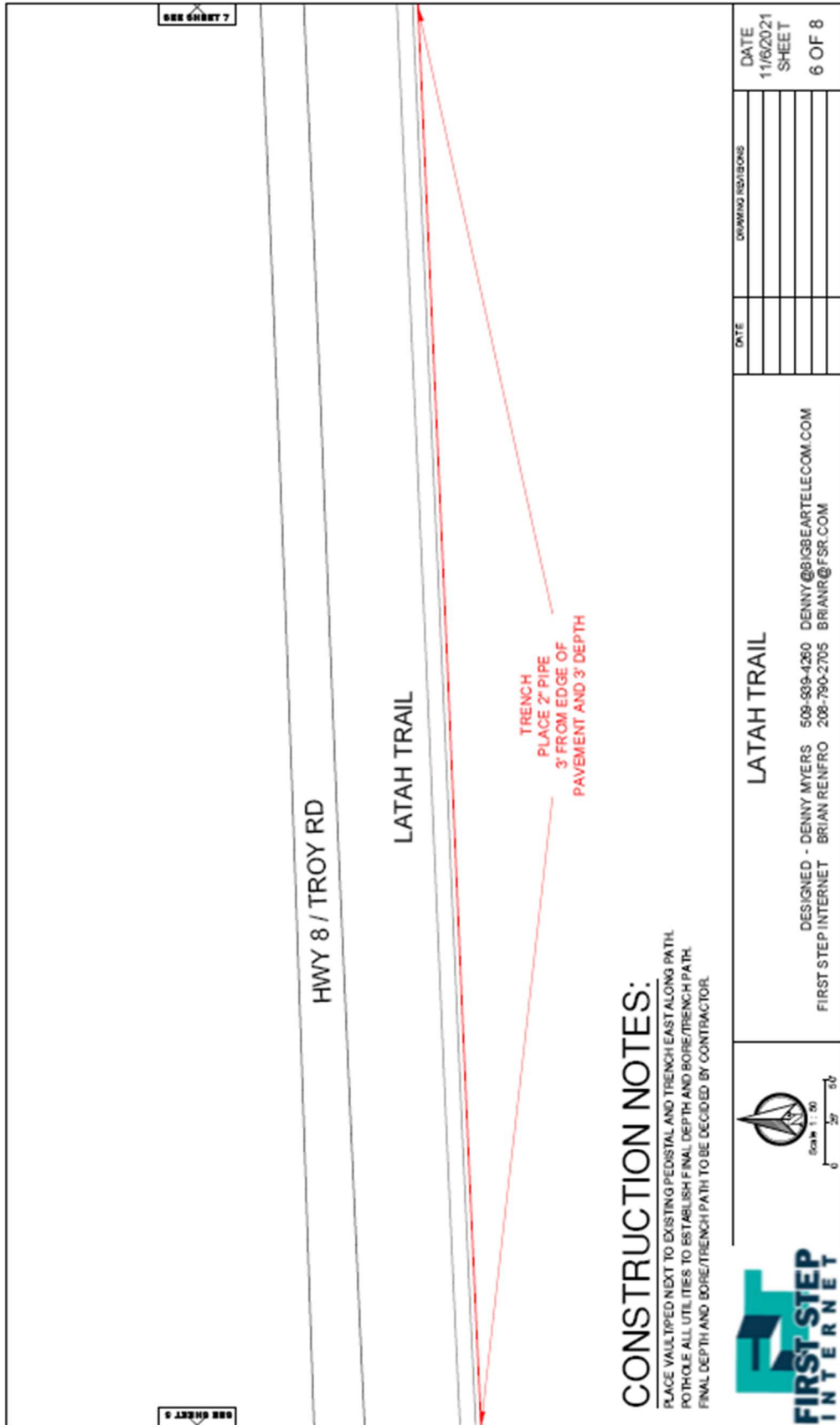
LATAH TRAIL

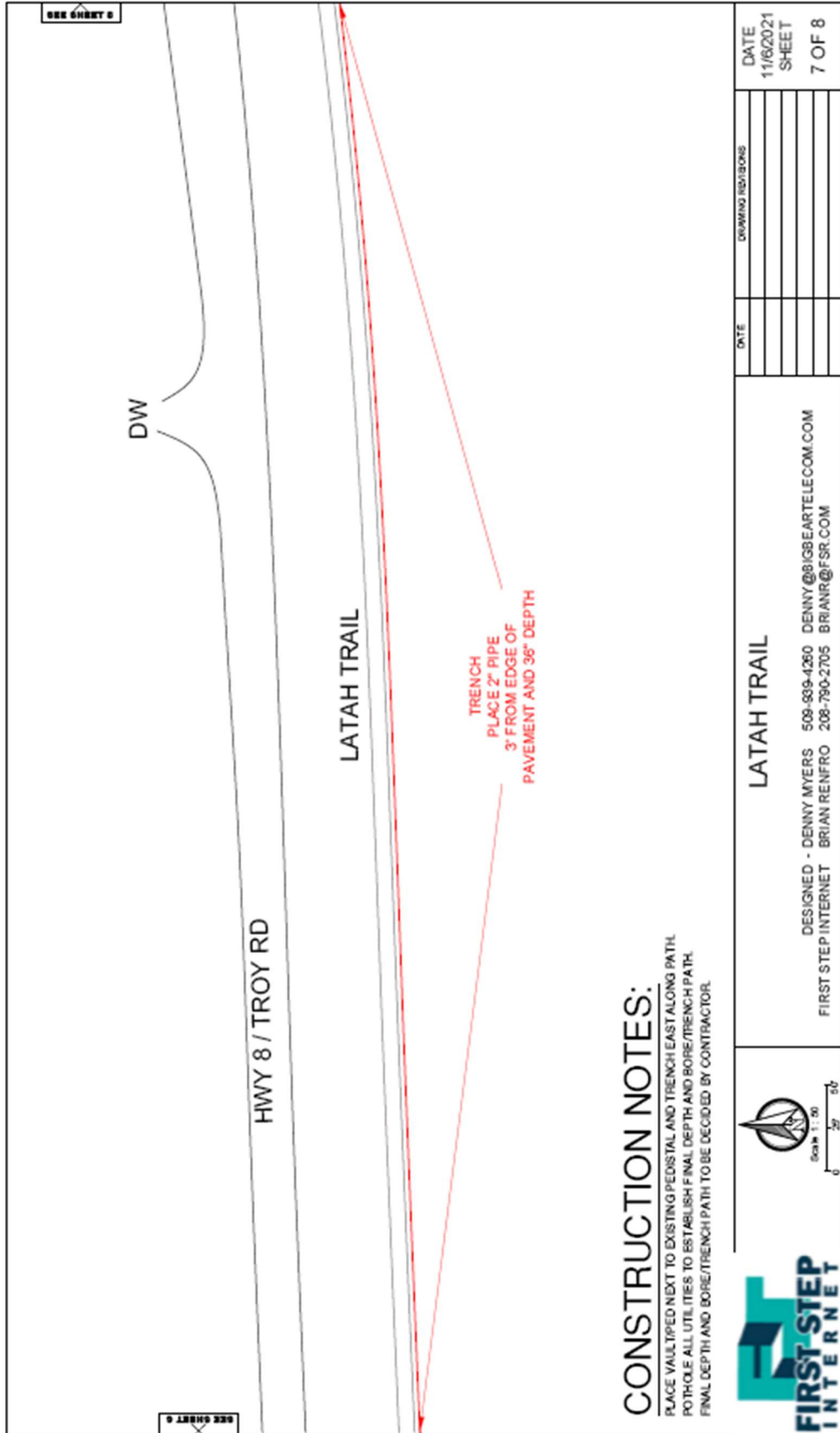
DESIGNED - DENNY MYERS 509-939-4260 DENNY@BIGBEARTELECOM.COM
FIRST STEP INTERNET BRIAN RENFRO 208-790-2705 BRIAN@FSR.COM

DATE	DRAWING REVISIONS
11/6/2021	
SHEET	
2 OF 8	









CITY COUNCIL STAFF REPORT

DATE: Monday, March 7, 2022



AGENDA ITEM TITLE

Public Hearing: 1604 & 1704 East D Street Proposed Rezone (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, Jon Staniewski, is requesting to rezone an approximately 4-acre area located at 1604 & 1704 East D Street. The parcel is currently zoned Farm, Ranch, and Outdoor Recreation (FR) which the applicant is proposing to rezone to the Moderate Density Single Family Residential (R-2) Zone. The purpose of the rezone request is to facilitate the separation of two single family dwellings from the pasture field that exists on the property which is currently within a conservation easement. The Planning and Zoning Commission conducted a public hearing on January 26, 2022 and recommended approval of the rezone request with no conditions.

STAFF RECOMMENDATION

Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Public Hearing Notice
3. Packet
4. P&Z RCS
5. Draft P&Z Minutes
6. Ordinance 2022 - 1604 1704 East D St Rezone_final
7. 1604 and 1704 D Street Rezone - Saralecos Letter to City Council

CITY OF MOSCOW COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

Hearing Date: March 7, 2022

GENERAL INFORMATION

Hearing Body: City Council

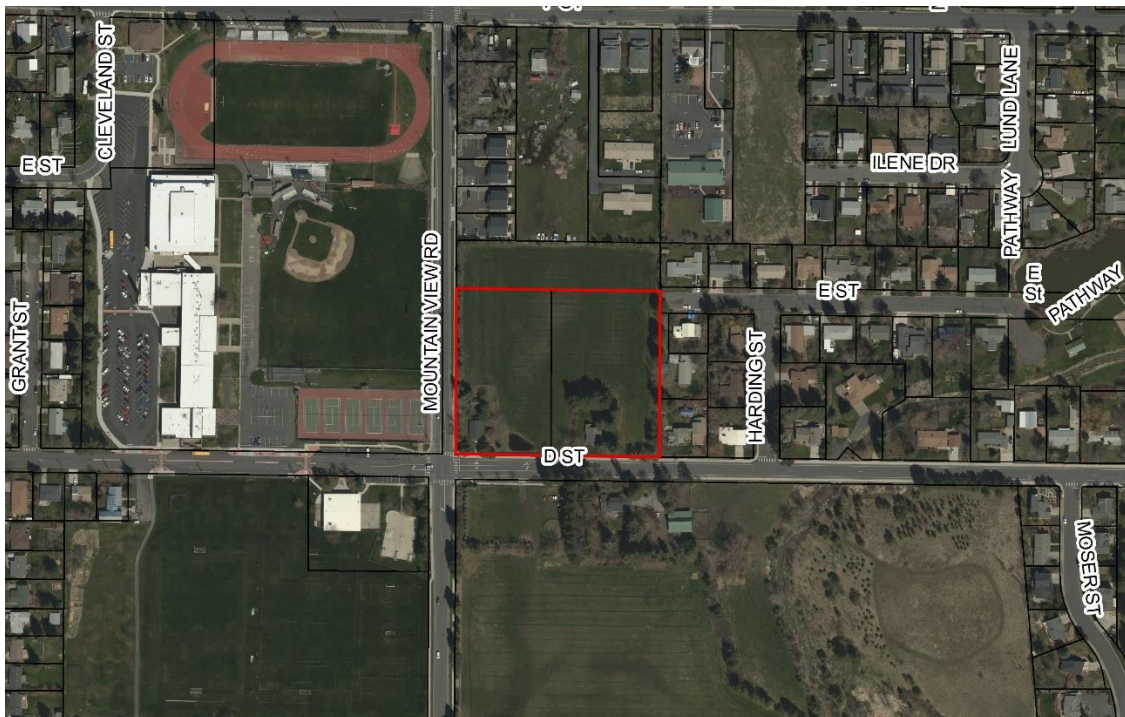
Subject: Proposal for Rezone of an approximately 4-acre area located at 1604 & 1704 East D Street from the Farm, Ranch, and Outdoor Recreation (FR) Zone to the Moderate Density Single Family Residential (R-2) Zone - LUP2021-0036

Attachments:

1. Public Hearing Notice
2. Rezone Application
3. Neighborhood Meeting Materials

STAFF REVIEW

Proposal: The applicant, Jon Staniewski, is requesting to rezone an approximately 4-acre area located at 1604 & 1704 East D Street. The parcel is currently zoned Farm, Ranch, and Outdoor Recreation (FR) which the applicant is proposing to rezone to the Moderate Density Single Family Residential (R-2) Zone. The purpose for the rezone request is to facilitate the separation of two single family dwellings from the pasture field that exists on the property which is currently within a conservation easement.



Aerial of Subject Property



Close-up Aerial of Subject Property

Site and Area Land Use: The subject property consists of a 4-acre area of land located on the northeast corner of 'D' Street and Mountain View Road. The subject property currently contains two single family dwellings and a pasture field. The applicant has indicated that there is a conservation easement around the entire property except for the land immediately surrounding the single-family dwellings.

The property is surrounded primarily by a residential neighborhood to the east and north, Moscow Middle School to the west, and the main Fosberg property to the south which contains a single-family dwelling with a small farm on a conservation easement.

Comprehensive Plan Land Use Designation:

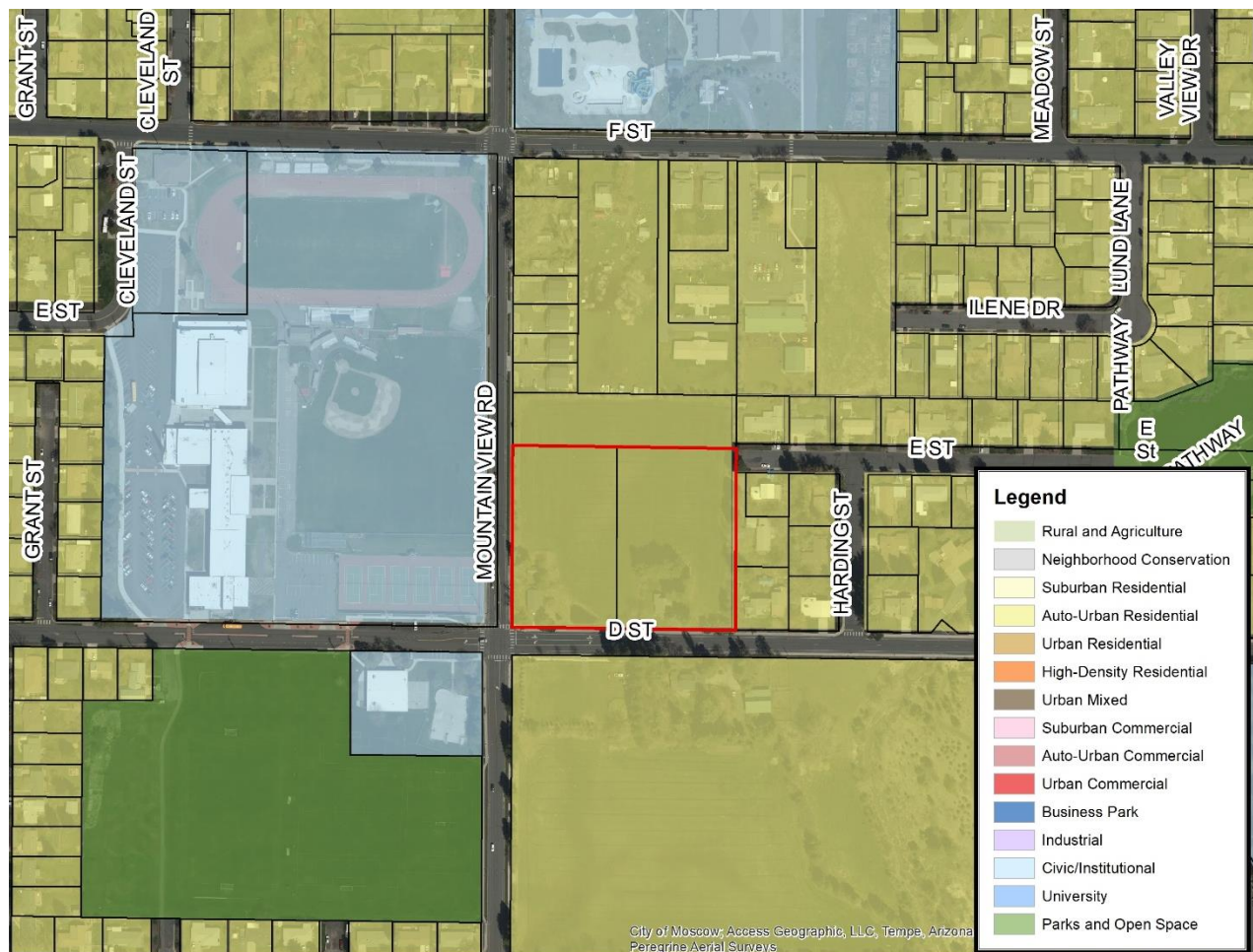
The entirety of the subject property is currently designated as Auto-Urban Residential (AU-R). According to the Comprehensive Plan, AU-R designated areas,

“contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and

townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

The surrounding properties to the north, east, and south are also designated as Auto-Urban Residential (AU-R). Moscow Middle School to the west is designated as Civic/Institutional (CI).

The subject property has property frontage on Mountain View Road and ‘D’ Street which are both designated as minor arterials in the 2019 Comprehensive Plan.



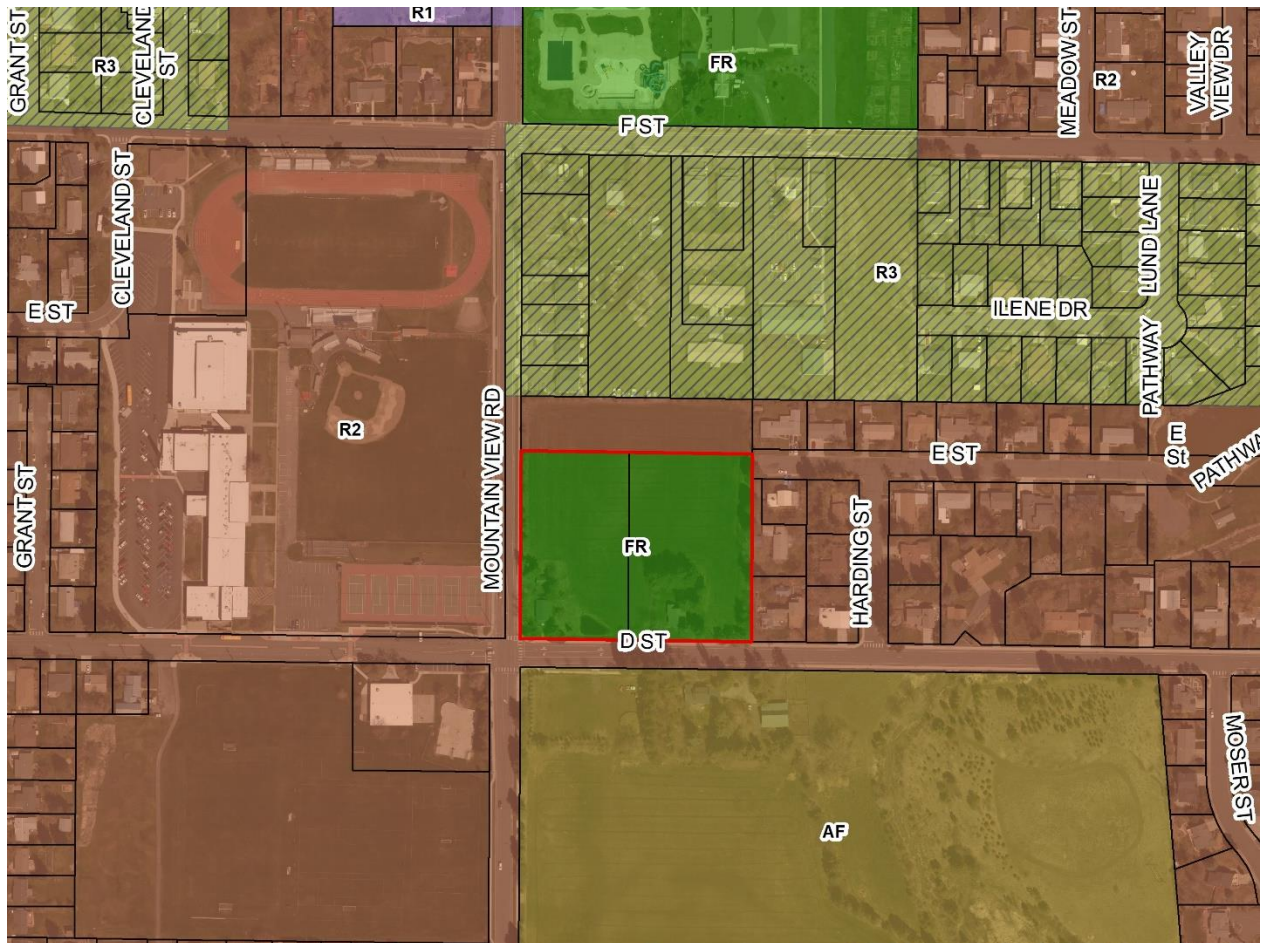
Current Comprehensive Plan Land Use Designation

Zoning: The proposal is to rezone the subject property from its current designation of Farm, Ranch, and Outdoor Recreation (FR) to the Moderate Density Single Family Residential (R-2) Zone. Surrounding properties to the west, north, and east are all located within the R-2 Zone, while the main Fosberg property to the south is located in the Agriculture/Forestry (AF) Zone.

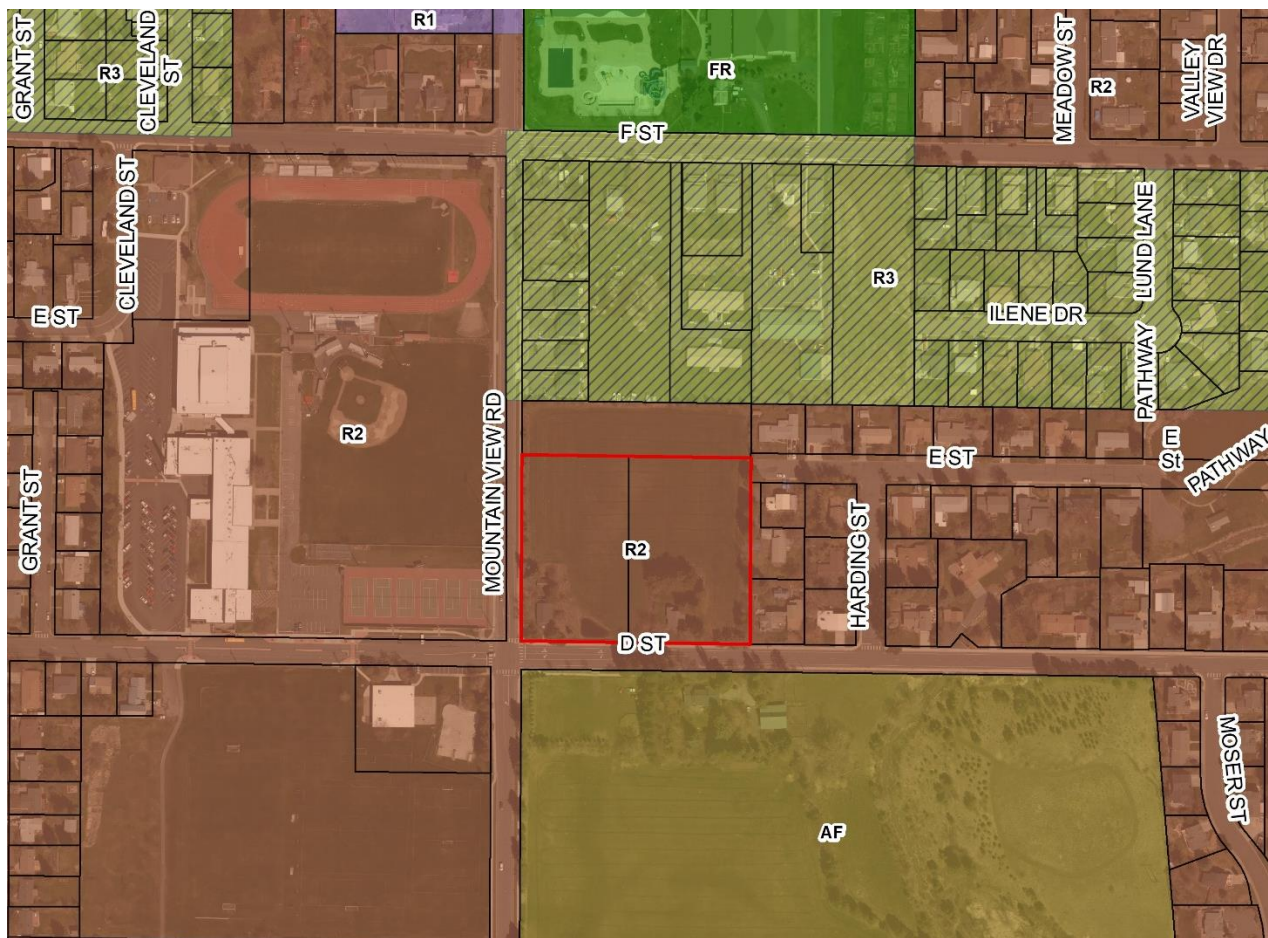
The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:

1. Single family dwellings predominate.
2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
3. Utilities and other public facilities are adequate for the densities allowed.
4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.

Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities.



Current Zoning



Proposed Zoning

Water and Sewer: There are existing water and sewer mains within the surrounding streets which are of sufficient capacity to accommodate any future use that the R-2 Zone would allow on the subject property.

Access, Streets, Traffic: The subject property is located adjacent to the intersection of Mountain View Road and 'D' Street which are both designated in the Thoroughfare Plan as minor arterials. There is currently one vehicular approach to the easternmost single-family dwelling on 'D' Street. There is an additional vehicular approach on Mountain View Road which provides access to the westerly single-family dwelling as well as the pasture field.

Other Issues: The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on November 17, 2021 to discuss the proposed rezone. All neighborhood meeting materials are attached.

Input from Other Agencies: None received.

RELEVANT CRITERIA & STANDARDS:

Rezone:

1. The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.
2. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.
3. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.
4. The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.
5. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.

RECOMMENDATIONS:

The Planning and Zoning Commission conducted a public hearing on January 26, 2022 and recommended approval of the rezone request with no conditions.

Staff recommends that the Council conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

NOTICE OF PUBLIC HEARING

Proposal for Rezone of an approximately 4-acre area located at 1604 & 1704 East D Street.
Permit Application LUP2021-0036

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

1. Rezoning of the subject property from the Farm, Ranch, and Outdoor Recreation (FR) Zone to the Moderate Density Single Family Residential (R-2) Zone.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Rezone on January 26, 2022 and recommended approval with no conditions.

MEETING DATE: Monday, March 7, 2022

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

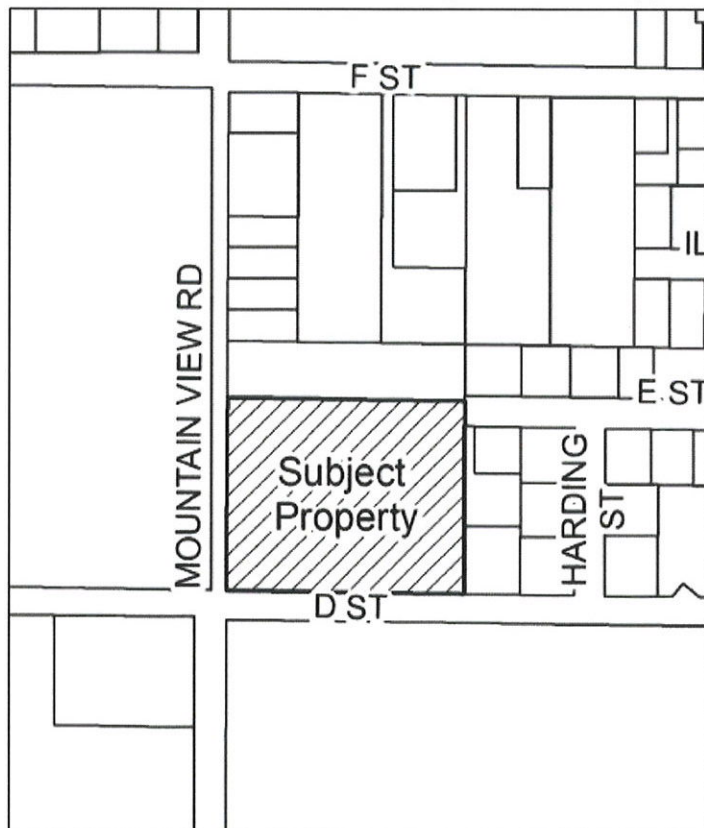
MEETING TIME: 7:00 p.m.

Note: Meeting start time is not necessarily indicative of the hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building, 504 S. Washington Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain

further information about the public hearing process and procedures on the City's Website at:
<https://www.ci.moscow.id.us/593/Public-Hearing-Notices>

Laurie M. Hopkins, Moscow City Clerk



Jennifer Fleischman, Deputy City Clerk

Publish: February 19, 2022

AUG 17 2021

City of Moscow

William C. Kirsch (Retired)
*Paul L. Clark**

KIRSCH & CLARK
A PROFESSIONAL
COMPANY
ATTORNEYS AT LAW
309 E. SECOND STREET
P.O. BOX 9384
MOSCOW, IDAHO 83843

Phone: 208/882-3598
Fax: 208/882-2283

August 16, 2021

Moscow Planning and Zoning Commission
City of Moscow
221 E. 2nd St.
Moscow, ID 83843

RE: Application for Zoning Amendment
Applicant: Fosberg Manor LLC
Parcels: 1604 and 1704 E. D Street

Greetings:

I represent Fosberg Manor LLC in this matter.

Fosberg Manor LLC requests the two parcels be rezoned from Farm-Ranch (FR) to Single Family (R-2).

Background.

The parcels lie north east of the intersection of Mountain View Road and D Street. Currently there are two single family homes, one on each parcel. These parcels are labeled Parcel 1 and Parcel 2 on the attached Quitclaim Deed. The balance of the parcels are currently devoted to growing grass hay. The majority of the parcels are covered by a Conservation Easement granted in 2010 by Maynard and Margaret Fosberg. The conservation easement excludes the area around each house creating residential lots of approximately ¼ acre each. Maynard and Margaret are both deceased. Their Trust directed these parcels be given to their grandchildren who have formed Fosberg Manor LLC to own the parcels.

Plan for the Parcels.

Fosberg Manor LLC's goal, is to divide the two parcels, separating the single-family homes from the land covered by the conservation easement. The parcel on the north side of the two subject parcels is also covered by the conservation easement (and currently zoned R-2). Eventually the three parcels covered by the conservation easement will be consolidated into one parcel with the two houses on separate parcels.

These are the proposed steps to reach the goal:

*Licensed in Idaho and Washington

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City of Moscow

1. Rezone these two parcels to R-2.
2. Apply for lot divisions to create individual lots for the two houses and consolidate the three resulting parcels covered by the conservation easement into a single parcel.
3. Apply for a rezone of the parcel covered by the conservation easement to change from R-2 to FR.

The requested rezone from FR to R-2 will not impact the City other than to provide two additional residential lots to be taxed as residences (currently in the FR zone). There will be no change in land use, no change in impact on City services.

The advantage provided by the rezone will be to bring zoning designations into line with land use and align the zoning of the area covered by the conservation easement with its current and future use. (The conservation easement prevents any residential development or significant change in use of the land it covers.)

Please approve the Application.

Respectfully:



Paul Clark
Attorney at Law

Enclosure

Cc: Jon Staniewski



**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph.: 208-883-7035
Fax: 208-883-7033
jfleischman@ci.moscow.id.us

For City Use Only

Date Received			
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$895	
Receipt Number			

RECEIVED

AUG 17 2021

APPLICATION FOR ZONING AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

City of Moscow

1. Applicant

Name: Jon Staniewski Telephone: 615-260-6022
424 Patterson St, Nashville, TN 37211
 (Home address)

Relationship to affected property (please check one):

Owner ☐ Purchaser ☐ Lessee ☐ Other ☒ (explain below)

Registered agent of Owner

2. Owner of Affected Property (if other than applicant)

Name: Fosberg Manor LLC Telephone: _____
424 Patterson St, Nashville, TN 37211
 (Home address)

3. Location of Affected Property: 1604 & 1704 E. D St.

Legal Description: Schumacher Addition 89.10
 (Subdivision) (Block) (Lot)

If described by Metes and Bounds, please attach deed on a separate sheet.

INFORMATION ON REQUESTED REZONE**4. Proposal:** The applicant requests a rezone on the above-described property as follows:

From: Form-Ranch (FR) to: Single Family (R-2)
 (Current zoning) (Proposed zoning)

5. Reason: Applicant requests a rezone for the following reason(s):

To facilitate division of parcels removing single family residences from pasture in conservation easement.

6. Before the Moscow Planning and Zoning Commission can approve a zoning amendment request, the Commission must first make findings of compliance with the following five Relevant Criteria and Standards. Please indicate in the spaces provided below what you believe to be justification showing compliance with each item:

A. The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.

See Attached

B. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.

See Attached

C. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.

See Attached

D. The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.

See Attached

E. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by existing transportation network, public facilities and services.

See Attached

Notification: The Idaho Code requires that all property owners located within 300 feet of the affected property receive notification of the public hearing to be conducted by the Planning and Zoning Commission regarding any rezone request.

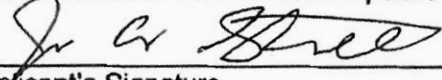
The Planning and Zoning Commission shall have the authority to require any additional information they consider necessary to render a fair decision and recommendation on a rezone request. The Commission may recommend and the City Council may require additional conditions and limitations as specified in Section 4-9-3C of the Moscow Code.

All questions addressed on this application and the application itself must be filed with the Moscow City Planner at least twenty-one (21) days prior to the hearing date. The applicant will be notified by the City as to the time and place of the hearing pertaining to this application. The applicant or his/her duly-appointed representative must be present at the public hearings held before both the Planning & Zoning Commission and the City Council.

The following materials must be included with this application:

1. Application fee.
2. If a legal description of the affected property is given by Metes and Bounds, a separate sheet containing that description.

I understand this information is a public record and may be posted to a public website.


Applicant's Signature

8.16.2021
Date


Property Owner's Signature
* on behalf of Fosberg Menor LLC

8.16.2021
Date

Addendum: Application for Zoning Amendment

1604 and 1704 E. D Street

Item 6A: The proposed rezone is consistent with the Comprehensive Plan goals, objectives, and implementation actions.

The rezone will not change any land use. The surrounding area is zoned R-2. The subject parcels has a single-family residence on a lot this is approximately ¼ acre. The rest of the parcels is in a conservation easement and will remain pasture or a hay field. This rezone will:

- Promote the conservation of valuable agricultural lands and Moscow's surrounding rural landscape. (Goal/Objective 1.1.2 Chapter 1, 1.4.2)
- Will protect existing neighborhood identify and character. (Goal/Objective: 1.1.2 Chapter 2)
- Preserve and enhance special areas of the community to celebrate the community's identity, character, and heritage. (Goal/Objective: 1.1.2 Chapter 2)

Item 6B: The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.

The rezone will not change land uses or impact community services or facilities.

Item 6C: The uses expected to occur as a result of the rezone will be compatible with the surrounding area.

The uses will not change. The surrounding area is zoned R-2. The single-family houses on the parcels will be compatible with the surrounding zone.

Item 6D: The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.

The rezone does not change current use and does not alter the expectation that no additional development will occur as a result of the rezone. No change will occur to the burden on services provided.

Item 6E: The size, type, and density of development expected to occur as a result of the rezone can be adequately served by existing transportation network, public facilities and services.

No change to demands on the transportation network, public facilities or services.

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AUG 17 2021

City of Moscow

Recieved 08-17-2021

NO. _____
 AT THE REQUEST OF
KIRSCH + CLARK
 DATE & HOUR
7.15.2021 11:43
 HENRIANNE K. MUSTWEG
 LATAH COUNTY RECORDER
 FEE \$ 15.00 BY [Signature]

QUITCLAIM DEED**RECEIVED****AUG 17 2021****City of Moscow****GRANTORS:**

Jon Andrew Staniewski
 424 Patterson St.
 Nashville, TN 37211

Amee Howard
 1707 E. D St.
 Moscow, ID 83843

Katharine Gross
 1301 Vesta Circle
 Lafayette, CO 80026

dealing in their separate property, for no consideration grant, convey, and quitclaim to the

GRANTEE:

Fosberg Manor LLC
 135 McKinnon Ranch Road
 Sandpoint, ID 83864-0510

all of GRANTOR's interest in, including any after acquired interest, in the following described real estate and premises situated in the Town of Moscow, County of Latah, State of Idaho, more particularly described as:

Parcel 1

The North 110 feet of Lots 8, 9, and 10 of Schumacher's Addition to Moscow, as shown by the recorded plat thereof, in Section 9, Township 39 North, Range 5 West Boise Meridian.

Parcel 2

The South 377.35 feet of Lot ten (10) and the south 377.35 feet of the West half of Lot Nine (9) of Schumacher's Addition to Moscow, in Section nine (9), Township thirty-nine (39) North, Range five (5), West of the Boise Meridian.

Parcel 3

The South 377.35 feet of Lot Eight (8) and the South 377.35 feet of the East one-half of Lot Nine (9) of Schumacher's Addition to the City of Moscow, as shown by the recorded plat thereof.

QUITCLAIM DEED**PAGE 1 OF 3****Recieved 08-17-2021**

616609

Subject to the Deed of Conservation Easement dated December 7, 2010 and recorded as Instrument 541471 on December 9, 2010, Latah County Recorder.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said GRANTEES, their heirs and assigns forever.

DATED this 8th day of July, 2021.

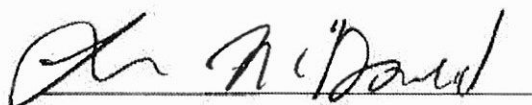

Jon Andrew Staniewski

STATE OF TENNESSEE)
) ss.
County of Davidson)

On this 8th day of July, 2021, before me a notary public, personally appeared Jon Andrew Staniewski, and proved to me by satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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





Notary Public in and for
the State of Tennessee
Residing in Davidson County
My commission expires: 05-09-2023

DATED this _____ day of July, 2021.


Amee Howard

STATE OF ALASKA)
) ss.
Borough of Matanuska-Susitna)

On this 12th day of July, 2021, before me a notary public, personally appeared Amee Howard, and proved to me by satisfactory evidence to be the person whose name is subscribed to

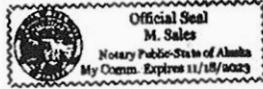
QUITCLAIM DEED

PAGE 2 OF 3

Recieved 08-17-2021

the within instrument and acknowledged to me that she executed the same.

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



M. Sales
Notary Public in and for
the State of Alaska.
Residing in Wasilla AK.
My commission expires: 11/18/2023.

DATED this 13th day of July, 2021.

Katharine Gross
Katharine Gross
KAG

STATE OF IDAHO)
) ss.
County of Latah)

On this 13 day of July, 2021, before me a notary public, personally appeared Katherine Gross, and proved to me by satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Paul L. Clark
Notary Public in and for
the State of Idaho.
Residing in Moscow.
My commission expires: 1-7-2026.

520005

T 39 N, R 5 W, S 9

LEGAL DESCRIPTIONS

PARCEL 1

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

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
Thence N 45°31'09" E, 42.22 feet to a point at the intersection of the North right-of-way of D Street and the East right-of-way of Mountain View Road, said point being the POINT OF BEGINNING;
Thence continuing along said East right-of-way N 00°14'32" E, 132.13 feet;
Thence leaving said East right-of-way S 89°12'14" E, 93.74 feet;
Thence S 00°14'32" W, 132.13 feet to a point along said North right-of-way;
Thence continuing along said North right-of-way N 89°12'14" W, 93.74 feet to the POINT OF BEGINNING.

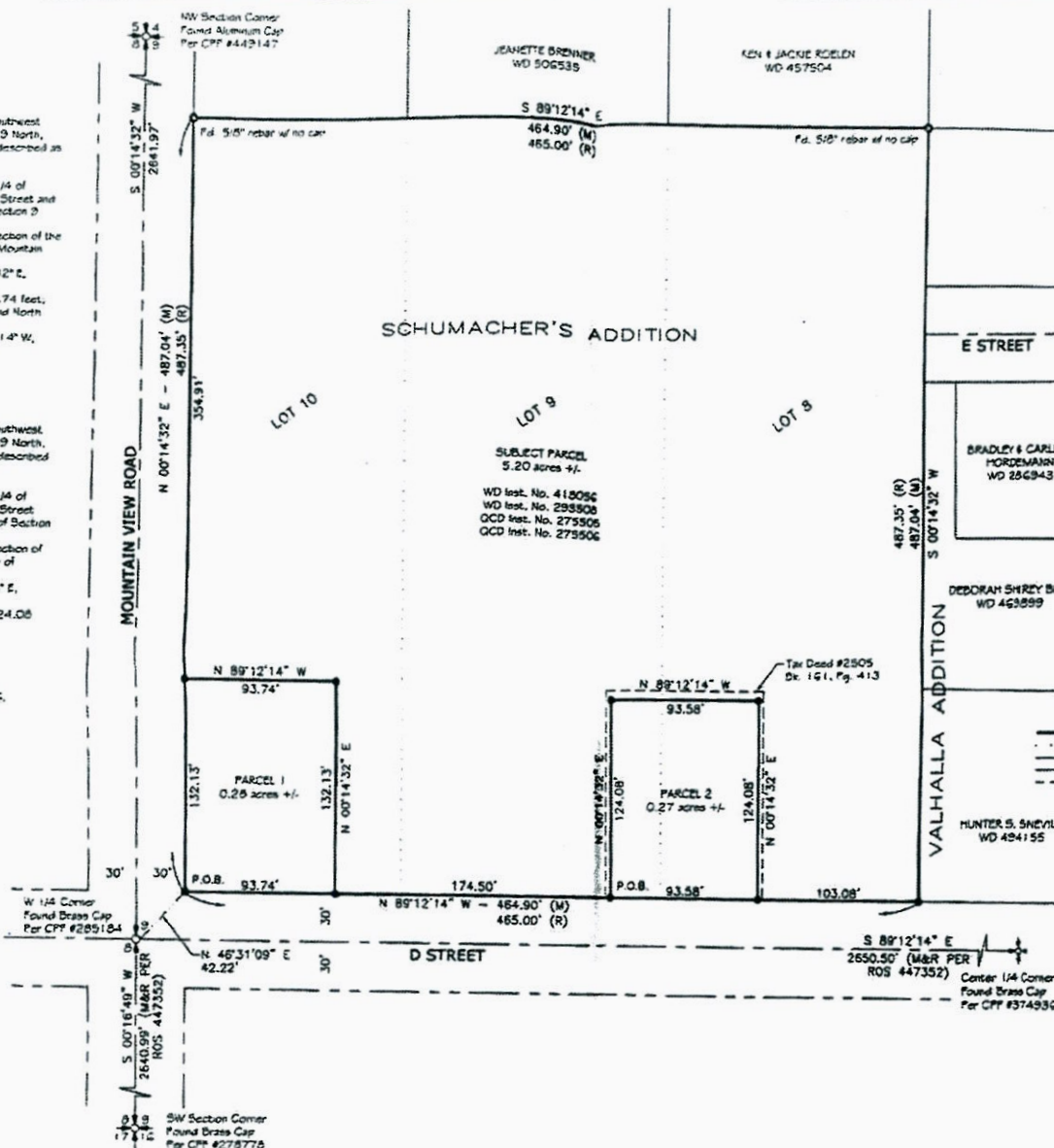
Containing 0.25 acres, more or less.

PARCEL 2

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

COMMENCING at the Southwest Corner of the Northwest 1/4 of Section 9, said point being the centerline intersection of D Street and Mountain View Road, from which the Northwest corner of Section 9 bears N 00°14'32" E, 2641.97 feet;
Thence N 45°31'09" E, 42.22 feet to a point at the intersection of the North right-of-way of D Street and the East right-of-way of Mountain View Road;
Thence continuing along said North right-of-way S 89°12'14" E, 268.24 feet to the POINT OF BEGINNING;
Thence leaving said North right-of-way N 00°14'32" E, 124.08 feet;
Thence S 89°12'14" W, 93.55 feet;
Thence S 00°14'32" W, 124.08 feet to a point along said North right-of-way;
Thence continuing along said North right-of-way N 89°12'14" W, 93.55 feet to the POINT OF BEGINNING.

Containing 0.27 acres, more or less.



RECORD OF SURVEY

A Division of Land Located in
lots 8, 9 & 10 of Schumacher's Addition
Section 9, T39N, R5W, Boise Meridian
City of Moscow
Latah County, Idaho



ORIGINAL SCALE: 1" = 50 FEET
GDD FILE: Following survey

LEGEND

- Set 5/8" x 30" Long Rebar w/cap LS 10162
- Found Property Corner as Described
- Calculated Position - Nothing Found or Set
- ✚ Found Section or 1/4 Section Corner
- ✚ Found Sectional Subdivision Corner
- (M) Measured
- (R) Record
- Subject Property Boundary Line
- Existing Schumacher's Addition Lot Line
- Containing
- Right of Way Line
- Tax Deed #2505 Boundary Line

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found West 1/4 and the Center 1/4 Corners of Section 9, said bearing being S 89°12'14" E.

SURVEY REFERENCES

- 1) GCD, Inst. No. 275505
- 2) GCD, Inst. No. 275506
- 3) WD, Inst. No. 293508
- 4) WD, Inst. No. 418056
- 5) RDS, Inst. No. 447352
- 6) Valhalla Addition to City of Moscow, Inst. No. 260648
- 7) Schumacher's Addition, Book 3 of Maps, Page 9

SURVEYORS CERTIFICATION

This map correctly represents a survey made by me or under my direction in accordance with the Survey Recording Act and at the request of Maynard Fosberg in December, 2007.



John L. Dunn - Idaho Professional Land Surveyor

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF Maynard Fosberg
AT 3:51 PM THIS 11th DAY OF Feb 2007
RECORDED Susan Petersen
DEPUTY



RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

\$
OF
1

101 South Main Street, Suite 100, Moscow, Idaho 83840 208-887-0007 www.rimrockinc.com

RECEIVED

AUG 17 2021

City of Moscow

DATE	STATE	COUNTY	PROJECT	DRAWN BY
DECEMBER, 2007	ID	LATAH	FOSEBERG	ECB

William C. Kirsch (Retired)
*Paul L. Clark**

KIRSCH & CLARK

A PROFESSIONAL
 COMPANY
 ATTORNEYS AT LAW
 309 E. SECOND STREET
 P.O. BOX 9384
 MOSCOW, IDAHO 83843

Phone: 208/882-3598
Fax: 208/882-2283

December 29, 2021

City of Moscow
 504 S. Washington St.
 Moscow, ID 83843

RE: Application for Zoning Amendment
 Fosberg Manor, LLC
 Subject Property: 1604 and 1704 E. D Street

Report of Neighborhood Meeting

Greetings:

The Application filed August 16, 2021, requested the parcels be rezoned so they can be divided.

A Neighborhood meeting was held November 17, 2021, at 6:45 pm at the Eggan Youth Center, Moscow, Idaho.

Attached are the following:

- ☐ Names and addresses of all property owners who were sent notice of the meeting.
- ☐ Meeting Notice that was mailed.
- ☐ Map and FAQ mailed with Meeting Notice.
- ☐ Materials distributed at the meeting
 - o Conservation Easement Facts
 - o Current Status diagram and Future State diagram
- ☐ Sign in sheet from meeting showing 6 attendees.
- ☐ Summary of Minutes of Meeting

At the Neighborhood meeting there were two main concerns: whether the open field would be subdivided/developed and tax status for owners. The tax concern is not relevant to the neighbors.

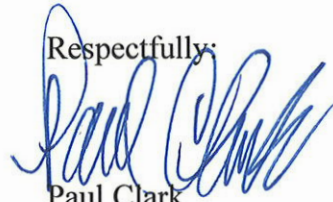
The development concern was addressed with a handout explaining the conservation easement and the controls it imposes on use of the property burdened by the easement. The

*Licensed in Idaho and Washington

neighbors were assured that the easement would continue to keep the undeveloped field in substantially the same condition and type of use. The two lots with houses on them will be divided off from the larger parcels and continue to be zoned R-2.

No changes to the original proposal are planned.

Respectfully:



Paul Clark
Attorney at Law

Enclosure
Cc: Jon Staniewski

Christine Oulman 1013 Cedar Ave Moscow, ID 83843	Mark McGuire 1908 E D St Moscow, ID 83843	Erika Gaskill 530 N Harding St Moscow, ID 83843
James Cripe, Jr 11033 198th Pl Se Snohomish, WA 98296	Dannette Klontz 1908 E E St Moscow, ID 83843	Moscow School District #281 650 Cleveland St Moscow, ID 83843
Jeanette Brenner 1112 15th Ave Spokane, WA 99203	Mark Watson 1913 E E St Moscow, ID 83843	Jacob Woodall PO Box 1083 Selah, WA 98942
Linda Bentley 12501 Wawawai Rd Colton, WA 99113	Helen Sprenke 1918 E E St Moscow, ID 83843	Ronald Mastrogiuseppe PO Box 3303 Moscow, ID 83843
KJP Investments, LLC 13904 2nd St SE Snohomish, WA 98290	Jon Kimberling 1923 E E St Moscow, ID 83843	Community Planning & Design PO Box 9203 Moscow, ID 83843
Deborah Bell Living Trust 1719 E E St Moscow, ID 83843	Erin Linskey 1924 E D St Moscow, ID 83843	Stubbs PO Box 9444 Moscow, ID 83843
Bradley Hordemann 1723 E E St Moscow, ID 83843	Maja Huff 1937 Ilene Dr Moscow, ID 83843	Mountain View Hill PO Box 9734 Moscow, ID 83843
Moscow Charter School 1723 E F St Moscow, ID 83843	Jacob Harbin 1938 Ilene Dr Moscow, ID 83843	Rachel Johnson 1808 E E St Moscow, ID 83843
Tabitha Brown 1724 E D St Moscow, ID 83843	Travis Dawson 1951 Ilene Dr Moscow, ID 83843	Evelyn Simon 1816 E E St Moscow, ID 83843
Allen Tedrow 1724 E E St Moscow, ID 83843	Magan Smith 1973 Ilene Dr Moscow, ID 83843	Mark Schemmer 1824 E D St Moscow, ID 83843
John Carnahan 1808 E D St Moscow, ID 83843	Mark Boehne 2004 E E St Moscow, ID 83843	Leland Connelly 1824 E E St Moscow, ID 83843

SW6, LLC 2780 N Mountain View Rd Moscow, ID 83843	Tia Benjamin 1855 E Stratford Dr Hayden, ID 83835
Kevin Kilwein 3236 Highway 8 Moscow, ID 83843	Shirley Jones 1903 E E ST Moscow, ID 83843
Helene Rogalski 402 N Monroe St Moscow, ID 83843	
Perrine Rental Properties 415 S Lincoln St Moscow, ID 83843	
Elsie Sakuma 519 N Harding St Moscow, ID 83843	
William White 520 N Harding Moscow, ID 83843	

William C. Kirsch (Retired)
*Paul L. Clark**

KIRSCH & CLARK
A PROFESSIONAL
COMPANY
ATTORNEYS AT LAW
309 E. SECOND STREET
P.O. BOX 9384
MOSCOW, IDAHO 83843

Phone: 208/882-3598
Fax: 208/882-2283

October 21, 2021

Moscow, ID 83843

RE: Neighborhood Meeting about Re-zone from Farm-Ranch (FR) to Single Family (R-2)
Applicant: Fosberg Manor LLC
Parcels: 1604 and 1704 E. D Street

Greetings:

I represent Fosberg Manor LLC in this matter. Fosberg Manor LLC is owned by Maynard and Margaret Fosberg's three grandchildren. They inherited the subject property after the death of both Maynard and Margaret.

Fosberg Manor LLC requests two parcels be rezoned from Farm-Ranch (FR) to Single Family (R-2). Moscow City Code requires a Neighborhood Meeting before a change in Zoning.

NOTICE:

A Neighborhood Meeting will be held November 17, 2021 at 6:45 pm in the Eggan Youth Center, 1515 E. D Street.

At the Neighborhood Meeting public comment will be taken regarding the proposed Re-zone of 1604 and 1704 E. D Street

You are welcome to attend the neighborhood meeting if you have questions or want to make a comment about the re-zone. See attached FAQ and site map.

Respectfully:

Paul Clark
Attorney at Law

Enclosure

Cc: Fosberg Manor LLC, Jon Staniewski Managing member

*Licensed in Idaho and Washington

Frequently Asked Questions

What is the background for the Re-zone?

The parcels lie north east of the intersection of Mountain View Road and D Street. Currently there is a single-family home on each parcel with most of the parcels devoted to growing grass hay. These parcels are labeled Parcel 1 and Parcel 2 on the attached site map.

What is the current use of the property?

The hay fields surrounding the houses are in a Conservation Easement granted in 2010 by Maynard and Margaret Fosberg. The conservation easement excludes the area around each house creating residential lots of approximately ¼ acre each. The two houses are currently rented for residential occupancy.

How big are the two residential lots?

1604 E. D (Western lot) is approximately 132' x 94'; 1704 E. D (Eastern lot) is approximately 124' x 94'.

What will change if the Re-zone is approved?

Nothing. Fosberg Manor LLC's goal is to split the home lots from the hay fields. The homes will continue to be rented as residences or sold (compatible with the R-2 zone). The hay fields will continue to be farmed.

The Conservation Easement requires the hay field portion remain in its current use. The strip of land to the north of the two parcels (Parcel 3 on the site map) is also part of the Conservation Easement. Eventually the three parcels covered by the Conservation Easement (minus the two home lots) will be consolidated into one parcel.

What does R-2 Zoning mean?

The R-2 Zoning District is defined in City code [Title 4, Sec. 2-4(E)]:

Moderate Density, Single Family Residential Zoning District (R-2). Purpose: The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:

1. Single family dwellings predominate.
2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
3. Utilities and other public facilities are adequate for the densities allowed.
4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.

Can the hay fields be subdivided and developed?

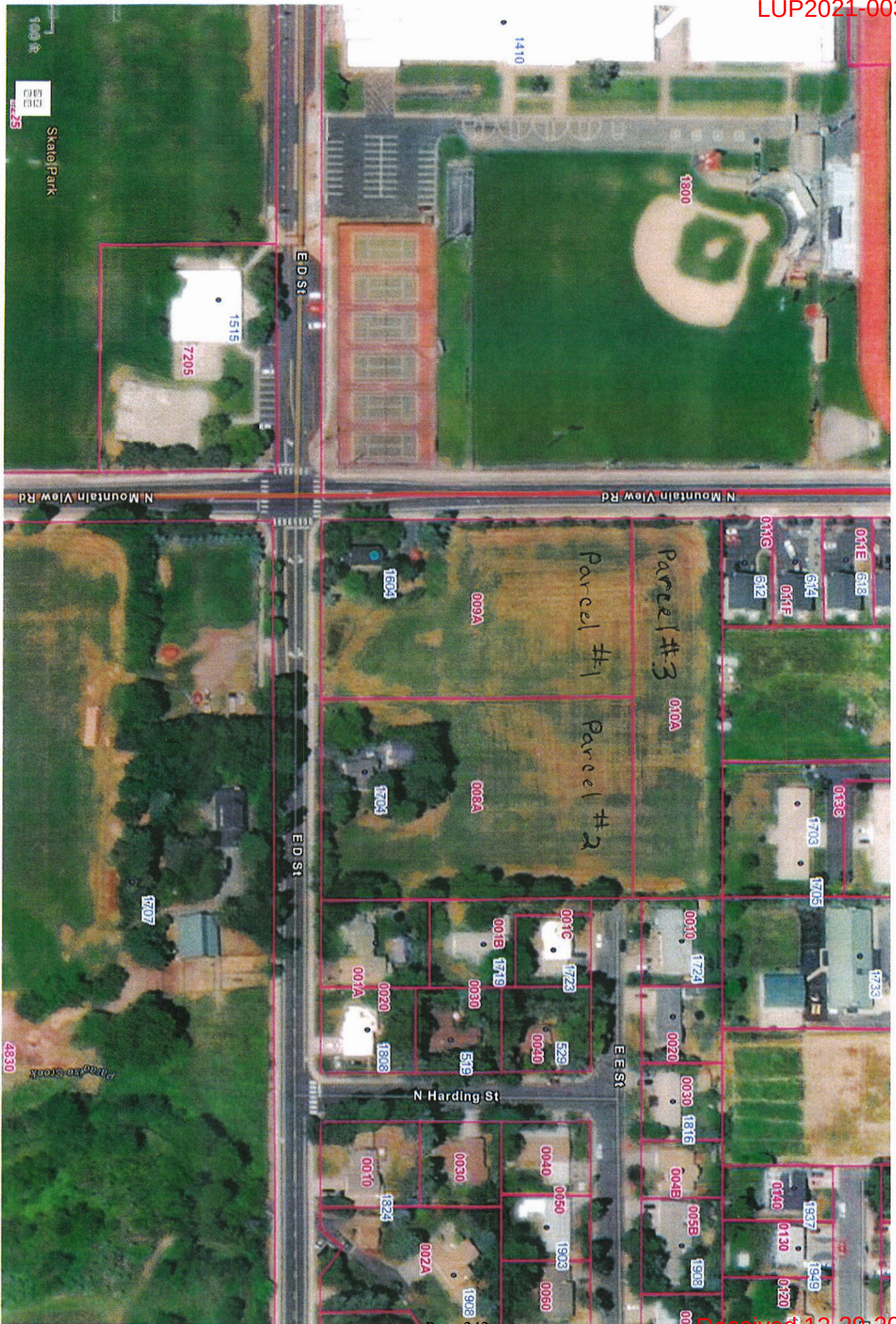
No. The hay fields will continue to be cultivated in generally the same way they are now, as regulated by the Conservation Easement. The Conservation Easement locks in the current use.

Will the Re-zone change traffic at D St. and Mountain View?

No. There will not be a change of traffic volume or the nature of the vehicles using the city streets adjacent to the parcels. The two homes will be occupied, the fields will be farmed as they presently are.

I can't attend the Neighborhood Meeting but want to comment, what can I do?

After the Neighborhood Meeting the Planning and Zoning Commission will hold a public hearing to consider the Re-zone request. You can attend and make comments then.



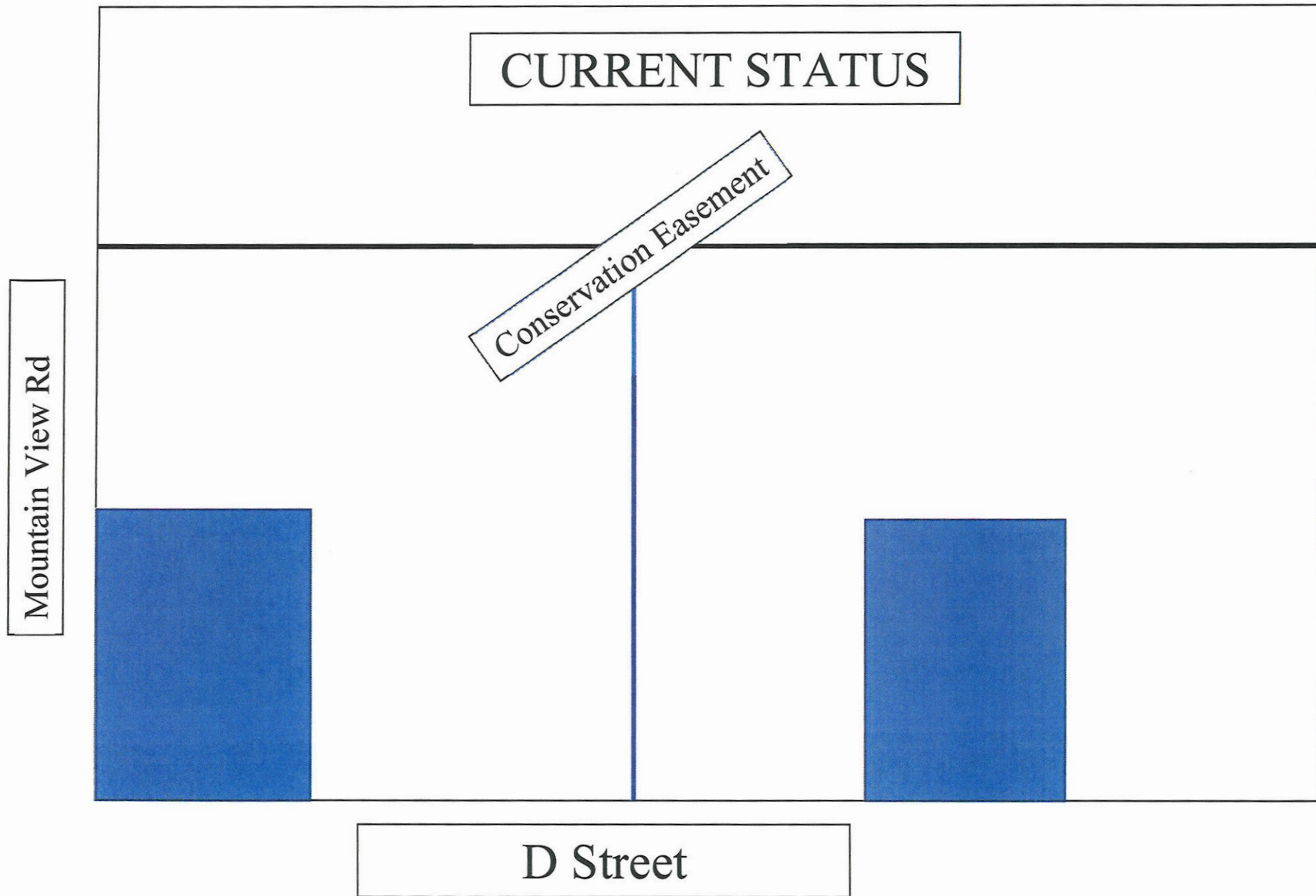
Conservation Easement Facts

Created in 12/7/2010

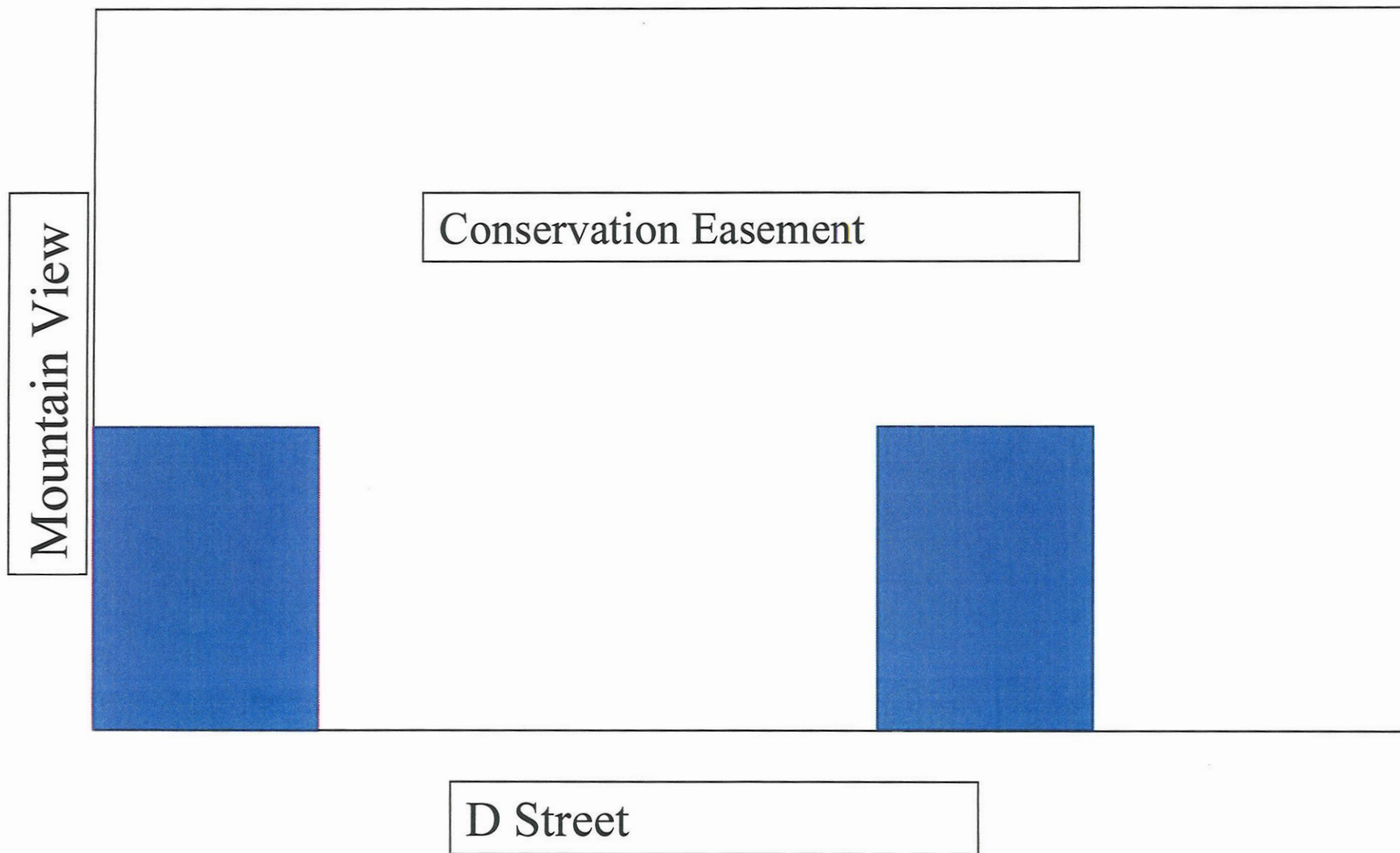
Grantor: Maynard and Margaret Fosberg

Grantee: Palouse Land Trust

1. Conservation Easement sticks to land, passes from owner to owner as a burden on the land. A sale or transfer of ownership will not remove the easement.
2. Purpose: to assure that the property will be retained forever predominantly in its natural, scenic, and open space condition and to prevent any use of the property that will significantly impair or interfere with the Conservation Values.
 - a. Uses of the property only those consistent with this purpose and the Conservation Values.
3. Owner's Rights
 - a. Engage in the current and historical uses they make and have made of the Property, including, the harvest of seeds and plants, and collection of invertebrate and vertebrate specimens, and plant and soil samples for educational and scientific purposes.
4. Prohibited uses
 - a. Subdivision
 - b. Commercialization/industrial development (except those relating to agriculture, education, or maintenance)
 - c. Construction and improvements—buildings, structures, or other improvements (e.g., roads, parking lots, and utility lines and related facilities) except fences
 - d. Surface alteration, excavation, removal of soil, sand, gravel, rock, peat, sod, or organic matter (except to preserve the Conservations Values)
 - e. Mineral development
 - f. Waste disposal
 - g. Storage tanks and utility systems (including water, sewer, power, fuel, communication lines) except irrigation
 - h. Signs (billboards, etc.) except informational and interpretive signs supportive of Conservation Values



FUTURE STATUS



PLEASE SIGN IN

NAME	ADDRESS
DAVID White	1724 E. D ST moscow
Tabitha Brown	same
Elsie Sakoma	519 N. Harding St
Bonnie Sampson	632 N. Mt. View
Evelyn Simon Phil Shinn	1816 EE St moscow

RE: Application for Zoning Amendment
 Fosberg Manor, LLC
 Subject Property: 1604 and 1704 E. D Street

Neighborhood Meeting Minutes

Number in attendance: 6

Paul Clark explained diagrams of property, current and future status; explained relevant City Code, explained Conservation Easement.

Question: Will E street be extended through the property?

Answer: No, unless the City condemns the property.

Question: T. Brown—can comments be made at neighborhood meeting and at public hearing.

Answer: yes

Question: D. White—why want to change zoning

Answer: Grandkid who inherited want to sell off rental house on corner of D and Mt. View which is not in Conservation Easement.

Question: T. Brown how long is process and can things change for the worse, i.e., land development.

Answer: no

Question about tax implications

Question: T. Brown, concern that condo be built on corner creating more traffic, danger for kids.

Answer: R-2 means single family

Question: E. Sakuma, wonders about tax burden on land with temporary R-2 zone (easement portion).

More questions about two step rezone process and easement property temporarily in R-2 with higher taxes

Answer: conservation easement controls use of property (not 2 house lots) and that use won't change. Tax issue is one for Fosberg Manor and not neighbors.

Question on whether a vote taken at meeting

Answer: no voting, just gathering comments.

Question: D. White are there restriction on R-2 that interfere w/ herbicide and maintenance

Answer: property has been farmed, sprayed for years without problem. More chemicals used on residential lots typically than pasture

Question: E. Sakuma concern about two step process and difficulty for Fosberg Manor

Question: B. Sampson why R-2 and not R-1.

Answer: City dictated that need to change residential lots to R-2 before splitting off from land in Conservation Easement.

No modifications are contemplated as a result of comments at the Neighborhood meeting. Neighbors were concerned that more dense development would occur. Were assured that Conservation Easement keeps agricultural land in its current use, cannot develop. Simply want to divide parcels so two residential lots are separate parcels (so one can be sold). No desire to change overall use of property.

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONE OF AN APPROXIMATELY FOUR (4) ACRE PROPERTY LOCATED AT 1604 & 1704 EAST D STREET WITHIN THE CITY OF MOSCOW FROM THE FARM, RANCH, AND OUTDOOR RECREATION (FR) ZONE TO THE MODERATE DENSITY SINGLE FAMILY RESIDENTIAL (R-2) ZONE.

WHEREAS, the applicant filed an application for Rezone on December 29, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on January 26, 2022; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property consists of a 4-acre area of land located on the northeast corner of 'D' Street and Mountain View Road. The subject property currently contains two single family dwellings and a pasture field. The applicant has indicated that there is a conservation easement around the entire property except for the land immediately surrounding the single-family dwellings.
3. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential.
4. According to the 2019 Comprehensive Plan, Auto-Urban Residential designated areas are intended to,

"contain predominantly single family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and

Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate."

5. The surrounding properties to the north, east, and south are also designated as Auto-Urban Residential (AU-R). Moscow Middle School to the west is designated as Civic/Institutional (CI).
6. The subject property is currently zoned Farm, Ranch, and Outdoor Recreation (FR) and the applicant is proposing to rezone the property to the Moderate Density Single Family Residential (R-2) Zone.
7. According to the City of Moscow Zoning Code, the R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:
 1. Single family dwellings predominate.
 2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
 3. Utilities and other public facilities are adequate for the densities allowed.
 4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.
12. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities.
13. There are existing water and sewer mains within the surrounding streets which are of sufficient capacity to accommodate any future use that the R-2 Zone would allow on the subject property.
14. The subject property is located adjacent to the intersection of Mountain View Road and 'D' Street which are both designated in the Thoroughfare Plan as minor arterials. There is currently one vehicular approach to the easternmost single-family dwelling on 'D' Street. There is an additional vehicular approach on Mountain View Road which provides access to the westerly single-family dwelling as well as the pasture field.
15. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on November 17, 2021 to discuss the proposed rezone. All neighborhood meeting materials are attached.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed rezone is consistent with the existing 2019 Comprehensive Plan Land Use Designation of Auto-Urban Residential.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed R-2 Zone provides a continuation of the existing R-2 Zone to the west, north, and east. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.

3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area.
4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the area of public infrastructure.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street access via Mountain View Road and 'D' Street, which are both minor arterial streets which can adequately serve any proposed development allowed in the R-2 Zone. City water, sanitary sewer, and storm sewer mains are currently extended to the subject property.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the rezone request for the approximately four (4) acre property from the Farm, Ranch, and Outdoor Recreation (FR) Zone to the Moderate Density Single Family Residential (R-2) Zone with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this

26th day of January, 2022.



Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION



Robb Parish
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting ~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

**Wednesday
January 26, 2022**

7:00 PM

**Council Chambers
206 E Third Street**

The meeting was called to order at 6:59 PM

MEMBERS PRESENT: Robb Parish, Chair; Drew Davis, Nels Reese, Victoria Seever, Dennis Wilson
MEMBERS ABSENT: Rich Beebe, Scott Gropp, Joel Hamilton, Michael Nelsen
OTHERS: Hailey Lewis
STAFF: Jennifer Fleischman, Tyler Palmer, Mike Ray

REGULAR AGENDA

1. Approval of January 12, 2022 Minutes (ACTION ITEM)

Drew moved for approval of the minutes as amended, seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (5). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three (3) minutes.

None.

3. Public Hearing: Proposal for Rezone of an approximately 4-acre area located at 1604 & 1704 East D Street: LUP2022-0036 (ACTION ITEM)

Rezoning of the subject property from the Farm, Ranch, and Outdoor Recreation (FR) Zone to the Moderate Density Single Family Residential (R-2) Zone.

Ray presented the rezone request as described above, and recommended approval with no conditions. The property to the north of the subject property is under common ownership, as well as the land on the other side of D Street to the south. The conservation easement is configured in a "T" shape around the two houses. The easement should not factor in to the decision on the Rezone application, because the City has no control over the easement and it could be dissolved at some point in the future.

Public Hearing opened at 7:08 PM

Paul Clark (applicant), Moscow, explained the process for requesting a Rezone in order to complete a lot line adjustment to sell the house on the southwest portion of the property. The two houses on the property are not part of the conservation easement. The City advised the applicant that the property needs to be rezoned before a lot line adjustment could be completed, according to Code.

Public Hearing closed at 7:10 PM

The conservation easement would not be affected by the proposed Rezone. If needed, conditions or amendments to the draft Relevant Criteria and Standards could be added and the document would be approved at the next Commission meeting.

Wilson moved to recommend approval of the proposed Rezone to City Council, seconded by Davis. Vote by Acclamation; Ayes: Unanimous (5). Nays: None. Abstentions: None. Motion carried.

Seever moved to approve the Relevant Criteria and Standards for the proposed Rezone, seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (5). Nays: None. Abstentions: None. Motion carried.

4. Proposed Final Subdivision Plat for a property located at 2075 Sunnyside Ave and 706 W Palouse River Drive within the City of Moscow – Anderson 7th Addition: LUP2022-0001 (ACTION ITEM)

Proposed Final Plat of a 5.89-acre property to create eighteen (18) parcels with an average lot size of 12,971 square feet, referred to as Anderson 7th Addition.

Parish had recused himself for the previous meetings regarding the preliminary plat, and will continue to abstain from the discussion and vote for the final plat.

Ray presented the proposed Final Subdivision Plat as described above, pointing out that the final plat satisfies the three conditions previously required during the preliminary plat stage. Sunnyside Avenue appears to cross over into the neighboring property to the east, but the road is within a dedicated right-of-way.

Wilson moved to recommend approval of the proposed Final Subdivision Plat, seconded by Reese. Vote by Acclamation; Ayes: Davis, Reese, Seever, Wilson (4). Nays: None. Abstentions: Parish (1). Motion carried.

5. Palouse Basin Aquifer Presentation – Tyler Palmer

Palmer provided a presentation about the Palouse Basin Aquifer, including the background of the Committee and stakeholders. Troy, Idaho does not use water from the Grande Ronde aquifer. The plan proposed in 1967 was not enacted because of various factors, mostly related to publicity. Idaho was concerned about the prospect of a declining aquifer prior to Washington because the mercurial shallower aquifer utilized by Moscow residents appeared to be declining faster. Aquifer use was reportedly significantly lower in 2020 compared to 1992. There was some discussion about the increase of population versus the decrease in water usage. Synthetic turf has been considered for public parks but not utilized yet. Regional wells are drilled about 100-300 feet down.

The updated City of Moscow Water Conservation Plan will focus on conservation as a short-term gain solution. The Palouse Basic Aquifer Committee (PBAC) continues to involve the community and discuss smaller projects to use in conjunction with an alternative supply study. Expanding the Water Reclamation and Reuse Facility is not a viable option as the City does not produce enough waste water, especially during the dry season when students are out of town. The 50-year growth rate is estimated to be 1.25% annually.

Davis left at 8:14 PM and the meeting adjourned for lack of quorum.

Robb Parish, Chair

Commissioners continued to hold conversations as reflected in the following unofficial notes below.

- The Commission continued discussing the information presented by Palmer about water usage in the City of Moscow and surrounding areas.
- The E-Scooter and Shared Mobility Program Code amendment will be presented City Council on February 7th, 2022.
- The February Planning & Zoning Commission meetings will be cancelled.

DRAFT

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF AN APPROXIMATELY FOUR (4) ACRE PROPERTY, DESCRIBED IN SECTION 2, AS MODERATE DENSITY SINGLE FAMILY RESIDENTIAL (R-2); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 2 of this Ordinance is located within the City of Moscow; and

WHEREAS, the land described in Section 2 of this Ordinance is currently zoned Farm, Ranch, and Outdoor Recreation (FR); and

WHEREAS, the proposed change is to adopt the Moderate Density Single Family Residential (R-2) designation; and

WHEREAS, the proposed changes for the property described is generally consistent with the 2019 Comprehensive Plan; and

WHEREAS, the proposed uses that would be allowed by the proposed zoning are consistent and compatible with the surrounding land uses; provide for the logical, orderly and efficient development of the subject property; and

WHEREAS, on January 26, 2022, the Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property R-2; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on March 7, 2022;

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

SECTION 1: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Ordinance.

SECTION 2: LEGAL DESCRIPTION.

This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

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

The southern 377.35 feet of Lots 8, 9, and 10 of Schumacher's Addition to the City of Moscow as shown on the attached Exhibit "A".

Containing approximately 4 acres, more or less.

SECTION 3: ZONING. That the property described in Section 1 of this Ordinance be and the same hereby is zoned Moderate Density Single Family Residential (R-2); and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 504 South Washington Street, Moscow, Idaho.

SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 5: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of City of Moscow, Idaho Municipal Code, the definition contained within those portions of the Moscow Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Anne Zabala	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this ____ day of March, 2022.

Art Bettge, Mayor

CERTIFICATION and ATTESTATION. 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 _____, 2022 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

This is an aerial map of a residential area, likely in a suburban or rural setting. The map shows various property boundaries, lot numbers, and zoning designations. A large parcel in the center is outlined in red and labeled 'R2'. Other parcels are labeled with lot numbers and zoning codes like 'R3', 'R2', and 'AF'. A legend in the bottom right corner indicates that the red outline represents the 'Subject Property'.

Legend

- Subject Property

Laurie M. Hopkins

From: Shea Saralecos <shea.nesbitt@gmail.com>
Sent: Thursday, March 3, 2022 10:05 AM
To: Laurie M. Hopkins
Cc: Andrew Saralecos
Subject: Letter for 1604 and 1704 D Street
Attachments: 1604 and 1704 D Street Rezone - Saralecos Letter to City Council.pdf

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Laurie,

Attached is our letter regarding the rezone application of 1604 and 1704 East D Street. Appreciate you including it in the packet for the meeting.

We would be happy to visit with any council members or city staff regarding the information provided. Andrew and I have been involved in the stewardship and care of the collective Fosberg Properties since 2005.

Please reach us by phone at:
Andrew Saralecos - 208-874-3374
Shea Saralecos - 208-550-7228.

Thank you!
-Shea Saralecos

March 2, 2022

Moscow City Council members,

As longtime residents and caretakers of the properties at 1604 and 1704 East D Street, we request that you place the following condition on the approval of the proposed rezone:

- The owners must complete their proposed lot divisions to split off the two residences, consolidate the remaining parcels with the northerly lot that is not part of this application, and have applied for a rezone to place the remainder of the property (the field) into the Agriculture and Forestry zone within one year from the date of approval of the rezone that is currently at hand.

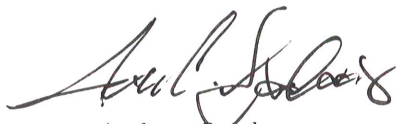
We request this condition in order to ensure that the details as proposed in the application materials (letter from Paul Clark dated August 16, 2021) are adhered to.

The property, as noted in the application materials, is subject to an irrevocable, perpetual conservation easement held by the Palouse Land Trust, and has been used for the production of hay and grazing of livestock dating back to the original homesteaders of the land. The continuous hay production and grazing is why we propose that the owner place the property into the Agriculture and Forestry zone, rather than back into the Farm, Ranch, and Transitional zone. The allowed uses in the Agriculture and Forestry zone are a much more accurate fit for this property.

Additionally, while the property may not meet the minimum lot size for the Agriculture and Forestry zone, it is significantly larger than approximately half of the properties currently shown on City of Moscow zoning maps that are designated Agriculture and Forestry, and is the same as the zoning for the property to the south of D Street that this subject property has long been associated with (and which operates under functionally the same conservation easement, though dedicated under a separate deed).

Furthermore, due to the conservation easement, the “transitional” descriptor for the Farm, Ranch, and Transitional zone will never be accurate for the property.

Thank you very much for your consideration,



Andrew Saralecos



Shea Saralecos

CITY COUNCIL STAFF REPORT

DATE: Monday, March 7, 2022



AGENDA ITEM TITLE

2022 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on February 28, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S)

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

OTHER RESOURCES

DESCRIPTION

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 1, 2022, and unanimously accepted three of the four changes for approval and adoption by the Council for the 2022 Market Season. This was reviewed by the Public Works/Finance Committee on February 28 and recommended for approval to the full Council.

STAFF RECOMMENDATION

Approve the 2022 Moscow Farmers Market Handbook.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the 2022 Moscow Farmers Market Handbook and associated resolution; or take other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution_2022- FarmersMarketHandbook_final with attachment

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE MOSCOW FARMERS MARKET 2022 HANDBOOK INCLUDED HERewith AND INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Moscow's Farmers Market (hereinafter "the Market") has been in existence for many years; and

WHEREAS, the Market is an integral part of Moscow's vibrant downtown, bringing together people from all viewpoints, walks of life, and interests; and

WHEREAS, the Council wishes to continue to support and promote the Market; and

WHEREAS, the Moscow Farmers Market 2022 Handbook (hereinafter "Handbook") policies have been developed and recommended by the Moscow Farmers Market Commission, with input from City staff members, and made available for review by vendors and the public through public Commission meetings; and

WHEREAS, establishment of the Handbook will allow for an efficient, effective, predictable and fair administration of the Market activities during the 2022 Market Season; and

WHEREAS, this Handbook enhances transparency and understanding, and provides additional information for the reasoning behind policies, as the goal of the Handbook was to increase the clarity, quality, consensus on, and consistency of policies; and

WHEREAS, the Council believes that this Handbook and the policies contained herein are appropriate, and will support the Market and enhance the Market experience for all of those who participate in this great City activity;

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

The attached Moscow Farmers Market 2022 Handbook is hereby adopted for the 2022 Market Season.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laffin	_____	_____	_____	_____
Anne Zabala	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of March, 2022.

Art Bettge, Mayor

CERTIFICATION and ATTESTATION. 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 _____ and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk



MOSCOW FARMERS MARKET

EST. 1976

growers | makers | performers

2022 HANDBOOK

CITY OF MOSCOW | 221 E SECOND STREET | MOSCOW, IDAHO

WWW.CI.MOSCOW.ID.US | 208-883-7132

FARMERSMARKET@CI.MOSCOW.ID.US



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Moscow Farmers Market Overview

The Moscow Farmers Market has been a treasured and vibrant part of the community since its inception in 1977 as a small grass-roots gathering. It serves to provide locally grown produce and quality wares, as well as bring the community together in ways no other event or service does. Whether Market goers visit to purchase their weekly groceries or simply to enjoy the music and socialize, the experience of the Market promotes a sense of place and helps citizens feel tied to the community. The Moscow Farmers Market is unique in its ability to stay rooted to its original purpose and charm of a local market while growing and progressing with trends and needs. The variety of stakeholders invested in the Moscow Farmers Market means that each decision can have a great impact on our residents, vendors, local businesses, City staff, and more.

Market Leadership is formed by a collaboration of City of Moscow Staff and a Moscow Farmers Market Commission comprised of community residents, vendors, and other representatives. City staff manages the operational and regulatory

FARMERS MARKET COMMISSION MEMBERS

VENDOR REPRESENTATIVES

Jenny Parker

Produce Vendor representative

Jonathan Rau

Specialty Food Vendor representative

Stu Scott

Crafts Vendor representative

COMMUNITY REPRESENTATIVES

Jamie Hill, Chair

At-large representative

Claire Friedrichsen

At-large representative

Mackenzie Lawrence, Vice Chair

At-large representative

Kerry Morsek

At-large representative

SPECIALTY REPRESENTATIVES

Colette DePhelps

University of Idaho Extension representative

Samantha Marlinet

Moscow Chamber of Commerce + Visitor Center representative

aspects of the Market while Commission members guide the vision and values of the Market.

It is the duty of the Commission to suggest ways to promote and improve the Farmers Market, propose and/or review Market policies, keep abreast of trends and opportunities for advancing Market interests, products, standards, and offerings, and to otherwise act in an advisory role to the Moscow City Council.

The Commission meets regularly on the first Tuesday of each month, from 4:00 p.m. to 5:30 p.m. in the Council Chambers at City Hall, 206 E. Third Street, Moscow, Idaho. Meetings are open to the public.

The Moscow Farmers Market does not discriminate on account of race, color, gender, religion, sex, national origin, physical or mental disability, age, marital or familial status, sexual orientation or gender expression in its selection and inclusion of vendors.

**CITY OF MOSCOW
COMMUNITY EVENTS DIVISION & MOSCOW FARMERS MARKET STAFF**

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FIND, LIKE & FOLLOW THE MOSCOW FARMERS MARKET

Website www.ci.moscow.id.us/723/Current-Vendors

Facebook @MoscowFarmersMarket

Instagram @cityofmoscowid

Mission Statement

The Moscow Farmers Market celebrates life on the Palouse by providing the community with the opportunity to buy and sell locally farmed and/or created agricultural products (e.g., crops, meat, cheese, wine, etc.), distinctive handmade goods, artisan pieces, and original-recipe cuisine. This venue is meant to encourage and support sustainable economic, social, and environmental practices.

Core Values

Access: Providing access to locally grown produce, foods, unique handmade goods, and their producers.

Economic Opportunity: Contributing to the greater Moscow economy with emphasis on assisting local, small, independently owned, and start-up enterprises.

Community: Building community by welcoming all residents and visitors, and providing a safe space and opportunity for community engagement, interaction, entertainment, and cultural enrichment.

Information: Increasing awareness of, and providing education about and in support of health and wellness practices, regional agriculture, sustainability, and sound environmental practices.

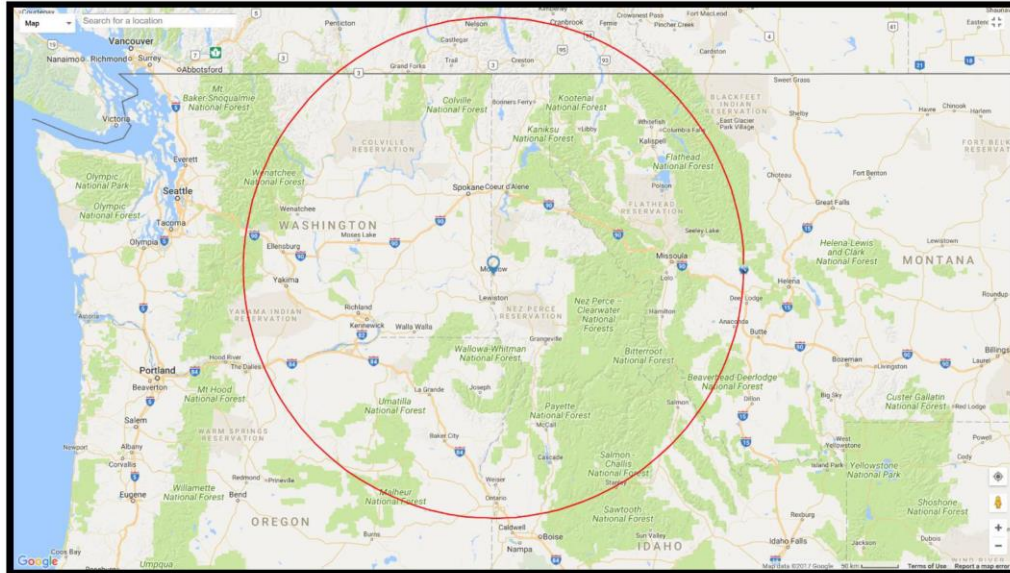
Philosophies

The Market has adopted several important philosophies to maintain its integrity. Using these concepts, in conjunction with the Mission and values, has provided operational guidelines for the Market for many years.

Agricultural Focus: It is the goal of the Moscow Farmers Market to have fifty percent (50%) of all approved Vendors selling agricultural products.

Economic Development: The Market encourages all Vendors to utilize local sourcing that is direct from producer in an effort to support regional agriculture and small businesses.

Local Production: All Vendors shall be the grower/producer and conduct their operation in a location not more than two hundred (200) air miles from Moscow, Idaho.



200 AIR-MILES FROM THE CITY OF MOSCOW, IDAHO



Definition of Terms

These definitions are included to provide a background for terms used throughout this document. The Market relied on a variety of sources in formulating the following definitions which included the use of definitions from entities like the Farmers Market Coalition, U.S. Department of Agriculture, Washington State Farmers Market Association, etc. to keep on trend with best practices for farmers markets. Ultimate decision regarding interpretation of these definitions lies with the Market Manager.

Agriculture: The science, art, or practice of cultivating the soil, producing crops, and raising livestock, and in varying degrees, the preparation and marketing of the resulting products.

Approved Vendor: An individual or a group that qualify to participate in selling at the Market in at least one (1) of the listed vending categories listed on pages 9-12 and have undergone one of the two processes outlined in Appendix 6 – Vendor Eligibility and Approval.

Handmade: Items show evidence of manual skills and dedication of one's own design, creativity, and making.

Local: Defined in this Handbook as "No more than two hundred (200) air miles from the City of Moscow, Idaho". Please see the visual aid on page 7.

Local Sourcing: The purchase of goods directly from local growers/producers for use in creating a product for sale at the Moscow Farmers Market.

Product Mix: A recognition that the Moscow Farmers Market, as a whole, needs a balance of products.

Sustainable Practices: An integrated system of plant and animal production practices that are capable of maintaining their productivity and usefulness to society over the course of time. These systems incorporate the most efficient use of nonrenewable resources and on-farm resources, and where appropriate, utilize natural biological cycles and controls that maintain agricultural productivity, promote economic viability in both the short and long term, and maintain stable rural communities, and quality of life.

Vendor Categories

All Vendors are required to submit relevant copies of permits, licenses, and/or third-party certifications prior to vending. It is the responsibility of the Vendor to know and understand what regulations may apply to their operation. See Appendix 5 - Permits, Licensees, and Resource Contacts for a list of resources.

Agriculture Vendors

Vendors who participate in the cultivation, harvesting, or production of crops, or management of livestock and bees. Vendors are strongly encouraged to be hygienic and sustainable with their practices in the planting, growing, cultivating, harvesting, transporting, and offering of such items for sale.

Fresh Produce/Nursery: Vendors who grow or produce herbs, fruits, vegetables, cut flowers, plants, grains, seeds, raw nuts, shrubs, trees, and vine starts.

Meat/Poultry: Vendors who raise animals with the intent of selling the majority of those products as cuts of meat, "off the hoof" sales, and byproducts like milk, eggs, etc.

Apiarist: Vendors who keep bees and manage beehives where the majority of products sold are the honey, honeycomb, and wax from their hives.

Value-Added: Vendors who produce supplies or ingredients for their processed goods and/or foods, which includes fibers, wood products, preserves, jams, jellies, ciders, beer, wine, syrups, salsas, smoked meats, cheeses, dried fruits and herbs, flours, oils, etc. The significant constituents of the product must be grown or raised on the producer's farm, ranch, or market garden. If a Vendor is unable to be the processor of their items and/or does not have complete oversight and ownership of the final product, then items are subject to the jury process unless required by law to use a third-party processor (i.e. meat products).

Forager: Vendors who harvest qualified, unaltered items from the wild.

Non-Agriculture Vendors

Prepared Food Vendors: Vendors who offer prepared foods must make these items in accordance with local and state regulations. State code requires the use of commercial kitchens to prepare certain foods.

Processed Foods: Vendors who create and process foods not intended for immediate consumption, including, but not limited to, preserves, jams, jellies, ciders, beer, wine, syrups, salsas, smoked meats, cheeses, dried fruit, dried herbs, roasted nuts, seasonings, drink mixes, flavored oils, etc., with all such ingredients **not** grown or raised by the producer.

Ready to Eat Foods: Vendors who create ready-to-eat foods made on-site on Market day or prepared in advance and served on Market day that may be used for immediate consumption.

Craft/Artisan Vendors: Vendors who handmake or manually design products that are of a home, studio, or cottage-type industry using an intermediate type technology rather than industrial-type production. Vendors in this category may not sell items made by others unless it is a part of the product design as a whole (i.e. a ceramic honey pot and wooden honey dipper; pendant and chain; frame for a photo; etc.). Examples of unacceptable items include, but are not limited to, tracings, paint-by-number, wood or metal products using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design, as determined by the jury process or Community Events Manager. The following sub-categories apply to Craft and/or Artisan Vendors:

Fine Arts: Painting, drawing, sculpture, pottery, ceramics, etc.

Heritage Arts: Basket-making, soap-making*, candle-making, woodworking, blacksmithing, knitting, crocheting, etc.

Decorative Arts: Items for self, home and garden, such as jewelry, birdhouses, furniture from recycled materials, mosaics, stained-glass items, lawn sculpture, photography, etc.

**Cosmetics fall under Crafts/Artisan, unless the Vendor grows or raises the majority of items used to create the final product. Cosmetics include creams, lotions, shampoos, and some soap products. The Market does not consider items consisting primarily of alkali salts and of fatty acids that make no label claim other than the cleansing of the human body as cosmetics but the following rules may still apply: Cosmetics must follow rules set by the Federal Drug Administration, comply with the Federal Food, Drug, and Cosmetic Act, and the Fair Packaging and Labeling Act.*

Youth Vendors

The Market encourages and supports early entrepreneurial interest of farming, gardening, crafts, and food preparation. This Handbook generally applies to Youth Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Youth Vendor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette. The following sub-categories are applicable to Youth Vendors to assist with product distribution:

Sprouts (ages 6-12): Youth Vendors in this age category are limited to a three-foot by three-foot (3'x3') space located at the intersection of 5th Street and Main Street. Three (3) spaces will be available to Sprouts on a Market day.

Juniors (ages 13-17): Youth Vendors in this age category are limited to a five-foot by fifteen-foot (5'x15') space located at the intersection of 5th Street and Main Street. Three (3) spaces in this area will be available to Juniors on a Market day. Juniors may be assigned to a shared five-foot by fifteen-foot (5'x15') space along Main Street pending availability. Juniors requesting an eleven-foot by fifteen-foot (11'x15') space will be required to jury their products or will submit to a site visit, as outlined in Appendix 6 – Vendor Eligibility and Approval. Pending acceptance through these processes, Juniors will be subject to Tier 1, 2, or 3 registration and stall fees in the Vendor Fee Schedule and the Youth Fee will no longer be applicable, see Appendix 2 – Moscow Farmers Market Vendor Fees.

All Youth Vendors shall adhere to the following:

- Be the grower or producer of items for sale.
- Complete and submit paperwork.
 - Food Risk Assessment form (applicable for the sale of drink or food).
 - Youth Vendor registration form.
 - Release and Hold Harmless form.
 - ST-124 tax form (submitted to the Idaho Tax Commission at the end of the season).
- Request space by Tuesday at 5:00 p.m. for priority consideration.
- Actively sell their goods and items without the assistance of a parent and/or chaperone, where possible.
- Have an adult chaperone present at the Moscow Farmers Market, or be supervised by a parent and/or guardian.
- Be limited to no more than three (3) individual youths in the cases of group participation.

Performance Vendors (Buskers)

The Market values the performing arts and has created the Performance Vendor category to support emerging artists in developing their skills and audience at an affordable rate. The Market defines Performance Vendors as any person or group of persons who provide entertainment in the Market by playing musical instruments, singing, dancing, speaking, face painting, balloon tying, etc. Commercial vending of products is not a "performance". This definition is not applicable to live entertainment scheduled in Friendship Square. Space availability for Performance Vendors is on a first come, first serve basis, with sign-

ups beginning at 7:45 am on Market day. Performance Vendors must complete and submit paperwork prior to receiving a space assignment. Moscow Farmers Market staff reserve the right to designate locations for these activities in non-Vendor spaces, screen Performance Vendors for suitability, and rotate space assignments to create a varied atmosphere and ambiance for patrons, shoppers, and vendors. This Handbook generally applies to Performance Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Performance Vendor who is a minor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette. All Performance Vendors shall adhere to the following:

- Complete and submit paperwork
 - Performance Vendor registration form
 - Release and Hold Harmless form
 - ST-124 tax form
- Amplification is prohibited.
- May only seek tips or donations.
- Shall only perform in designated areas.
- May not utilize tents, canopies, or umbrellas.
- Limit their performance group to three (3) individuals or fewer.
- Hawking, swearing, and/or aggressive, lewd, and inciting language is prohibited.
- May not occupy the same, designated space for more than a two and one-half (2.5) hour time period.

- b. **Returning Vendors:** Returning Vendors are defined as any Vendor that has not been absent from the Market for two (2) or more consecutive seasons. Return Vendors need to register for the upcoming season and submit relevant required documents to maintain eligibility.

5. **Market Vendor Space**

- a. **Space Dimensions and Safety:** Most Vendor spaces will be marked as an eleven-foot by fifteen-foot (11' wide x 15' deep) space. A Vendor's business must be conducted within their assigned space. Vendors may not extend beyond the limits of the assigned space or into the pedestrian area at the entrance of the Vendor space unless specifically authorized by Market Management. Any Vendor utilizing coverings for their space, such as canopies, tents, and/or umbrellas, may not extend these items outside their assigned space. Requests for additional adjacent space will be granted at the discretion of Community Events Manager, where possible. All Vendors are subject to unscheduled inspections throughout the Market Season by the Moscow Volunteer Fire Department for compliance with relevant safety regulations to ensure public safety and emergency vehicle accessibility. See Appendix 3 – Safety Compliance Requirements.
- b. **Space Assignments:** The Market recognizes the value of Vendors maintaining a consistent location for the development of a healthy customer base. Without compromising quality, preference will be given to the most local grower/producer when space becomes available. Vending space allocation is decided at the discretion of the Community Events Manager and is based on the level of commitment chosen by the Vendor as defined in the fee schedule (see Appendix 2 – Moscow Farmers Market Vendor Fees), as well as historical occupation and availability as it pertains to Market Product Mix. Vendors that have consistently occupied a specific space(s) in the Market during the previous Market Season, and who purchase the Tier 3 vending package for the upcoming Market Season, will be given the opportunity to remain in that same location for the duration of that Market Season. Agricultural based Vendors whose product readiness is determined by the growing seasons will be given special consideration by Market Management on a case-by-case basis.
- c. **Vehicles in Spaces:** Tier 3 Vendors may utilize motor vehicles or tow-behind trailers in their assigned space. Such usage will result in an additional vehicle surcharge fee. The Community Events Manager may grant Tier 1 and Tier 2

Vendors motor vehicle usage pending space availability and feasibility of access on a market-to-market basis. The Market defines motor vehicles and tow-behind trailers as any road-ready and licensed vehicle.

- d. **Non-Neighbor Spaces:** The Market recognizes that spaces which do not have adjacent vendors are more valuable due to greater visibility and/or increased customer access. The Market defines these spaces as non-neighbor spaces (previously referred to as 'corner' and/or 'walk-thru' spaces). Vendors occupying a space with this type of designation are subject to an additional surcharge fee.
- e. **Space Use:** Use of a Vendor space for purposes other than those outlined in this Handbook is prohibited, unless specifically authorized.
- f. **Sharing Spaces:** Any proposal by Vendors to share a Vendor space must be approved by the Community Events Manager.
- g. **Space Allocation:** The City reserves the right to make the final decision on vending space and Tier package allocation, based upon overall Market Product Mix needs.

6. **Market Fees**

Fees include an annual registration fee, a daily per booth fee, and any additional amenity fees as outlined in Appendix 2 – Moscow Farmers Market Fees.

- a. **Structure:** The Market utilizes a tier structure based on the number of Market days a Vendor plans on attending during the Season. A Vendor's rate is determined based on the tier they select. Vendors pay the same rate throughout the Season, regardless if they attend more or less of their anticipated Market dates.
 - i. **Annual Registration Fee:** All Vendors, regardless of their selected tier, will be required to pay their associated registration fee at the Annual Vendor Orientation. Vendors unable to attend the Orientation shall arrange to pay this fee prior to the start of the Season.
 - ii. **Invoices:** All Vendors will receive invoices (weekly, monthly, or entire season) via Farmspread. Vendors without access to reliable internet or computers will receive invoices through the City of Moscow.
 - iii. **Refunds:** The Market does not provide refunds to Vendors for days that Vendors cancel their attendance or do not show up to the Market (no call, no show). In the event that severe weather or public safety issues force a Market cancellation as determined by City Administration, all Vendors that were granted a space assignment and did not cancel in

advance of the stated closure may request a refund within two (2) weeks of the stated closure.

- iv. **Payments:** To reduce risk of theft and improve record keeping, payments will be collected prior to Saturday. Failure to submit payment prior to Saturday will result in the Vendor's space being revoked for the following Market or their next space request not accommodated until payment has been received. Vendors may choose to pay their fees the following ways:

- Online via Farmspread invoices.
- In-person with cash, check, or credit card.
- By mailing a check to the Moscow Farmers Market, PO Box 9203, Moscow, Idaho, 83843.

- b. **Tier Packages:** Packages are non-transferrable and non-refundable. The Market currently offers the following tier packages to Vendors.

- i. **Tier 3** – Seventy-five percent (75%) or more attendance
- Vendor chooses to attend between eighteen (18) and twenty-six (26) consecutive Markets
 - Highest registration fee
 - Lowest daily per booth fee
 - Guaranteed same location
 - Allowed to substitute representation for two (2) Markets
 - Must notify Management of their first and last anticipated attendance date
- ii. **Tier 2** – Thirty to sixty percent (30-60%) attendance
- Vendor chooses to attend between nine (9) and seventeen (17) Markets
 - Mid-range registration fee
 - Mid-range daily booth fee
 - Same block location, as available
- iii. **Tier 1** – Less than thirty percent (30%) attendance
- Vendor chooses to attend between one (1) and eight (8) Markets
 - Lowest registration fee
 - Highest daily per booth fee
 - Not guaranteed same location

- c. **Registration:** Registration for the Season will open annually in March, with notice sent to all Vendors at the beginning of each year.

- d. **Attendance Requests:** In order to streamline communication with the Community Events Manager, Vendors are encouraged to use the

Farmspread platform when requesting, changing, or cancelling attendance days. Requests during the Season shall be made by Tuesday at 5:00 p.m. for priority consideration. Requests submitted after this time will be considered at the discretion of the Community Events Manager.

7. Regulation of Certain Activities during Market Operations

Because it is important for the continuing success of the Market to preserve its character and appearance, and because the Market was established and remains primarily a local growers Market, certain activities that otherwise occur during non-Market hours are regulated in the public right-of-way during the Market hours, as follows:

- a. **“Cart” Vendors:** Vendors who are licensed pursuant to Moscow City Code Title 9, Chapter 11, shall not be allowed in the Market Location during Market hours unless they qualify as a current authorized Farmers Market Vendor independently of their Vending license. See M.C.C. § 9-11-13.
- b. **Licensed Sidewalk Cafes:** The possessor of a current, valid, sidewalk café license from the City may operate a sidewalk café in the Market during Market hours, pursuant to regulations contained within Moscow City Code Title 9, Chapter 12. Council recognizes and reaffirms that the purpose of the sidewalk café license is to allow the contiguous storefront restaurant to extend its typical and customary service into the portion of the public right-of-way shown in its license. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not part of the day-to-day business of the contiguous restaurant owner, shall not be allowed to sell or promote in the Market, unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor’s requirements in this Policy. See M.C.C. § 9-12-6(B).
- c. **Downtown Businesses Other Than Sidewalk Cafes:** Downtown businesses may continue their operations during Market hours. The areas in the Market that are contiguous with non-retail business(es) or business(es) that are closed during Market hours, are not to be used for the display or sale or promotion of produce, products, goods or services by such business(es) or by any person or group, other than as specifically authorized by the Council or by this Policy. Sales, promotions tables, and displays placed contiguous with the front of downtown business(es) are allowed as long as those sales or displays are an extension of what is available for sale or promotion by and within the contiguous business, and such sales or promotions are carried out by the owners or their employees. No activity which directly interferes with or competes with the Market and/or its

Vendors shall be allowed within the public right-of-way during Market hours, unless that activity occurs by and within the contiguous business on a day-to-day basis as an integral part of such business. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not part of the day-to-day business of the contiguous owner shall not be allowed to sell or promote in the Market unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor's requirements in this Policy. Sales tables, clothes racks, free-standing displays, etc., shall be placed contiguous with the storefront in a manner that allows the preservation of an unobstructed pedestrian access on the sidewalk of not less than four (4) contiguous feet, and as approved by the City Fire Marshall.

- d. **Universities, Colleges or Other Educational Institutions Participation in Farmers Market:** Universities, colleges, or other educational institutional departments and retail outlets are not allowed to apply as Market Vendors. Student organizations, if qualified, may participate as Vendors.
- e. **First Amendment Activities:** Because of the importance the City places on First Amendment rights and activities, the Council has adopted specific regulations relative to downtown First Amendment activities during Farmers Market hours. The City has established reasonable time, place, and manner restrictions and has designated Friendship Square as the location for such activities in the downtown area during Farmers Market hours. See Resolution No. 2012-12. No separate, additional, or expanded First Amendment activities shall be allowed within the Market during Market hours, unless specifically authorized by Council or required by the United States or Idaho Constitutions.

Per Resolution No. 2012-05, *"The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian, and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies, and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control, or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place, and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square*

Speakers Space on Market days, while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law." For the complete resolution, see Appendix 7 – Resolution No. 2012-05 Friendship Square Use Policy During Farmers Market Season.

- f. **Nicotine Products:** All types and kinds of nicotine use, including smoking, vaping in all forms (including nicotine-free vape pens), and chewing tobacco, are prohibited within the boundaries of the Farmers Market during the hours of operation and through the duration of the Farmers Market Season. See Resolution No. 2018-13.
- g. **Animals Prohibited in the Market:** Only ADA Service Animals, as defined in the Americans with Disabilities Act 2010 final regulations, are allowed throughout the Market boundaries, and are not restricted to the eastern and western sidewalks. See Resolution No. 2018-12.

Vendor Operating Policies

1. **Market Vendor Requirements**

Those who participate in selling at the Market must be the owner and/or producer of their goods, represent at least one (1) vending category, as defined within this Handbook, and be approved through a jury process or site visit, as outlined in Appendix 6 – Vendor Eligibility & Approval.

2. **Hawking**

Hawking (to offer for sale by calling aloud in public) is prohibited.

3. **Sale and Distribution of Non-Approved Items**

The sale, distribution, or display of non-approved items such as canned or bottled beverages, literature, information, signage, etc. not related to the Vendor's products or services is prohibited.

4. **Vendor Merchandise**

The Market permits Vendors to sell merchandise items that are directly related and/or promoting the Vendor's business operations in a limited capacity. Vendors wishing to sell merchandise must first register all merchandise items with the Community Events Manager. Upon approval, Vendors may display no more than one type of approved merchandise item for sale among the majority of their current products per Market day.

5. **Public Health Management**

To ensure the Market is creating a safe and non-hazardous environment to the public, all Vendors will abide by the following public health measures:

- a. **Waste Management:** Vendors are responsible for the set-up, clean-up, and safe operation of their assigned space. Vendors will provide their own receptacles/bags to manage waste, then must take any waste they generate with them at the end of the Market day. Waste receptacles in the Market are for use by Market customers and should not be used by Vendors for their waste. The dumpsters located throughout the downtown area are privately owned and are not for Vendors' use. Unauthorized use of other's solid waste container(s) is considered "theft of services" Pursuant to Idaho Code 18-2403(5)(c). This activity is a misdemeanor crime and punishable by up to a \$1,000 fine, plus court costs and up to one year in jail.
- b. **Health Regulations:** The Idaho Public Health Department conducts unscheduled inspections for compliance with relevant health and safety regulations throughout the Market Season to ensure public safety and adequate health practices. The Community Events Manager and/or a Public Health Department representative will enforce applicable state and

local requirements and have the authority to stop the sale of any items that are in violation of these regulations.

- c. **Grey Water:** Vendors are required by Idaho State Law, when applicable, to deposit grey water waste in the receptacle provided at the Market. No grey water or other waste water, fat, grease, oil, or other liquid shall be placed in the gutter or in a City storm water catch basin or other City water collection system. The Market provides a grey water dump station for use by Vendors. Grey water must be disposed of at this dump station. Vendors must take with them their non-grey water waste at the end of Market day.

6. Generators

The Market does not allow the use of generators during operating hours.

7. Decorum and Etiquette

The Market requires and expects considerate, polite, common sense, and friendly cooperation among all Vendors and toward other Market participants and patrons. Vendors shall respect the authority of the Community Events Manager and Staff. Vendors shall respect the rights of the other Vendors, participants, and patrons. If a Vendor feels that he or she is being treated unfairly or in an unprofessional manner by the Community Events Manager, such complaint shall be made only to the Deputy City Supervisor.

8. Participation in Market Promotion

Participation in the Market acts as a grant of permission to City to use photographs and other images of Vendors for promotional purposes, without compensation. All Vendors give permission to City to release the Vendor's preferred method of contact information (name, business name, address, or phone numbers) to requesting patrons and other organizations for promotional purposes and for publication by print media, video, or motion picture.

9. Signage

All Vendors are encouraged to display at their booth the Vendor's business name, City, and State of operation. Vendors subject to signage requirements as listed under any federal, state, or city regulation must comply. All signage must be contained within the Vendor's designated space(s).

10. Pricing

Market Vendors shall clearly post visible pricing for each item.

11. Packaging and Labeling

The Market encourages the use of recyclable packaging, and prohibits the use of Styrofoam packaging. All packaged food products (e.g., jams, jellies, salsa, nuts, etc.) must be labeled. Labels must include the Vendor's name and address; ingredients listed in order of volume (most to least); and potential allergenic

ingredients. It is recommended that Vendor's also list their phone number on the label.

12. Annual Gross Sales Reporting

All Vendors are required to report their Annual Gross Sales by the third Wednesday in November, utilizing the online management software they register with, or via paper format. Individual Vendor reports will be kept confidential by Market Staff. Aggregate data will be used for future grant proposals, economic impact data collection, and Market reports. **Failure of Market Vendors to report Annual Gross Sales, as required under this Policy, will result in said Vendor being disqualified to participate in the following Market Season. No appeals process provided.**

13. Idaho Sales Tax Reporting

Vendors must complete an Idaho Sales Tax Form ST-124 as required by the Idaho State Tax Commission. All Vendors are required by law to have a copy of Form ST-124 in their assigned space at all times. The Idaho State Tax Commission reserves the right to perform unscheduled inspections for tax compliance throughout the Market Season.

14. Agreement to Hold Harmless, Defend, and Indemnify

In order to participate in the Market, all Vendors shall sign an agreement that holds City harmless for any and all actions or inactions of every Market Vendor or person associated with such Vendor, and agree to defend and indemnify City for any claim filed against City related to any and all activities which are associated with the Vendor, the Market, or the Vendor's business.

15. Permits and Licenses

At the time of application, all Vendors shall provide current copies of any permits and licenses applicable and necessary for the sale of their products. For a list of permits and licensing resources, please refer to Appendix 5 – Permits, Licensees, and Resource Contacts.

16. Third Party Certifications

All Vendors presenting products as third-party-certified, such as Organic, Certified Naturally Grown, etc., shall include the authorized certification form with their Vendor application. Certification will be checked for compliance with the certifying entity or organization. Vendors not in compliance with their certification requirements, or cannot produce a current certification, will be required to remove signage stating the certification(s).

17. Annual Vendor Orientation

All Vendors are required to attend the mandatory annual Vendor Orientation meeting prior to start of Market Season, at a date and time set by the Community Events Manager. Failure to attend will result in one of the following scenarios:

- a. **Tier 1 Vendors:** Loss of eligibility to participate in the upcoming Market season.
- b. **Tier 2 Vendors:** Loss of eligibility to participate in the upcoming Market season.
- c. **Tier 3 Vendors:** Loss of designated Market space.

If illness, emergency, or another unanticipated conflict forces absence, the Vendor must contact the Community Events Manager as soon as they are able.

18. **Non-Attendance**

Vendors are required to communicate with the Community Events Manager on or before the Friday before the Market day that will be missed. If illness or emergency forces non-attendance, the Vendor must contact the Community Events Manager as soon as they are able.

19. **Setup**

Setup may begin at 5:00 a.m. Vendors are to enter on 5th Street, pull into their assigned space, unload their items to the sidewalk, and exit via 3rd Street or 6th Street. Vendors will park their vehicle a minimum of two (2) City blocks away from the Market (parking is available at Moscow City Hall and the adjacent Jefferson lot. See Appendix 8 – Vendor Parking Map). Once a Vendor's vehicle is parked, they can then begin setting up their space for the Market. **Large vehicles and trailers should arrive early to allow sufficient time for unloading during setup.** Vendors must allow for traffic flow and may not block the main thoroughfare. 5th Street will be closed to all vehicles at 7:15 a.m. Vendors must be in their assigned space and be unloaded by 7:30 a.m. and must have their tent(s) and booth(s) set-up by 8:00 a.m. All vehicles must be off Main Street by 7:30 a.m. unless otherwise specifically allowed by the Community Events Manager. All tents must be placed as close to the adjacent curb as is physically possible unless specifically authorized by the Community Events Manager to do otherwise.

20. **Take-Down**

5th Street will remain closed to Vendor traffic until 1:10 p.m. to ensure the safety of any children and patrons who may still be in the main thoroughfare. Beginning at 1:00 p.m., Vendors may begin to disassemble their space and move items to the sidewalk before retrieving their vehicle. **Vendors shall not retrieve their vehicle before items are ready to be loaded.** No vehicle may enter or leave the Market Location unless directed to do so by the Community Events Manager, a Peace Officer, or an emergency services provider. Vendors must allow for traffic flow and may not block the 5th Street alley, the main thoroughfare, or obstruct traffic on Washington Street. Vendors may continue loading their items from the sidewalk after 2:00 p.m. if their vehicle is off Main Street, in a parking stall, and

facing the direction of traffic flow. The City requires that the Market Location be completely vacated by Vendors and made available to the public by 2:00 p.m.

21. Early Departure / Selling Out

Vendors requiring early departure must inform the Community Events Manager and obtain permission prior to leaving. Vendors must carry goods, supplies, and equipment out of their assigned space without using a vehicle. Vendors that sell out are encouraged to remain in their assigned space, but may pack-up items and carry them out without the use of a vehicle.

22. Vendor Space Assessment

All Vendors are subject to a Market space walk-through by the Community Events Manager and/or members of the Farmers Market Commission acting in an official capacity. The purpose of the on-site walk-through is to ensure all Vendors are current on required permits and licenses and also to inspect the Vendor's goods and operations. Vendors found to be violating Market policies will be subject to penalties.

23. Resale

The resale or reselling of any product is strictly prohibited.

Policy Violations

Unless explicitly stated, violation of any Policy will be subject to the penalties outlined below. The purpose of penalties is to encourage communication between Vendor(s) and Market Management to correct the action so that the Vendor, where possible, may continue to sell goods within the Market. Penalties are cumulative whether the same Policy has been violated multiple times or multiple Policies violated multiple times. Nothing related to the Market's penalties shall affect, in any way, other laws and/or regulations with which Vendors must comply (e.g., health, tax, police, fire, etc.).

Penalties

All penalties will be issued via a carbon copy format with one (1) copy for the Vendor's records, and one (1) copy for the Market's records. See Appendix 4 – Moscow Farmers Market Notice of Penalty.

1. **First Penalty**

A verbal warning shall be given to the Vendor.

2. **Second Penalty**

A written warning shall be given to the Vendor. Vendor will provide Management an email or letter that states how the Vendor will correct the behavior. Failure to receive a statement from the Vendor will result in a forced absence for the next Market attendance.

3. **Third Penalty**

A fifty-dollar (\$50) fine will be imposed upon the Vendor. Failure to remit payment will result in the Vendor being prohibited from attending Market until the fine is paid.

Enforcement

The City of Moscow Farmers Market ("Market") Policies will be enforced by the on-site Community Events Manager and/or in consultation with the Deputy City Supervisor, depending on circumstances. As the Market Location encompasses public right-of-way or City-controlled property, City reserves its right to regulate activities which occur within such public property. All Vendors agree to abide by Market Policies upon acceptance into the Market.

Egregious Behavior and Offense

In the cases of a Vendor(s) acting in threatening or belligerent behavior, Management has the right to cease sales for the remainder of the Market and have the Vendor be dismissed early from the Market. Management will issue a

penalty and present a case of expulsion or termination from the Market to the Farmers Market Commission. Vendor will be provided an opportunity to state their case, either orally, or in writing.

Appeals Process

If a Vendor has been found in violation of Market Policies, and where the Vendor believes the penalty imposed is based upon inaccurate or incomplete information, or would constitute an unfair action if imposed, the Vendor may use the appeals process.

1. *Appealing a Penalty*

Vendor(s) who have been issued a penalty for an alleged Policy violation may appeal the decision within five (5) business days of the violation.

2. *Written Statement*

Appeals must take the format of a written statement detailing the reasons as to why the Vendor did not violate the Policy. Statements must be addressed to the Assistant City Supervisor.

3. *Number of Appeals*

Vendor(s) may only appeal the alleged violation one (1) time.

4. *Final Decision*

Any decision regarding the appeal will be rendered within five (5) days of receiving the appeal and shall be final.

Effective Date

These policies shall be effective upon approval by the Moscow City Council.

Appendices

Appendix 1 – Moscow Farmers Market Map and Boundaries



Appendix 2 – Moscow Farmers Market Vendor Fees

Number of days in attendance at the Market & associated fee by stall size									
Tier 1 (\$15 reg. fee)	1	2	3	4	5	6	7	8	
11'x15' (\$30/day)	\$30	\$60	\$90	\$120	\$150	\$180	\$210	\$240	
5'x15' (\$15/day)	\$15	\$30	\$45	\$60	\$75	\$90	\$105	\$120	
Tier 2 (\$51 reg. fee)	9	10	11	12	13	14	15	16	17
11'x15' (\$20/day)	\$180	\$200	\$220	\$240	\$260	\$280	\$300	\$320	\$340
5'x15' (\$12/day)	\$108	\$120	\$132	\$144	\$156	\$168	\$180	\$192	\$204
Tier 3 (\$127 reg. fee)	18	19	20	21	22	23	24	25	26
11'x15' (\$15/day)	\$270	\$285	\$300	\$315	\$330	\$345	\$360	\$375	\$390
5'x15' (\$9/day)	\$162	\$171	\$180	\$189	\$198	\$207	\$216	\$225	\$234
Additional Amenities									
Electricity <i>Limited outlets, 16 amps max</i>	Flat rate of \$10/day, regardless of Tier								
Non-Neighbor Spaces	Flat rate of \$5/day, regardless of Tier								
Vehicle Surcharge	Flat rate of \$15/day, regardless of Tier								
Other Vendor Categories									
Performance/ Busker	\$7 per group								
Youth Vendor	\$6 per group								

Appendix 3 – Safety Compliance Requirements

The Moscow Volunteer Fire Department requires Vendor compliance with the following items at all times. Vendors are subject to inspection on an irregular basis for these requirements:

1. **Tents, Canopies, Umbrellas, etc.**

- a. **Weights:** Weights are required on all types of coverings utilized by Vendors to reduce risk and harm from blow down. Each anchor point must have no less than twenty-four pounds (24 lbs.) weighing it down.
- b. **Attachment:** Weights requiring tethering shall
 - i. Not create a tripping hazard;
 - ii. Use lines that are visible with soft edges to avoid abrasions; and
 - iii. Be securely attached to the tent, canopy, etc., at ground level, and not above a person's head, to prevent a clothesline effect.
- c. **Tripping Hazards:** Any part of a tent, canopy, etc., in a walkway will apply red or florescent tape to prevent tripping hazards.

2. **Fire Extinguishers**

- a. **Certified Fire Extinguishers:** Vendors shall arrange for annual service of their fire extinguishers and ensure that a 'verification tag of service date' is in place.
- b. **Number of Fire Extinguishers:** A minimum of one (1) five-pound (5 lb.) ABC type portable fire extinguisher is required for each Vendor with any type of cooking device or warming plate.
- c. **Class Type:** A class K rated portable extinguisher is required for **deep-fat fry** cooking equipment involving vegetable or animal oils and fats.

3. **Portable Cooking Devices**

- a. **Tent Standards:** The national standard set by the National Fire Protection Agency (NFPA) 701 applies to the Market regarding portable cooking devices under any type of coverings. Vendors using this method to prepare or cook food shall do one (1) of the following:
 - i. Provide a certificate from an approved testing laboratory that states the covering's materials and performance meet the criteria outlined in NFPA 701; or
 - ii. Provide the brand of flame-retardant used to treat the covering. Treatment application must be through an approved manner that meets the flame propagation performance criteria outlined in NFPA 701.

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- b. **Combustible Materials:** No combustible material shall be within five feet (5') of any open flame or portable cooking device.
 - c. **Smoke Stacks:** Portable cooking devices with a smoke stack must be a minimum of five feet (5') from any combustible material.
 - d. **Gas Cylinders and Tanks:** Secure compressed gas cylinders to prevent tipping and potential damage to the stem and/or regulator. Approved methods include chained to a stable structure or placed in a milk crate. Always secure gas cylinders in an upright, vertical manner on a flat surface.
4. **Electrical Cords**
- a. **Cord Standards:** All electrical cords shall be Underwriters Laboratories (UL) Approved.
 - b. **Tripping Hazards:** Cover all electrical cords to prevent tripping hazards.
5. **Fire Lanes**
- A minimum fire lane of twenty-five feet (25') shall be maintained at all times.

Appendix 4 – Moscow Farmers Market Notice of Penalty



POLICY VIOLATION NOTICE OF PENALTY

NO. XXXXXX

Today's date: ____/____/____

☐ 1st – verbal warning

Date of policy violation: ____/____/____

☐ 2nd – written warning

Date penalty issued: ____/____/____

☐ 3rd – \$50 fine

MOSCOW FARMERS MARKET VENDOR HANDBOOK POLICY VIOLATED BY VENDOR

Name and job title of Moscow Farmers Market staff issuing penalty

Signature of Moscow Farmers Market staff issuing penalty

VENDOR INFORMATION

☐ Tier 1 ☐ Tier 2 ☐ Tier 3

Primary contact for Vendor: _____
First name Last name

Vendor doing business as: _____
Name of Business Operation

By signing this policy violation, I acknowledge receipt of penalty notice for my business
operation at the Moscow Farmers Market

Signature of Vendor primary contact: _____ Date: _____
MM/DD/YYYY

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Appendix 5 – Permits, Licensees, and Resource Contacts

Permits and licensing information is different for each Vendor category. The following list is not exhaustive and is meant for user education purposes.

Moscow Volunteer Fire Department

229 Pintail Lane or 603 South Main
Moscow, ID 83843
208-882-2831
dellinwood@ci.moscow.id.us

Public Health – Idaho North Central District

333 East Palouse River Drive
Moscow, ID 83843
208-882-7506
<https://www.idahopublichealth.com/district-2/aboutidahopublichealth>

Idaho State Tax Commission

11321 W. Chinden Blvd.
Boise, ID 83714-1021
800-972-7660 or 208-334-7660
www.tax.idaho.gov

State of Idaho Alcohol Beverage Control

Idaho State Police

700 S. Stratford Dr., Ste. 115
Meridian, ID 83642
208-884-7060
<https://www.isp.idaho.gov/abc/>

Idaho State Department of Agriculture (ISDA)

2270 Old Penitentiary Road
Boise, ID 83712
208-883-8500
info@isda.idaho.gov
<https://agri.idaho.gov/main/>

ISDA Division of Animal Industries

Eggs, Cattle, Dairy, Sheep & Goats, Swine
208-332-8540 or 208-332-8560
animal_info@isda.idaho.gov
<https://agri.idaho.gov/main/animals/animal-industries-contacts/>

ISDA Division of Plant Industries

Nursery, Florist, & Landscaping and Bees (Apiary)
208-332-8620
plantsinfo@isda.idaho.gov
<https://agri.idaho.gov/main/plants/plant-services-section-contact-information/>

ISDA Food Safety Modernization Act (FSMA)

<https://agri.idaho.gov/main/inspections/fsma-main/>

ISDA FSMA

Produce Safety Rule and Division
208-332-8502
fsma@isda.idaho.gov
<https://agri.idaho.gov/main/inspections/fsma-main/contact-fsma/>

ISDA Organic Program

208-332-8680
organics@isda.idaho.gov
<https://agri.idaho.gov/main/about/about-isda/ag-inspections/organic-certification-program/>

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ISDA Idaho State Seed Lab Seeds

2240 Kellogg Lane

Boise, ID 83712

208-332-8630

<https://agri.idaho.gov/main/laboratories/seed-lab/>

ISDA Weights and Measures

2216 Kellogg Lane

Boise, ID 83712

208-332-8690

<https://agri.idaho.gov/main/weights-and-measures/inspections-exams/contact-information/>

Food & Drug Administration (FDA) Food Safety Modernization Act (FSMA) Preventative Controls in Human Food Rule – Value-added projects and processed products made on-farm and in licensed commercial kitchens

<https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/ucm525201.htm>

University of Idaho (UI) Extension

606 S. Rayburn Street

E.J. Iddings Agricultural Science

Laboratory, Room 52

208-885-5883

extension@uidaho.edu

UI Extension Horticulture & Small Farms

Area Extension Educator, Community Food

Systems, Colette DePhelps

Agricultural Science, Room 333

Moscow, ID 83843

208-883-4003

cdepheps@uidaho.edu

<https://www.uidaho.edu/extension/small-farms>

UI Extension Horticulture & Small Farms

Area Extension Educator, Small Farms, Iris

Mayes

200 S. Almon St., Ste. 201

Moscow, ID 83843

208-883-2267

imayes@uidaho.edu

<https://www.uidaho.edu/extension/small-farms>

UI Extension FSMA Food Safety for Produce Growers

<http://www.uidaho.edu/extension/food-safety-for-produce-growers>

UI Extension FSMA Produce Safety Rule guide with concern to your farm

https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSIEeq749AF

Bees (Apiary): All beekeepers are required to register their bees with the ISDA and pay a registration fee, as well as a honey advertising tax on each colony of bees. See the Idaho Bee Inspection Program, <https://agri.idaho.gov/main/plants/bees-apiary-inspection/>.

Dairy: For information on selling raw milk, small herd exemptions, and selling shares of raw milk. See the Dairy Bureau, <https://agri.idaho.gov/main/animals/dairy-bureau/>.

Eggs: It is a requirement under [Title 37, Chapter 15](#), Idaho Code, "Egg and Egg Products" and [IDAPA 02.02.11](#) "Rules Governing Egg and Egg Products" to comply with the laws and rules if you are a distributor of egg and/or egg products or if you have three hundred (300) or more birds. If an individual **has less than three hundred (300) birds**, the eggs can be sold without complying with the requirements; however, the eggs must be clean and the container must be labeled with the individual's name, address, phone number, and the words "UNGRADED EGGS" See Avian Species, <https://agri.idaho.gov/main/animals/avian-species/eggs/>.

Fresh Produce: The FSMA Produce Safety Rule was made final in January 2016, and establishes science-based minimum standards for the safe growing, harvesting, packing and holding of fruits and vegetables grown for human consumption. Many, if not all farms, will be impacted by at least part of the FSMA Produce Safety Rule, even those that are very small. Compliance dates for some parts of the rule are already underway, with full compliance for many farms starting in January 2018. The FDA has a brief summary of the key requirements for the final Produce Safety Rule available on their website, <https://www.fda.gov/downloads/Food/GuidanceRegulation/FSMA/UCM472887.pdf>. The University of Idaho has developed a self-guided tool to determine if the FSMA Produce Safety Rule applies to your farm at https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSI Eeq749AF. For regulatory compliance in Idaho see <https://agri.idaho.gov/main/inspections/fsma-main/>. For regulatory compliance in Washington see <https://agr.wa.gov/departments/food-safety/food-safety/compliance>.

Meat: Idaho does not have any State inspected meat processing facilities so all meat sold by the cut at the Farmers Market needs to be processed in a USDA approved facility. Contact your local Public Health District for any additional food license requirements and additional information on best practices for selling meat in the Market.

Nursery, Florists, and Landscaping: Anyone who engages in, conducts, or carries on the business of propagating, growing, selling, dealing in, or importing into Idaho, for sale or distribution, any nursery or florist stock, or engages in the installation of landscape plants, or acts as an agent, salesman, or solicitor for any nurseryman, florist, landscape contractor, or dealer in nursery or florist stock, must first obtain a license to do so from the ISDA Division of Plant Industries. Pursuant to Idaho Code § 2305(2), sellers with less than \$500 gross annual sales are exempt from licensing. See Nursery, Florists, and Landscaping section, <https://agri.idaho.gov/main/plants/nurseries-florists-and-landscaping/>.

Organic: The ISDA Organic Certification Program is an accredited certifying agent of the USDA's National Organic Program. It provides certification services for crops, wild crops, livestock, and handlers/processors. The Program also provides material registration for manufactures who produce inputs used in organic production. See USDA Organic, <https://www.usda.gov/topics/organic>.

Poultry: Poultry sales and processing regulations are managed by your local Public Health District. Contact them for compliance at <https://healthandwelfare.idaho.gov/health-wellness/community-health/public-health-districts>.

Processed and Value-Added Foods: The FSMA Preventative Controls for Human Food Rule (PCHF) was finalized in 2016. Compliance dates for some businesses began in September 2016 and additional compliance dates for farms and very small businesses will begin in September 2018. It is important to understand how the PCHF Rule applies to your business. See the FDA section on the FSMA Final Rule for Preventive Controls for Human Food at <https://www.fda.gov/Food/GuidanceRegulation/FSMA/ucm334115.htm>.

For determining your compliance level see pages 7 and 20 of the FDA PCHF Compliance Guide,

<https://www.fda.gov/downloads/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/UCM526507.pdf>.

Please note, all facilities are required to notify FDA about their compliance status. To learn more about notifying FDA, see page 18 of the Compliance Guide.

Soil and Plant Amendments: Registration with ISDA is required in order to distribute soil or plant amendments in Idaho. See Feed, Fertilizers, Soil & Plant Amendments, <https://agri.idaho.gov/main/plants/feeds-fertilizers-soil-and-plant-amendments-commercial/>.

Weights and Measures: Any weighing or measuring instrument or device used for commercial purposes in Idaho is required to be licensed annually. This includes scales to measure produce at the Market. See Weights and Measures, <https://agri.idaho.gov/main/weights-and-measures/>.

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Appendix 6 – Vendor Eligibility & Approval

1. **Basic Eligibility**

All Vendors are required to be the grower/producer of the products they are interested in selling at the Market. These same products must be grown/produced within 200 air miles of Moscow, ID.

2. **Approval Process for Agricultural Vendors**

- a. Create a Farmspread account and apply to sell at the Moscow Farmers Market for the applicable season.
- b. Attend the mandatory Vendor Orientation.
- c. Complete a Site Visit with the Farmers Market Commission and Community Events Staff either prior to or during the Market Season.
 - i. **Purpose:** The purpose of a Site Visit is to verify a producer's practices as listed by the Vendor in Farmspread and to ensure compatibility with the Market's mission statement, core values, and philosophies.
 - ii. **Issues and Actions:** Any food safety and/or public health violations discovered during a Site Visit may result in an immediate suspension from the Market. Vendors who are deemed incompatible with the Market's mission statement, core values, and philosophies by the Site Visit subcommittee may attend the Market until further notice by the Commission.
 - iii. **Foragers:** Agricultural Vendors in the sub-category of Forager are required to disclose where product was harvested within a five [5] square mile description. The Market may require the Vendor to sign a disclosure form that no laws were violated in harvesting or selling of wild mushrooms, plants, or berries.
- d. Pending a satisfactory Site Visit or Commission decision, the Agricultural Vendor is approved to sell at the Market.

3. **Approval Process for Non-Agricultural Vendors**

- a. Create a Submittable account and submit a Craft & Food Jury Reservation form. Include with the form:
 - i. **Vendor Statement:** A statement that describes the tools, techniques, and traditions utilized in crafting final product(s).
 - ii. **Sourcing List:** Materials/ingredients sourcing list to include businesses, farms, and/or locations of supplies utilized to create final product(s).

- iii. **Price/Menu List:** Include pricing of items and/or a menu of product offerings as part of table display at the jury.
- iv. **Prepared Food Vendors are also required to:**
 - Submit a legible drawing, photograph, or digital rendering of proposed booth layout that includes handwashing station location, prep areas, etc.
 - Complete a Food Risk Assessment Form or submit a copy of current Food Permit License.
 - Submit examples of packaging for unsealed/open food items (i.e. plates, bulk containers, to-go packaging, etc.). Styrofoam packaging and containers are not permitted.
- b. Attend the applicable Craft & Food Jury
 - i. **Set-Up and Take-Down:** Tables are provided for Vendors. Vendors have one (1) hour to complete their table set-up and may not be present during the judging period. Vendors are required to collect their items at the end of a jury. Failure to do so results in a zero (0) score and items left behind are discarded.
 - ii. **Judging Criteria and Scoring:** A jury panel handles, examines, and/or tastes presented items. Panelists are generally comprised of Farmers Market Commission members. A Vendor's score is based on their Table Display, Sourcing Information, and Product Design and Integrity. Each evaluator completes a score card (see examples on following pages) per Vendor. Score cards are tallied and an average score is provided per Vendor. Vendors must receive a minimum score of seventy percent (70%) to be qualified to participate in the Market. Vendors who do not receive the minimum score may re-submit a Reservation Form and re-jury at a later date pending space availability. Upon request, the Community Events Manager provides evaluation feedback to Vendors seeking to make improvements to their operation.
 - iii. **Notification:** Community Events Staff notifies Vendors of the jury results within two (2) business days. The Community Events Manager reserves the right to select fewer qualified Vendors based on availability of space and current Market product mix.

- c. The Vendor must have a qualifying score and product approval to be eligible to sell at the Market.
- d. Create a Farmspread account and apply to sell at the Moscow Farmers Market for the applicable season.
- e. Attend the mandatory Vendor Orientation.
- f. Vendor is only permitted to sell their approved products at the Market. Requests to sell additional products throughout the season are to be submitted to the Community Events Manager for review. Please note: approved Non-Agricultural Vendors are subject to Site Visits if warranted by Community Events staff or Commission Members.

4. **Tier Eligibility**

- a. **First Season:** New Vendors and Vendors that have been absent for two (2) consecutive seasons are eligible for Tier 1 or Tier 2 packages. See Tier Packages on page 16. Approval status does not equate to receiving space at the Market. Vendors who complete their first season may submit a request to the Community Events Manager to be promoted to Tier 3 status for the following season. Considerations for Tier 3 status includes the Vendor's attendance, timeliness, adherence to this Handbook, available space, and product mix.
- b. **Special Considerations:** Tier 3 status is not typically granted to new Vendors in their first season. Agricultural Vendors, and Craft and Food Vendors who receive a qualifying score of ninety percent (90%) or greater, requesting Tier 3 status in their first season shall appeal to the Community Events Manager for consideration.

ARTISAN/CRAFT CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes (shared with prospective vendors that request them and are entered into the Market's record database)
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Items are relatable and present a cohesive theme				
	Product list is present and prominently displayed with prices (prices listed on each item is an acceptable substitute)				
SOURCING	Products feature local sourcing (4 points)				
	Material choices reveal a consideration for environmental and economic sustainability				
	Material choices are sourced locally within a 200 air-mile radius				
PRODUCT DESIGN AND INTEGRITY	Products offer a distinct look and feel not readily duplicated (12 points)				
	Unique				
	Structurally intact				
	Exhibit craftsmanship				
	Exhibit original design				
	Reflect local/regional area				
	Made by the prospective vendor without excessive reliance on ready-made or mass-produced elements (e.g. pre-die-cut objects, pre-fabricated objects, stamp kits, promo items, etc.)				
Display: Sourcing: Product design & integrity: All products accepted: ☐ Yes ☐ No (list products not accepted below)				Minimum qualifying score: $15.5/22 = 70\%$ Participant's score: $\underline{\hspace{1cm}}/22 = \underline{\hspace{1cm}}\%$	
Notes to the Community Events Manager:					

HOT/PREPARED/PROCESSED/ PACKAGED FOOD CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes <i>(shared with prospective vendors that request them and are entered into the Market's record database)</i>
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Item arrangement reveals forethought for customer engagement				
	Menu is present and prominently displayed with prices				
SOURCING	Products feature local sourcing (4 points)				
	Ingredient choices reveal a consideration for environmental and economic sustainability				
	Ingredient choices are sourced locally within a 200 air-mile radius				
PRODUCT DESIGN AND INTEGRITY	Product flavors & textures are appealing (6 points)				
	Appearance (sight)				
	Flavor (taste) & Aroma (smell)				
	Unique with an innovative approach to cuisine and original recipes by prospective vendors				
	Products presented in an appetizing manner (6 points)				
	Ingredient(s) label present and distinct				
	Potential allergen warnings clearly listed				
	Serving and packaging techniques exhibit adequate food safety practices (e.g. hot food served at appropriate temperatures, dairy products served at appropriate temperatures, packaged food seals are unbroken, etc.)				
	Display: Sourcing: Product design & integrity:				
	All products accepted: ☐ Yes ☐ No (list products not accepted below)				
Notes to the Community Events Manager:					
Minimum qualifying score: <u>15.5/22 = 70%</u> Participant's score: <u> /22 = %</u>					

Appendix 7 – Resolution No. 2012-05 Friendship Square Use Policy during Farmers Market Season

RESOLUTION NO. 2012 - 05

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY FOR THE USE OF FRIENDSHIP SQUARE ON MARKET DAYS DURING THE FARMERS MARKET SEASON; PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Friendship Square is City property owned, operated, and controlled by the City; and

WHEREAS, Friendship Square functions, in part, as a downtown meeting place, a place for arts performances, playground and visiting uses, protests and demonstrations, and the presentation to the public of various messages, ideas, and public expressions; and

WHEREAS, Moscow's Farmers Market (hereinafter "the Market") has been in existence for many years; and

WHEREAS, the Market is an integral part of various downtown Saturday activities during the months of May through October annually; and

WHEREAS, multiple individuals and groups (in increasing numbers) seek to access the Farmers Market audience and participants (also increasing in number) by utilizing a portion of Friendship Square on Market days; and

WHEREAS, the City wishes to make space in Friendship Square available to individuals and groups to allow them to present their messages, ideas, opportunities, and information on Market days (Saturdays) during the Farmers Market Season; and

WHEREAS, the Council believes that these Friendship Square regulations comprise Constitutionally reasonable time, place, and manner restrictions and coordination of uses in Friendship Square during Market days; and

WHEREAS, the City also wishes to coordinate Friendship Square uses by reserving portions of Friendship Square for pedestrian, music, arts and other performances, visiting, emergency access, playground uses, recreation, and other uses and access to the Market and Main Street; and

WHEREAS, coordination and accommodation of such multiple uses in Friendship Square on Market days are consistent with the law, City goals and values, and will support Market activities without undue interference with the Market;

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

The attached *Friendship Square Use Policy During Farmers Market Season* is hereby adopted and shall be effective upon publication according to law.

PASSED AND APPROVED by the Council and Mayor of the City of Moscow, Idaho, this 16th day of April, 2012.

ATTEST:

Stephanie Kalasz, City Clerk




Nancy C. Kelly, Mayor

RESOLUTION 2012-05 FRIENDSHIP SQUARE USE POLICY DURING FARMERS MARKET

APRIL 16, 2012

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FRIENDSHIP SQUARE USE POLICY
DURING FARMERS MARKET SEASON

- A. Definitions. For purposes of this Friendship Square Use Policy During Farmers Market Season ("Policy"), certain words and terms used herein are defined as follows:

City of Moscow Farmers Market, Farmers Market, Market. City-sponsored selling and associated activities which take place every Saturday from May through October in the downtown area which focuses on the sale of locally grown and/or value added produce and goods and which has traditionally occurred in 4th Street and South Jackson Street parking lot (and as shown on Attachment "A" incorporated into this Policy).

Friendship Square. The public pedestrian mall area in downtown Moscow immediately south of the Moscow Hotel, immediately north of the Skattaboe Building, east of the 4th Street and South Jackson Street parking lot and west of Main Street, as designated on the Attachment "A", incorporated into this Policy.

Market day. Every Saturday during the Farmers Market Season (from May through October) during which the Market is in operation, (i.e., 8:00 a.m. to 1:00 p.m. local time).

Speaker(s). A person or entity whose presence in Friendship Square on a Market day is primarily for the purpose of presenting a message, activity or opportunity to the Market audience, participants, and/or members of the public and which message or activity does not compete directly with Market Vendors. This includes individuals or groups who wish to utilize Speakers Space for local arts, philanthropic, charitable, non-profit, social, and other similar purposes governed by this Policy.

Speakers Space. The area generally south of the current emergency access lane, playground and permanent benches in Friendship Square and north of the north wall of the Skattaboe building currently occupied by New Saint Andrews College and Bloom Restaurant (minus the spaces in front of the ingress/egress features) that is currently available for continuing use by Speakers, as described in this Policy and as shown on Attachment "A".

- B. Background. Since the establishment of the Farmers Market in the early 1970's, a portion of Friendship Square (adjacent to the Market) has been used during Market hours of operation for local arts, philanthropic, performance, pedestrian, charitable, non-profit, social, and similar purposes. Individuals and groups in Friendship Square during Market days focus principally on getting their "message" or opportunity out to those participating in the adjacent Market (approximately 5,329 people per Market day).

The City wishes to preserve part of Friendship Square (i.e., the area in Friendship Square not identified and set apart as "Speakers Space" in Attachment "A") for the emergency access lane that runs east-west through the entirety of Friendship Square so that it remains free and open for access and/or use by emergency responders. The City also desires to allow for the safe and open use of the established public playground and benches during Farmers Market hours of operation. Additionally, the non-Speakers Space portion of Friendship Square to the north and south of the emergency access lane needs to remain open for visiting, foot traffic, bicycle, stroller, wheelchair, and similar movement through Friendship Square to access the Market and Main Street, and for music, arts, and other programs (including those organized or sponsored by City) that occur within Friendship Square as a multi-faceted downtown public venue.

Because Moscow is an inclusive community with a deep and long-term commitment to education and diversity (in all of its aspects), the City wishes to preserve space to accommodate "messages" and Speakers ("Speakers Space") in Friendship Square.

- C. **Policy Purpose.** The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square Speakers Space on Market days while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law.

By this Policy, the City does not wish to interfere with Market Policies or activities and desires that this Policy be administered independently from any Market Policy. Additionally, because of the multiplicity of uses and because of the increased density of occupancy in Friendship Square during Market day operations, with the exception of a "service animal" (as defined in the Americans With Disability Act 2010 Final Regulations), dogs and other animals and pets are not allowed in Friendship Square during the hours of 8:00 a.m. through 1:00 p.m. local time on Saturdays in May through October, unless specifically authorized in writing by the City Parks and Recreation Director for a specific planned event or demonstration (such as a raptor show or magic act).

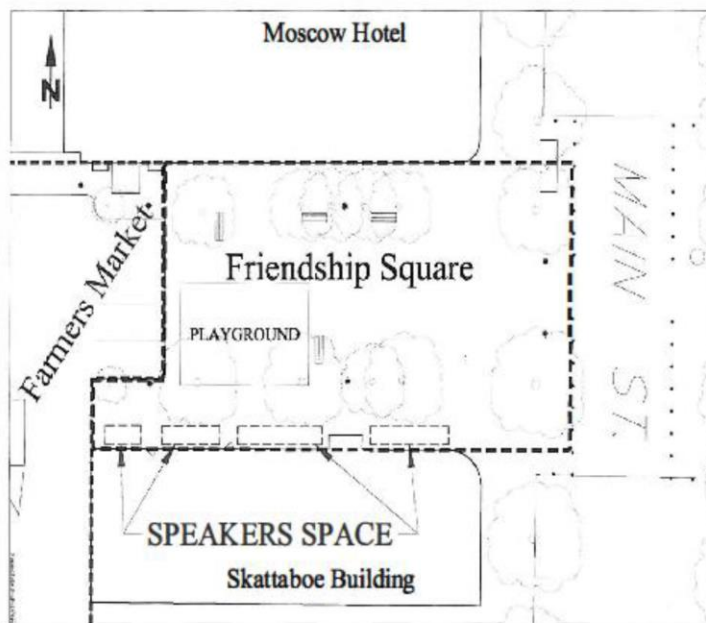
- D. **Speakers' Activities.** Within the Speakers Space, Speakers are allowed to offer information, answer questions, hand out materials, participate in discussions, and/or suggest ideas relative to their cause or message in whatever lawful manner they wish. Speakers may sell or give away promotional and other articles with the sponsoring individual or group's name, logo, cause, or graphic on them. The selling of raffle or other tickets for future local events (plays, concerts, charities, fundraisers, etc.); campaign and other political activities; solicitation and acceptance of donations; fundraising; food drives; and similar commercial speech and/or activities that do not compete with Market Vendors, are allowed in the Speakers Space during Market hours. Speakers may not sell, distribute, or give away any item that is available for purchase from a Vendor in the Market.

"For-profit" individuals and groups may use the Speakers Space if their presence is not intended to and does not result in on-site sales (other than those allowed Speakers by this Policy), taking orders for merchandise and/or for paid services. For-profit concerns may wish to contact the City for information on how to qualify as a Vendor in the Market.

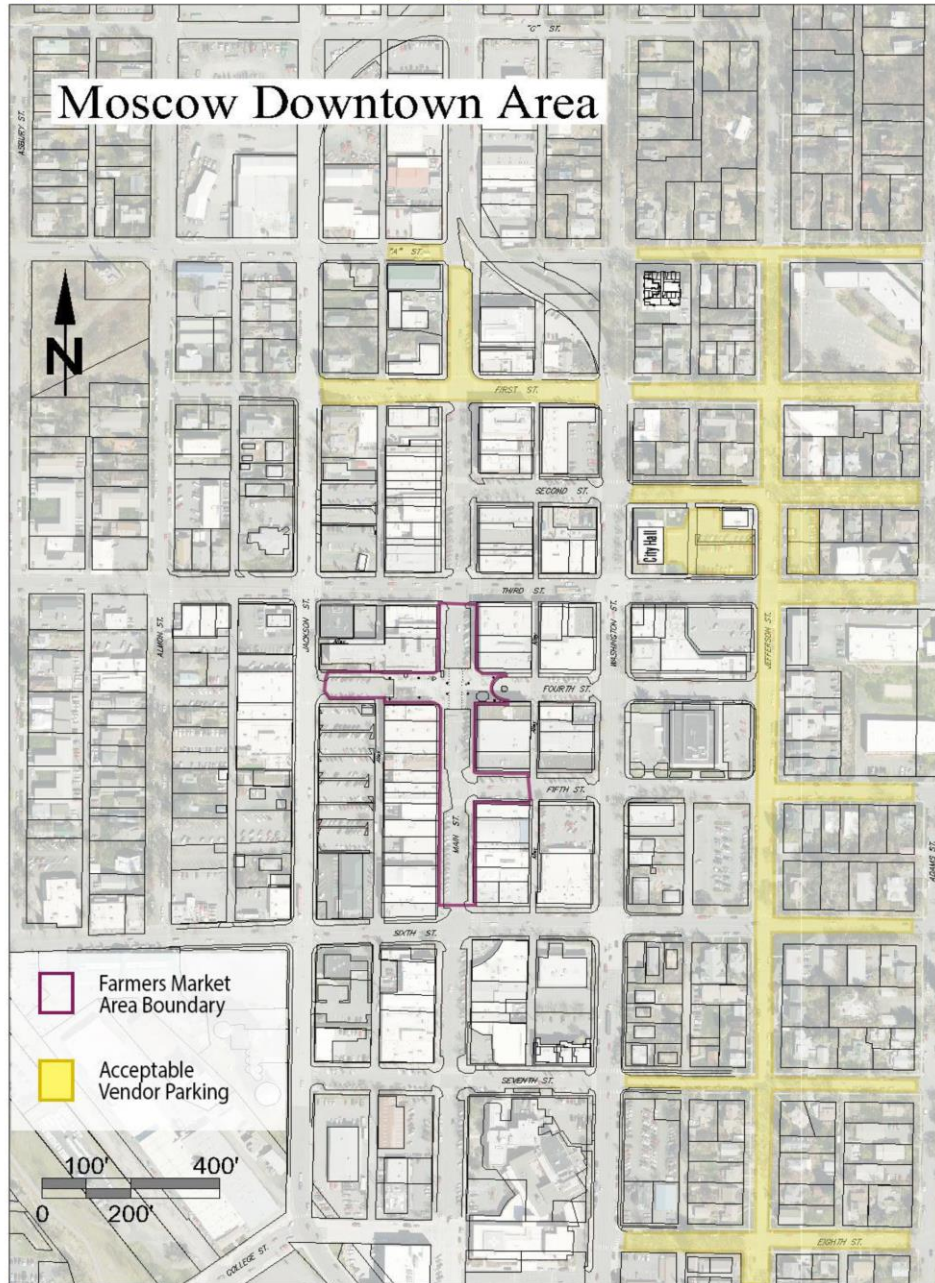
Any individual or group using all or part of the Speakers Space may also move freely within Friendship Square and within public spaces outside of the Market but such Speaker(s) may not conduct business, sales or Speakers activities within the Market. Speakers are allowed to place temporary structures in the Speakers Space (such as a piece of equipment, a table, or self-standing sign), so long as the structures are removed by 2:00 p.m. local time on Market day.

- E. The Speakers Space, identified in Attachment "A" attached to this Policy and fully incorporated herein by reference, is reserved for Speakers and Speakers activities during Market days, pursuant to this Policy.
- F. **Alternatives to Speaker(s) Display in Friendship Square.** If there is no Speakers Space available on a Market day pursuant to this Policy, the City may be contacted about using other public facilities and/or other venues or outlets for their messages, such as peaceful moving pickets or demonstrations on City sidewalks outside of the Friendship Square Speakers Space; the use of City parks and other public spaces, venues, and facilities; securing of a Vendor permit pursuant to Moscow City Code Title 9, Chapter 11; using Friendship Square during non-Market hours, etc.

ATTACHMENT " A "



Appendix 8 – Vendor Parking Map



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