

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
March 28, 2022**

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of Public Works/Finance Committee March 14, 2022 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Consideration of Janitorial Services Bid Results (ACTION ITEM) – David Schott

The City published an invitation to bid for custodial services for certain City buildings on February 19, 2022 and February 26, 2022. In addition to the published invitation to bid, seven (7) custodial services were sent the invitation to bid. Moreover, the invitation to bid was posted on the City website. Bid opening for custodial services took place on March 9, 2022, at which time two (2) bids were received. The Garson Group, LLC was the low bidder for Module #1, Module #2, Module #3, Module #5, and Module #6 in the amount of \$315,600 for the three (3) year proposed agreement from October 1, 2022 through September 30, 2025. EVCAR, Inc. dba Service Master Building Maintenance was the low bidder for Module #4 in the amount of \$30,847.56 for the three (3) year proposed agreement from October 1, 2022 through September 30, 2025.

PROPOSED ACTIONS: Recommend acceptance of the low bid from The Garson Group, LLC for Module #1, Module #2, Module #3, Module #5, and Module #6 in the amount of \$315,600 and recommend acceptance of the low bid from EVCAR, Inc. dba Service Master Building Maintenance in the amount of \$30,847.56 for Module #4; or provide staff with further direction.

3. Moscow Renaissance Fair Beer and Wine Garden Request (ACTION ITEM) – David Schott

Moscow Renaissance Fair is requesting that the City Council approve a Resolution allowing them to have a beer and wine garden provided by a licensed vendor in East City Park for Moscow Renaissance Fair 2022, between the hours of 11:00 a.m. and 7:30 p.m. local time on April 30, 2022, and 11:00 a.m. and 5:00 p.m. local time on May 1, 2022. The event is open to the public and is the first beer and wine garden request from Moscow Renaissance Fair. The location of the beer garden is located northeast of the stage at the north end of the asphalt. The Moscow Police Department has reviewed the request and require two (2) security personnel on site during the permitted event as described in the proposed Resolution. No City police officers are required.

PROPOSED ACTIONS: Recommend approval of the Resolution authorizing the beer and wine garden request for Moscow Renaissance Fair 2022; or provide staff with further direction.

4. Earth Day Celebration Beer and Wine Garden Request (ACTION ITEM) – David Schott

Inland North Waste is requesting that the City Council approve a Resolution allowing them to have a beer and wine garden provided by a licensed vendor in East City Park for Earth Day 2022, between the hours of 4:00 p.m. and 7:00 p.m. local time on April 22, 2022. The event is open to the public and is the first beer and wine garden request from Inland North Waste. The location of the beer garden is located to the southwest of the stage. The Moscow Police Department has reviewed the request and require two (2) security personnel on site during the permitted event as described in the proposed Resolution. No City police officers are required.

PROPOSED ACTIONS: Recommend approval of the Resolution authorizing the beer and wine garden request for Earth Day 2022; or provide staff with further direction.

5. KN 13014; Mountain View Rd - Professional Services Agreement for Construction Engineering and Inspection (ACTION ITEM) - Scott Bontrager

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project for FY2022 to improve a segment of Mountain View Road from Sixth St to Joseph St. The construction contract for the project was awarded by the Idaho Transportation Board last December to Western Construction of Lewiston, Idaho in the amount of \$2,188,016.60. A request for qualifications was issued by ITD for construction engineering and inspection on December 1, 2021, and one qualified engineering firm responded by the December 14th deadline. A five-person panel (two LHTAC engineers and three City Staff) independently rated the statement of qualification and a consensus was reached on the selection of J-U-B Engineers, Inc. The professional services agreement between the City of Moscow and J-U-B Engineers, Inc. was negotiated on Tuesday, March 1, 2022 in the amount of \$247,167.00. This amount equates to 11.3% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project of this complexity. The agreement has been reviewed and approved by the City Attorney.

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with J-U-B Engineers, Inc., or provide staff further direction.

6. Reaffirm Fair Housing Resolution No. 2021 - 06 and Fair Housing Proclamation (ACTION ITEM) - Alisa Anderson

As an Idaho Department of Commerce, Idaho Community Development Block Grant (CDBG) Grantee, the City is required to follow practices and obligations to Affirmatively Further Fair Housing in Moscow. As a Grantee receiving CDBG funding, the City must certify they will take actions to Affirmatively Further Fair Housing, including issuing a proclamation declaring April as Fair Housing Month and adoption of a resolution to this effect.

PROPOSED ACTIONS: Recommend reaffirming Fair Housing Resolution No. 2021-06 and approval of the 2022 Fair Housing Proclamation; or take other action deemed appropriate.

7. Child Pedestrian Safety Grant Award (ACTION ITEM) - Nate Suhr / Alisa Anderson

In 2021, the Local Highway Technical Assistance Council (LHTAC), a State organization, announced a new round of grant funding under the Children Pedestrian Safety (CPS) Program. This program requested shovel ready projects with a maximum award set at \$250,000. City staff identified the area around Moscow Middle School as an excellent candidate for the grant and submitted an application in December 2021. The project includes pedestrian improvements at the intersection of 'D' Street and Mountain View Road and the intersection of 'B' Street and Cleveland Street.

On February 23, 2022, the City was notified the request ranked 5th out of 50 applications and was recommended for approval. The attached agreement outlines the conditions of the award.

PROPOSED ACTIONS: Recommend approval to execute the LHTAC/Local Agreement - 2021 Children Pedestrian Safety (CPS) Program Mountain View Corridor, City of Moscow, CPS#5; or provide staff further direction.

8. Transportation Alternatives Program South Main Pedestrian Underpass State/Local Agreement (ACTION ITEM) - Nate Suhr / Alisa Anderson

In 2018, the City and the Moscow Urban Renewal Agency (MURA) jointly funded a study to assess the feasibility of the construction of a pedestrian underpass on South Main/U.S. 95 just south of the US Hwy. 95/S.H. 8 intersection. In February of 2020, the City applied for a Transportation Alternatives Program (TAP) grant administered by the Idaho Transportation Department (ITD). On March 18, 2020, ITD announced the City received a notification of award to receive federal funding of \$499,644 for the project. The awarded project will construct a bike/pedestrian underpass in the existing stream banks of Paradise Creek at the US Hwy. 95 crossing. The underpass will allow pedestrians and bicyclists to cross under US Hwy. 95 on a new Paradise Path connection without needing to cross US Hwy. 95, disrupting traffic flow on a busy section of the highway. The underpass will significantly improve pedestrian connectivity and safety and be constructed similar to the recently completed Styner/White underpass on Hwy. 8. The new path extension will be 710 feet long and 10 feet wide connecting to an existing route on Paradise Path leading to the Intermodal Transit Center, University of Idaho campus with adjacent connections to Gritman Medical Center, student housing and downtown Moscow. The project is scheduled to be designed in 2022 and construction during the summer of 2023.

PROPOSED ACTIONS: Recommend approval to execute State/Local Agreement (Design and Construction) Project No. A022(943) Key 22943 US-Highway 95 Pedestrian Underpass and the corresponding Resolution; or provide staff further direction.

REPORTS

Downtown Short-term Parking Update - Steve Schulte / Tyler Palmer

Staff Report (if needed)

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
March 14, 2022**

3:00 PM

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

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

PRESENT: Maureen Laflin, Anne Zabala, Gina Taruscio

OTHERS: Council Member Sandra Kelly, Council Member Julia Parker, Mayor Art Bettge, Christina Randall, Peter Robichaud, Tony Bean

STAFF: Jen Pfiffner, Mia Bautista, Scott Bontrager, Cody Riddle, Sarah Banks, Demetre Makratzakis, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Public Works/Finance Committee February 28, 2022 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report February 2022 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending February 2022.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of February 2022.

Banks introduced the item by going over the major expenditures including payroll, annual payments of airport maintenance, HRA VEBA trust, and BS&A software renewal. The Committee approved the disbursements and authorized the use of digital signatures to sign the Disbursements Report for the month of February 2022.

3. Fourth Quarter Financial Report July 1, 2021 to September 30, 2021 for FY2021 (ACTION ITEM) - Sarah Banks

Staff will present the financial report for the fourth quarter of Fiscal Year 2021 (July 1, 2021 to September 30, 2021)

PROPOSED ACTIONS: Approve the FY2021 Fourth Quarter Report, or provide staff further direction

Banks said that fiscal year expenses are normally at 75-100% but this year had quite a few anomalies. General Fund transfers were 143% due to CARES funds received. CARES funds also allowed for Information Systems to have greater revenues. The City received more revenue from the Road and Bridget tax which allowed a \$115,000 transfer to capital projects. Expenditures for Recreation and Culture had a larger unanticipated fund balance which was moved to Capital Projects. Transit Center had an adjustment in the contract so expenditures were higher than anticipated. The Committee approved the FY2021 Fourth Quarter Report.

4. Consideration of the Milton Arthur Park Playground Equipment Purchase (ACTION ITEM) - David Schott

The Parks and Recreation Department is requesting authorization to purchase Miracle playground equipment and rubber tile safety surfacing at the cost of \$100,000 from Garrett and Company, Inc., DBA Garrett Parks and Play, for Milton Arthur Park. In addition, the Parks and Recreation Department

is requesting an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing. If approved, the safety tiles and playground equipment will be installed in-house by parks crew certified installers. The playground equipment is intended for 2 to 12 year-old children. This project was approved in the FY2022 budget with the use of Hamilton Funds as required by Resolution 2017-07 which notes, "the City wishes to direct the remaining Hamilton Fund balance to be used in City Parkland Development for the purchase and installation of playground equipment and attendant pathways and access to such playgrounds in City Parks."

PROPOSED ACTIONS: Recommend approval of the purchase of Miracle playground equipment and rubber tile safety surfacing at the cost of \$100,000 from Garrett and Company, Inc., DBA Garrett Parks and Play, for Milton Arthur Park and an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing with funding from the Hamilton Fund; or provide staff further direction.

Schott introduced the item as written above. Nine proposals were received and two were non-responsive. Staff anticipates installation in October. A total of 574 votes were submitted on the equipment which is the higher ever received. By having staff install the safety tiles and equipment, \$15,000 is saved. The Committee recommended approval and that it be placed on the Council consent agenda.

5. FAA & State terminal and apron grant award reauthorization (ACTION ITEM) – Tony Bean

The Pullman Regional Airport regularly applies for grants from the U.S. Federal Government and State of Idaho for the purpose of Terminal, Site and Apron Design and Construction at the Airport. The primary grant programs that are available include FAA Grants, Bipartisan Infrastructure Law (BIL) Grants and State of Idaho Department of Transportation Aeronautics Division Grants. Competitive BIL Terminal Grants have a 5% local match requirement, and the FAA and BIL Entitlement Grants have an 8.12% local match requirement. The City Council previously authorized up to \$21,000,000 through Resolution 2020-14 and the acceptance of additional CARES Act funding through Resolution 2020-10. The current request is to authorize acceptance of up to \$21,000,000 with an estimated local match of \$1,050,482.00 from the Airport's CARES operations grant. This request is to finalize the grant acceptance actions already taken by both councils by resolution in 2020 and 2021 totaling \$33 Million in FAA Grants and the remainder of the CARES Grant awarded. To facilitate the grants, it is necessary to preauthorize its acceptance due to the short time allowed between award and acceptance. The draft resolution has been prepared for that purpose. The resolution also authorizes the execution of related assurances and certifications. Also included in the packet is a spreadsheet depicting the current funding program with potential BIL and State Grant awards as well.

PROPOSED ACTIONS: Recommend approval of the proposed Resolution preauthorizing the acceptance of up to \$21 million in grant funding from the FAA Airport Improvement Program, or provide staff further direction.

Heard as item 8.

Bean explained the bipartisan infrastructure law is allowing for additional funds. The engineering estimate was \$14,500,000 and the bid came in at \$20,500,000. Wenatchee and Tri-Cities both have a bid opening this week. FAA and Bean want to wait until those two bids have been opened to make a recommendation to the board. The apron project does not have a cap like the terminal project. The apron includes the underground tank for required collection of stormwater and deicing fluid. After discussions with FAA, he would like to request \$32,000,000 instead of \$21,000,000 in grant funding. The match will still be covered by airport CARES funding. The Committee recommended approval and that it be placed on the Council regular agenda.

6. Lilly Street Reconstruction 'A' St to Third St - Bid Results (ACTION ITEM) - Scott Bontrager

The Lilly Street Reconstruction project includes the reconstruction of Lilly Street ('A' St to Third St) and First Street (Lieullen St to Lilly St). The base bid consists of the full replacement of Lilly Street underground utilities, curb and sidewalk, and full-depth roadway replacement. Also included in

the base bid is the realignment and daylighting of Hogg Creek and an extension of the existing pathway along First Street. The Add Alternate bid consists of the reconstruction of First Street pavement, curb, sidewalk, and the installation of a new water main. The City published an advertisement for bids on February 5, 2022 and the Engineer's Estimate for construction is \$1,577,822.40 for Base Bid and \$211,587.00 for the Add Alternate.

Bid opening for the project took place on March 1, 2022, at which one (1) bid was received. The responsive bid received was submitted by Razz Construction with a Base Bid of \$2,128,771.75 and an Add Alternate bid of \$241,987.00. A bid analysis is included in the Committee packet.

PROPOSED ACTIONS: Recommend rejection of the low bid from Razz Construction, Inc; or provide staff with further direction.

Item heard as item 5.

Bontrager introduced the item as written above and said staff anticipates better prices on a bid next spring. Staff can handle any spot repairs if necessary. The Committee recommended rejection of the low bid from Razz Construction, Inc and that it be placed on the Council consent agenda.

7. Paul Mann Building Restoration Project - Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

In November of 2011, a professional structural evaluation of the Paul Mann Building revealed minor structural deficiencies with the concrete masonry (CMU) and provided recommendations to repair the cracking and replace the roof to improve drainage and limit water accumulation above the CMU. In 2021, Castellaw Kom Architects (CKA) were hired by the City for professional design services with the scope of replacing the existing membrane roof with insulation and a new 20-year membrane roof, repairing the CMU walls, and the installation of a new weather barrier and metal cladding system on the south and west sides of the building, which will limit water damage to the CMU as well as improve the appearance of the building. Add alternates were also added to the project for:

- Add/Alt #1 - Additional metal cladding on the north and east faces of the building
- Add/Alt #2 - Increase the thickness of the proposed new roof to meet a 30-year warranty

The City published an advertisement for bids on February 5, 2022 and the Architect's Estimate for construction is \$149,221 for Base Bid, \$26,826 for Add Alternate #1, and \$45,103 for Add Alternate #2.

Bid opening for the project took place on March 8, 2022, at which one (1) bid was received. The responsive bid received was from Dardan Enterprises, Inc with a Base Bid of \$139,486, an Add Alternate #1 bid of \$24,120, and Add Alternate #2 bid of \$9,250. A full bid tabulation is included in the Committee packet.

PROPOSED ACTIONS: Recommend acceptance of the low bid from Dardan Enterprises, Inc., award the contract for the base bid and both additive alternates for the total sum of \$172,856, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

Item heard as item 6.

Makratzakis introduced the item as written above. The cracking in the masonry would be repaired using structural epoxy and a fluid weather barrier membrane would be applied to the entire exterior. Metal wall panels would be installed on all four sides of the building and would add service life to the building. The thermal plastic membrane roof will also be replaced. Replacement of the windows would cost approximately \$175,000 so are not included in this project. The Committee recommended approval and that it be placed on the Council consent agenda.

8. Request from Palouse Ice Rink for Hamilton Funds (ACTION ITEM) – Mia Bautista / PIR Representative

By adoption of Resolution 2017-13, and its successors, Resolution 2019-16, and Resolution 2021-02, the Moscow City Council approved a commitment of \$1 million dollars of Hamilton Funds to the Rotary Veterans Memorial Pavilion, Inc., an Idaho nonprofit corporation d/b/a Palouse Ice Rink nonprofit association, for construction of an ice rink facility.

Subsequent to the passage and approval of Resolution 2021-02 and the Memorandum of Understanding entered between the City and PIR on March 3, 2021, PIR was unable to secure a loan through Zion's bank, but thereafter secured funding through Idaho Central Credit Union (ICCU) and the estimated cost to construct the ice rink facility increased, which required PIR to secure other funding sources to cover the increased costs for construction of the ice rink. On July 9, 2021, PIR purchased the property at 2009/2013 S. Main Street and at 325 West Palouse River Drive for the amount of \$2,585,000 from NRS Properties, LLC to construct the new ice rink facility. PIR paid \$500,000 at closing and entered into an agreement to pay an interest-only promissory note for the remaining \$2,085,000 with a balloon payment due on or before October 1, 2031. The note bears an annual interest rate of four and a half percent (4.5%) and is to be paid in quarterly installments on January 1, April 1, July 1 and October 1 each year until completion. PIR converted the property at 2009/2013 South Main Street into two condominium units, sold Unit 1 of the condominiums for \$600,000, said funds are being utilized for the construction of the ice rink facility. On November 24, 2021, PIR sold the property located at 325 West Palouse River Drive for \$343,500. PIR obtained an appraisal report that excludes Unit 1 and excludes the 325 West Palouse River Drive properties that were sold, and received an appraisal that concluded the ice rink facility would be valued at approximately \$4,700,000 after completion of construction. PIR secured Ginno Construction to act as general contractor for the construction of the new ice rink, who has estimated cost projections as of March 8, 2022, to complete Phase I is \$4,391,210. PIR has the following funding sources to pay for the construction of Phase I of the new ice rink facility:

\$1,468,679	PIR Cash available
\$1,500,000	ICCU Loan
\$1,000,000	City of Moscow
\$61,000	Pledges to be paid this year when the City of Moscow releases funds
\$341,056	Construction costs already paid to date

As a result of the increased cost of construction, the revised purchase and sale of the properties, the new lender and revised agreements associated with the funding sources, PIR is requesting the City Council to renew its commitment of Hamilton Funds to be used in the new location, with revisions to the terms limiting the commitment of said funds and revisions to the draw process that comports with both ICCU's and the City of Moscow's fiduciary responsibilities through the attached revised Resolution which will replace Resolution 2021-02 and the Amended MOU to replace the MOU executed on March 3, 2021. The 2020 PIR Business Plan and additional materials relating to the Council's previous commitment of Hamilton Funds are within the Council packet.

PROPOSED ACTIONS: Review Amended Memorandum of Understanding and Resolution stating conditions of approval of Palouse Ice Rink's Request for City participation of \$1 million of Hamilton Funds to assist in construction of the ice rink, and approve, or deny, or modify the Amended MOU and Resolution, or take other action deemed appropriate.

Item heard as item 7.

Christina Randall explained the cost of construction has gone up by approximately \$1,000,000. ICCU required more money to be raised for phase one which was done with the sale of property and a reduction of the budget in a couple places. Bautista said she included some of the history in the MOU and the resolution. After a meeting between ICCU, City and PIR, the MOU includes everything that will work for all entities. The Committee recommended approval and that it be placed on the Council regular agenda.

REPORTS

Staff Report (if needed)

No report.

ADJOURN

The meeting closed at 3:42 p.m.

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, March 28, 2022



RESPONSIBLE STAFF

David Schott, Parks and Facilities Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Consideration of Janitorial Services Bid Results (ACTION ITEM) – David Schott

DESCRIPTION

The City published an invitation to bid for custodial services for certain City buildings on February 19, 2022 and February 26, 2022. In addition to the published invitation to bid, seven (7) custodial services were sent the invitation to bid. Moreover, the invitation to bid was posted on the City website. Bid opening for custodial services took place on March 9, 2022, at which time two (2) bids were received.

The City of Moscow grouped all City buildings into six (6) modules for the purposes of bidding. Bidders were allowed to bid on one (1) module, multiple modules, or all the modules. The City would then enter into a professional services agreement with the successful bidder for each module. The proposed agreement will commence October 1, 2022, and extend to September 30, 2025.

A breakdown of the thirteen (13) City buildings by module is as follows:

Module #1: Moscow Police Station

Module #2: City Hall - Paul Mann Building

Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center

Module #4: Fire Station #1 - Fire Station #3 - City Shop

Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building - Water Operations Building

Module #6: Intermodal Transit Center (ITC) - Haddock Building

The Garson Group, LLC was the low bidder for Module #1, Module #2, Module #3, Module #5, and Module #6 in the amount of \$315,600 for the three (3) year Agreement from October 1, 2022 through September 30, 2025.

EVCAR, Inc. dba Service Master Building Maintenance was the low bidder for Module #4 in the amount of \$30,847.56 for the three (3) year Agreement from October 1, 2022 through September 30, 2025.

STAFF RECOMMENDATION

Recommend acceptance of the low bid from The Garson Group, LLC for Module #1, Module #2, Module #3, Module #5, and Module #6 in the amount of \$315,600 and recommend acceptance of the low bid from EVCAR, Inc. dba Service Master Building Maintenance in the amount of \$30,847.56 for Module #4.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the low bid from The Garson Group, LLC for Module #1, Module #2, Module #3, Module #5, and Module #6 in the amount of \$315,600 and

recommend acceptance of the low bid from EVCAR, Inc. dba Service Master Building Maintenance in the amount of \$30,847.56 for Module #4; or provide staff with further direction.

FISCAL IMPACT

The expenses for janitorial services are expensed from various budgets throughout the City under Janitorial Services & Supplies.

PERSONNEL IMPACT

ATTACHMENTS

1. 03.09.22 Bid Tally - Custodial Services for Certain City Buildings
2. 03.09.22 Bid Package TheGarsonGroup
3. GarsonGroup Commercial Liability & Property Loss (City of Moscow)
4. GarsonGroup Fidelity Bond
5. 03.09.22 Bid Package Service Master
6. EVACR Insurance
7. 03.10.22 Janitorial Contract_TheGarsonGroup_final
8. 03.10.22 JanitorialContract_ServiceMaster_final

March 9, 2022 Bid Results - Custodial Services for Certain City Buildings
Bid Tally

Contractor:		Evcar, Inc.		Garson Group	
Module #1: Moscow Police Station*		Monthly	Annual	Monthly	Annual
October 1, 2022 - September 30, 2023 (Police Station*)		\$ _____	\$ _____	\$ 1,200.00	\$ 14,400.00
October 1, 2023 - September 30, 2024 (Police Station*)		\$ _____	\$ _____	\$ 1,300.00	\$ 15,600.00
October 1, 2024 - September 30, 2025 (Police Station*)		\$ _____	\$ _____	\$ 1,350.00	\$ 16,200.00
MODULE #1 TOTAL ANNUAL:		No Bid		\$ 46,200.00	
Module #2: City Hall* - Paul Mann Building		Monthly	Annual	Monthly	Annual
October 1, 2022 - September 30, 2023 (City Hall*)		\$ 1,092.00	\$ 13,104.00	\$ 600.00	\$ 7,200.00
October 1, 2023 - September 30, 2024 (City Hall*)		\$ 1,101.75	\$ 13,221.00	\$ 600.00	\$ 7,200.00
October 1, 2024 - September 30, 2025 (City Hall*)		\$ 1,111.50	\$ 13,338.00	\$ 750.00	\$ 9,000.00
October 1, 2022 - September 30, 2023 (Paul Mann)		\$ 546.00	\$ 6,552.00	\$ 500.00	\$ 6,000.00
October 1, 2023 - September 30, 2024 (Paul Mann)		\$ 550.94	\$ 611.28	\$ 500.00	\$ 6,000.00
October 1, 2024 - September 30, 2025 (Paul Mann)		\$ 555.75	\$ 6,669.00	\$ 600.00	\$ 7,200.00
MODULE #2 TOTAL ANNUAL:		\$ 59,495.28		\$ 42,600.00	
Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center		Monthly	Annual	Monthly	Annual
October 1, 2022 - September 30, 2023 (HIRC)		\$ _____	\$ _____	\$ 2,200.00	\$ 26,400.00
October 1, 2023 - September 30, 2024 (HIRC)		\$ _____	\$ _____	\$ 2,200.00	\$ 26,400.00
October 1, 2024 - September 30, 2025 (HIRC)		\$ _____	\$ _____	\$ 2,500.00	\$ 30,000.00
October 1, 2022 - September 30, 2023 (Eggan Youth Center)		\$ _____	\$ _____	\$ 900.00	\$ 10,800.00
October 1, 2023 - September 30, 2024 (Eggan Youth Center)		\$ _____	\$ _____	\$ 900.00	\$ 10,800.00
October 1, 2024 - September 30, 2025 (Eggan Youth Center)		\$ _____	\$ _____	\$ 900.00	\$ 10,800.00
MODULE #3 TOTAL ANNUAL:		No Bid		\$ 115,200.00	
Module #4: Fire Station #1 - Fire Station #3 - City Shop		Monthly	Annual	Monthly	Annual
October 1, 2022 - September 30, 2023 (Fire Station #1)		\$ 242.61	\$ 2,911.32	\$ 400.00	\$ 4,800.00
October 1, 2023 - September 30, 2024 (Fire Station #1)		\$ 244.83	\$ 2,937.96	\$ 400.00	\$ 4,800.00
October 1, 2024 - September 30, 2025 (Fire Station #1)		\$ 247.00	\$ 2,964.00	\$ 500.00	\$ 6,000.00
October 1, 2022 - September 30, 2023 (Fire Station #3)		\$ 242.61	\$ 2,911.32	\$ 400.00	\$ 4,800.00
October 1, 2023 - September 30, 2024 (Fire Station #3)		\$ 244.83	\$ 2,937.96	\$ 450.00	\$ 5,400.00
October 1, 2024 - September 30, 2025 (Fire Station #3)		\$ 247.00	\$ 2,964.00	\$ 500.00	\$ 6,000.00
October 1, 2022 - September 30, 2023 (City Shop)		\$ 364.00	\$ 4,368.00	\$ 400.00	\$ 4,800.00
October 1, 2023 - September 30, 2024 (City Shop)		\$ 367.25	\$ 4,407.00	\$ 400.00	\$ 4,800.00
October 1, 2024 - September 30, 2025 (City Shop)		\$ 370.50	\$ 4,446.00	\$ 550.00	\$ 6,600.00
MODULE #4 TOTAL ANNUAL:		\$ 30,847.56		\$ 48,000.00	
Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building - Water Operations Building		Monthly	Annual	Monthly	Annual
October 1, 2022 - September 30, 2023 (WRRF)		\$ 1,516.67	\$ 18,200.40	\$ 850.00	\$ 10,200.00
October 1, 2023 - September 30, 2024 (WRRF)		\$ 1,530.23	\$ 18,362.76	\$ 850.00	\$ 10,200.00
October 1, 2024 - September 30, 2025 (WRRF)		\$ 1,543.75	\$ 18,525.00	\$ 1,000.00	\$ 12,000.00
October 1, 2022 - September 30, 2023 (Magyar Building)		\$ 637.00	\$ 7,644.00	\$ 500.00	\$ 6,000.00
October 1, 2023 - September 30, 2024 (Magyar Building)		\$ 642.69	\$ 7,712.28	\$ 500.00	\$ 6,000.00
October 1, 2024 - September 30, 2025 (Magyar Building)		\$ 648.38	\$ 7,780.56	\$ 550.00	\$ 6,600.00
October 1, 2022 - September 30, 2023 (Water Operations Building)		\$ 910.00	\$ 10,920.00	\$ 700.00	\$ 8,400.00
October 1, 2023 - September 30, 2024 (Water Operations Building)		\$ 918.13	\$ 11,017.56	\$ 750.00	\$ 9,000.00
October 1, 2024 - September 30, 2025 (Water Operations Building)		\$ 926.25	\$ 11,115.00	\$ 800.00	\$ 9,600.00
MODULE #5 TOTAL ANNUAL:		\$ 111,277.56		\$ 78,000.00	
Module #6: Intermodal Transit Center (ITC) - Haddock Building		Monthly	Annual	Monthly	Annual
October 1, 2022 - September 30, 2023 (ITC)		\$ 910.00	\$ 10,920.00	\$ 450.00	\$ 5,400.00
October 1, 2023 - September 30, 2024 (ITC)		\$ 918.13	\$ 11,017.56	\$ 450.00	\$ 5,400.00
October 1, 2024 - September 30, 2025 (ITC)		\$ 926.25	\$ 11,115.00	\$ 500.00	\$ 6,000.00
October 1, 2022 - September 30, 2023 (Haddock Building)		\$ 1,092.00	\$ 13,104.00	\$ 400.00	\$ 4,800.00
October 1, 2023 - September 30, 2024 (Haddock Building)		\$ 1,101.75	\$ 13,221.00	\$ 500.00	\$ 6,000.00
October 1, 2024 - September 30, 2025 (Haddock Building)		\$ 1,111.50	\$ 13,308.00	\$ 500.00	\$ 6,000.00
MODULE #6 TOTAL ANNUAL:		\$ 72,155.56		\$ 33,600.00	
Addendum No. 1 (Y/N)		Y		Y	
Addendum No. 2 (Y/N)		Y		Y	

David R. Schott
Name of Recorder

David R. Schott 3/9/22
Signature

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids at the City Clerk's office, third floor of City Hall, 206 East Third Street, P.O. Box 9203, Moscow, Idaho, 83843, until 10:00 a.m., prevailing local time, Wednesday, March 9, 2022, for the following services:

CUSTODIAL SERVICES FOR CERTAIN CITY BUILDINGS

All proposals will be publicly opened and read aloud at 10:05 a.m. on March 9, 2022 in the Council Chambers, second floor of City Hall.

Specifications, bid proposal forms, and other information are available at:

City of Moscow City Shops
650 North Van Buren Street
Moscow, Idaho 83843
(208) 883-7098

INSTRUCTIONS: The City of Moscow has grouped all City buildings into six (6) modules for the purposes of bidding. Bidders may bid on one (1) module, multiple modules, or all the modules. The City will enter into a Professional Services Agreement with the successful bidder for each module.

DESCRIPTION OF WORK: The work consists of providing janitorial services for the City of Moscow at the following buildings:

- Module #1: Moscow Police Station*
- Module #2: City Hall* and Paul Mann Building.
- Module #3 Hamilton Indoor Recreation Center and Eggan Youth Center.
- Module #4: Fire Station #1, Fire Station #3, and City Shop
- Module #5 Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building.
- Module #6: Intermodal Transit Center and Haddock Building

*Note: The Police Station and City Hall will require a background check and participate in Criminal Justice Information Services (CJIS).

The contractor will furnish all cleaning equipment and materials necessary to perform the listed services, with the exception of toilet tissue, hand towels, hand soap, garbage sacks, toilet seat covers, and light bulbs.

CONTRACT PERIOD: The successful bidder for each module will be required to enter into a Professional Services Agreement with the City of Moscow. The Agreement will commence October 1, 2022, and extend to September 30, 2025.

PRE-BID TOUR APPOINTMENTS: Bidders may request a pre-bid tour of any or all City facilities from March 2, 2022 through March 4, 2022 by appointment. To request an appointment, please contact David Schott, Parks and Facilities Manager at dschott@ci.moscow.id.us.

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.

BID SCHEDULE

Module #1: Moscow Police Station*

	Monthly	Annual
October 1, 2022 - September 30, 2023 (Police Station*)	\$ 1,200.00	\$ 14,400.00
October 1, 2023 - September 30, 2024 (Police Station*)	\$ 1,300.00	\$ 15,600.00
October 1, 2024 - September 30, 2025 (Police Station*)	\$ 1,350.00	\$ 16,200.00
MODULE #1 TOTAL ANNUAL:		\$ 46,200.00

Module #2: City Hall* - Paul Mann Building

	Monthly	Annual
October 1, 2022 - September 30, 2023 (City Hall*)	\$ 600.00	\$ 7,200.00
October 1, 2023 - September 30, 2024 (City Hall*)	\$ 600.00	\$ 7,200.00
October 1, 2024 - September 30, 2025 (City Hall*)	\$ 750.00	\$ 9,000.00
October 1, 2022 - September 30, 2023 (Paul Mann)	\$ 500.00	\$ 6,000.00
October 1, 2023 - September 30, 2024 (Paul Mann)	\$ 500.00	\$ 6,000.00
October 1, 2024 - September 30, 2025 (Paul Mann)	\$ 600.00	\$ 7,200.00
MODULE #2 TOTAL ANNUAL:		\$42,600.00

Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center

	Monthly	Annual
October 1, 2022 - September 30, 2023 (HIRC)	\$ 2,200.00	\$26,400.00
October 1, 2023 - September 30, 2024 (HIRC)	\$ 2,200.00	\$26,400.00
October 1, 2024 - September 30, 2025 (HIRC)	\$ 2,500.00	\$30,000.00
October 1, 2022 - September 30, 2023 (Eggan Youth Center)	\$ 900.00	\$10,800.00
October 1, 2023 - September 30, 2024 (Eggan Youth Center)	\$ 900.00	\$10,800.00
October 1, 2024 - September 30, 2025 (Eggan Youth Center)	\$ 900.00	\$10,800.00
MODULE #3 TOTAL ANNUAL:		\$ 115,200.00

Module #4: Fire Station #1 - Fire Station #3 - City Shop

	Monthly	Annual
October 1, 2022 - September 30, 2023 (Fire Station #1)	\$ 400.00	\$ 4,800.00
October 1, 2023 - September 30, 2024 (Fire Station #1)	\$ 400.00	\$ 4,800.00
October 1, 2024 - September 30, 2025 (Fire Station #1)	\$ 500.00	\$ 6,000.00
October 1, 2022 - September 30, 2023 (Fire Station #3)	\$ 400.00	\$ 4,800.00
October 1, 2023 - September 30, 2024 (Fire Station #3)	\$ 450.00	\$ 5,400.00
October 1, 2024 - September 30, 2025 (Fire Station #3)	\$ 500.00	\$ 6,000.00
October 1, 2022 - September 30, 2023 (City Shop)	\$ 400.00	\$ 4,800.00
October 1, 2023 - September 30, 2024 (City Shop)	\$ 400.00	\$ 4,800.00
October 1, 2024 - September 30, 2025 (City Shop)	\$ 550.00	\$ 6,600.00
MODULE #4 TOTAL ANNUAL:		\$ 48,000.00

Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building - Water Operations Building

	Monthly	Annual
October 1, 2022 - September 30, 2023 (WRRF)	\$ 850.00	\$10,200.00
October 1, 2023 - September 30, 2024 (WRRF)	\$ 850.00	\$10,200.00
October 1, 2024 - September 30, 2025 (WRRF)	\$ 1,000.00	\$12,000.00
October 1, 2022 - September 30, 2023 (Magyar Building)	\$ 500.00	\$ 6,000.00
October 1, 2023 - September 30, 2024 (Magyar Building)	\$ 500.00	\$ 6,000.00
October 1, 2024 - September 30, 2025 (Magyar Building)	\$ 550.00	\$ 6,600.00
October 1, 2022 - September 30, 2023 (Water Operations Building)	\$ 700.00	\$ 8,400.00
October 1, 2023 - September 30, 2024 (Water Operations Building)	\$ 750.00	\$ 9,000.00
October 1, 2024 - September 30, 2025 (Water Operations Building)	\$ 800.00	\$ 9,600.00
MODULE #5 TOTAL ANNUAL:		\$78,000.00

Module #6: Intermodal Transit Center (ITC) - Haddock Building

	Monthly	Annual
October 1, 2022 - September 30, 2023 (ITC)	\$ 450.00	\$ 5,400.00
October 1, 2023 - September 30, 2024 (ITC)	\$ 450.00	\$ 5,400.00
October 1, 2024 - September 30, 2025 (ITC)	\$ 500.00	\$ 6,000.00
October 1, 2022 - September 30, 2023 (Haddock Building)	\$ 400.00	\$ 4,800.00
October 1, 2023 - September 30, 2024 (Haddock Building)	\$ 500.00	\$ 6,000.00
October 1, 2024 - September 30, 2025 (Haddock Building)	\$ 500.00	\$ 6,000.00
MODULE #6 TOTAL ANNUAL:		\$33,600.00

* Note: The Police Department Building and City Hall will require a background check and participate in Criminal Justice Information Services (CJIS)

SUBMITTED BY:

The Garson Group LLC

Firm Name

Firm Address **Banner Bank Building, Boise, ID 83702**

612-704-1126

Phone

Authorized Representative's Signature

March 1st, 2022

Date

ElijahGarley@icloud.com

Email contact address

**LIST FIVE (5) PROFESSIONAL CLEANING REFERENCES OF SIMILAR SIZED
CLIENTS
WITHIN PAST FIVE (5) YEARS:**

	Name	Address	Telephone
1.	University of South Dakota	414 East Clark St. Vermillion, SD 57069	605-658-3632
2.	City of Minneapolis	661 5th Ave N, Minneapolis MN 55405	612-710-2449
3.	Kansas State University	Kansas State University, Manhattan KS 66506	785-317-2734
4.	Minnesota State University- Mankato	288 Wicking Center, Minnesota State University, Mankato, Mankato 56001	763-381-4656
5.	Moorehouse College	830 Westview Dr SW, Atlanta Georgia 30314	470-631-2002

March 2, 2022

ADDENDUM NO. 1

City of Moscow Project: Custodial Services for Certain City Buildings

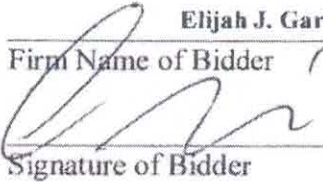
The following changes, additions, clarifications, and/or deletions are hereby made a part of the City of Moscow's Invitation for Bids for Custodial Services for Certain City Buildings as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

- Sample Professional Services Agreement: On page 8 under Paul Mann Building, Building office / lobby remove 1,284 SF and replace with 664 SF

Paul Mann Building

Restroom	150	tile/vinyl
Offices	484	carpet
Building office / lobby	1,284 664	carpet
Engineering	725	carpet
Copy room	84	tile
Break room	228	carpet
Two sets of stairs		vinyl

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


Elijah J. Garley
Firm Name of Bidder
Signature of Bidder

Operating Manager
Title

March 1st, 2022
Date

March 2, 2022

ADDENDUM NO. 2

City of Moscow Project: Custodial Services for Certain City Buildings

The following changes, additions, clarifications, and/or deletions are hereby made a part of the City of Moscow's Invitation for Bids for Custodial Services for Certain City Buildings as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

- Sample Professional Services Agreement: On page 10 under Water Operations Building, Restrooms(2) remove (2) and replace with (4) AND remove 90 SF and replace with 148 SF.

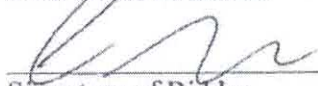
Water Operations Building

Offices(3)	367	tile
Breakroom	625	tile
Hallway/copy	164	concrete
Restrooms(2)(4)	90 148	tile

Receipt of **ADDENDUM NO. 2** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Elijah J. Garley

Firm Name of Bidder



Signature of Bidder

Operating Manager

Title

March 1st, 2022

Date



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): 844-357-0403	FAX (A/C, No):
INSURED The Garson Group LLC 950 Bannock St. Suite 1100 Boise, Idaho 83702	E-MAIL ADDRESS: contact@hiscox.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc.	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		
NAIC #		
10200		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☐ PROPERTY	P100.446.466.1	03/14/2022	03/14/2023	☒ BUILDING	\$
	☐ CAUSES OF LOSS				☒ PERSONAL PROPERTY	\$ 5,000
	☐ DEDUCTIBLES				☐ BUSINESS INCOME	\$
	☐ BASIC				☐ EXTRA EXPENSE	\$
	☒ BROAD				☐ RENTAL VALUE	\$
	☐ SPECIAL				☐ BLANKET BUILDING	\$
	☐ CONTENTS				☐ BLANKET PERS PROP	\$
	☐ \$ 500				☐ BLANKET BLDG & PP	\$
	☐ EARTHQUAKE					\$
	☐ WIND					\$
	☐ FLOOD					\$
	☐ INLAND MARINE	TYPE OF POLICY				\$
	☐ CAUSES OF LOSS	POLICY NUMBER				\$
	☐ NAMED PERILS					\$
	☐ CRIME					\$
	☐ TYPE OF POLICY					\$
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Moscow Municipal Corporation of the State of Idaho
206 East 3rd Street
Moscow, Idaho 83843

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Garson Group LLC 950 Bannock St. Suite 1100 Boise, Idaho 83702	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			P100.446.466.1	03/14/2022	03/14/2023	EACH OCCURRENCE \$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 500,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Moscow Municipal Corporation of the State of Idaho 206 East 3rd Street Moscow, Idaho 83843	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2022

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PRODUCER Insurance Brokers of MN, Inc. 6300 Shingle Creek Parkway Brooklyn Center MN 55430	CONTACT NAME: Steven G. Graham PHONE (A/C, No, Ext): (763) 566-8345 E-MAIL ADDRESS: s.graham@insurancebrokersmn.com FAX (A/C, No): (763) 566-8344														
INSURED The Garson Group LLC 950 Bannock St. Suite 1100 Boise, Idaho 83702	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: CNA Western Surety</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CNA Western Surety		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: CNA Western Surety															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL2231503307**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	FIDELITY BOND			66177513	03/15/2022	03/15/2023	LIMIT \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Moscow
206 East 3rd Street

Moscow

ID 83843

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

INVITATION TO BID

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Moscow, Idaho 83843
(208) 883-7098

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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.

BID SCHEDULE

Module #1: Moscow Police Station*

	Monthly	Annual
October 1, 2022 - September 30, 2023 (Police Station*)	\$	\$
October 1, 2023 - September 30, 2024 (Police Station*)	\$	\$
October 1, 2024 - September 30, 2025 (Police Station*)	\$	\$
MODULE #1 TOTAL ANNUAL:		\$

Module #2: City Hall* - Paul Mann Building

	Monthly	Annual
October 1, 2022 - September 30, 2023 (City Hall*)	\$1012.00	\$13104.00
October 1, 2023 - September 30, 2024 (City Hall*)	\$1101.75	\$13221.00
October 1, 2024 - September 30, 2025 (City Hall*)	\$1111.50	\$13338.00
October 1, 2022 - September 30, 2023 (Paul Mann)	\$546.00	\$6552.00
October 1, 2023 - September 30, 2024 (Paul Mann)	\$550.94	\$6611.28
October 1, 2024 - September 30, 2025 (Paul Mann)	\$555.75	\$6669.00
MODULE #2 TOTAL ANNUAL:		\$94415.28

Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center

	Monthly	Annual
October 1, 2022 - September 30, 2023 (HIRC)	\$	\$
October 1, 2023 - September 30, 2024 (HIRC)	\$	\$
October 1, 2024 - September 30, 2025 (HIRC)	\$	\$
October 1, 2022 - September 30, 2023 (Eggan Youth Center)	\$	\$
October 1, 2023 - September 30, 2024 (Eggan Youth Center)	\$	\$
October 1, 2024 - September 30, 2025 (Eggan Youth Center)	\$	\$
MODULE #3 TOTAL ANNUAL:		\$

Module #4: Fire Station #1 - Fire Station #3 - City Shop

	Monthly	Annual
October 1, 2022 - September 30, 2023 (Fire Station #1)	\$242.61	\$2911.32
October 1, 2023 - September 30, 2024 (Fire Station #1)	\$244.83	\$2937.96
October 1, 2024 - September 30, 2025 (Fire Station #1)	\$247.00	\$2964.00
October 1, 2022 - September 30, 2023 (Fire Station #3)	\$242.61	\$2911.32
October 1, 2023 - September 30, 2024 (Fire Station #3)	\$244.83	\$2937.96
October 1, 2024 - September 30, 2025 (Fire Station #3)	\$247.00	\$2964.00
October 1, 2022 - September 30, 2023 (City Shop)	\$364.00	\$4368.00
October 1, 2023 - September 30, 2024 (City Shop)	\$367.25	\$4407.00
October 1, 2024 - September 30, 2025 (City Shop)	\$370.50	\$4446.00
MODULE #4 TOTAL ANNUAL:		\$30847.56

Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building - Water Operations Building

	Monthly	Annual
October 1, 2022 - September 30, 2023 (WRRF)	\$1516.67	\$18200.40
October 1, 2023 - September 30, 2024 (WRRF)	\$1530.23	\$18362.76
October 1, 2024 - September 30, 2025 (WRRF)	\$1543.75	\$18525.00
October 1, 2022 - September 30, 2023 (Magyar Building)	\$637.00	\$7644.00
October 1, 2023 - September 30, 2024 (Magyar Building)	\$642.67	\$7712.08
October 1, 2024 - September 30, 2025 (Magyar Building)	\$648.38	\$7780.56
October 1, 2022 - September 30, 2023 (Water Operations Building)	\$910.00	\$10920.00
October 1, 2023 - September 30, 2024 (Water Operations Building)	\$918.13	\$11017.56
October 1, 2024 - September 30, 2025 (Water Operations Building)	\$926.25	\$1115.00
MODULE #5 TOTAL ANNUAL:		\$11277.56

Module #6: Intermodal Transit Center (ITC) - Haddock Building

	Monthly	Annual
October 1, 2022 - September 30, 2023 (ITC)	\$910.00	\$10920.00
October 1, 2023 - September 30, 2024 (ITC)	\$918.13	\$11017.56
October 1, 2024 - September 30, 2025 (ITC)	\$926.25	\$1115.00
October 1, 2022 - September 30, 2023 (Haddock Building)	\$1092.00	\$13104.00
October 1, 2023 - September 30, 2024 (Haddock Building)	\$1101.75	\$13221.00
October 1, 2024 - September 30, 2025 (Haddock Building)	\$1111.50	\$13338.00
MODULE #6 TOTAL ANNUAL:		\$72155.56

* Note: The Police Department Building and City Hall will require a background check and participate in Criminal Justice Information Services (CJIS)

SUBMITTED BY:

EV CAR, Inc
Firm Name

1449 Main St Lewiston, ID 83501
Firm Address

208-882-5326
Phone

Charleen Young
Authorized Representative's Signature

3/7/2022
Date

Smbm@moscow.com
Email contact address

**LIST FIVE (5) PROFESSIONAL CLEANING REFERENCES OF SIMILAR SIZED
CLIENTS
WITHIN PAST FIVE (5) YEARS:**

Name	Address	Telephone
1. Joe Hall Ford	1617 21 st St. Lewiston ID	208-746-2391
2. Boys & Girls Club	1021 Burrell Ave Lewiston ID	208-746-2301
3. Logos School	110 Baker St Moscow ID	208-882-1226 ext 12
4. PCLT	3330 4 th St Lewiston ID	208-746-2025
5. Infinity Mgmt	1314 Idaho Lewiston ID	208-746-2422

March 2, 2022

ADDENDUM NO. 1

City of Moscow Project: Custodial Services for Certain City Buildings

The following changes, additions, clarifications, and/or deletions are hereby made a part of the City of Moscow's Invitation for Bids for Custodial Services for Certain City Buildings as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

- Sample Professional Services Agreement: On page 8 under Paul Mann Building, Building office / lobby remove 1,284 SF and replace with 664 SF

Paul Mann Building

Restroom	150	tile/vinyl
Offices	484	carpet
Building office / lobby	1,284 664	carpet
Engineering	725	carpet
Copy room	84	tile
Break room	228	carpet
Two sets of stairs		vinyl

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

EVCAR, Inc

Firm Name of Bidder

Charlam Yang

Signature of Bidder

General Mgr

Title

3/7/2022

Date

March 2, 2022

ADDENDUM NO. 2

City of Moscow Project: Custodial Services for Certain City Buildings

The following changes, additions, clarifications, and/or deletions are hereby made a part of the City of Moscow's Invitation for Bids for Custodial Services for Certain City Buildings as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

- Sample Professional Services Agreement: On page 10 under Water Operations Building, Restrooms(2) remove (2) and replace with (4) AND remove 90 SF and replace with 148 SF.

Water Operations Building

Offices(3)	367	tile
Breakroom	625	tile
Hallway/copy	164	concrete
Restrooms(2)(4)	90 148	tile

Receipt of **ADDENDUM NO. 2** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

EVCAR, Inc

Firm Name of Bidder

Charleen Yang

Signature of Bidder

General Mgr

Title

3/7/2022

Date



EVCAINC-01

EALBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC 375 S. Grand Avenue Pullman, WA 99163	CONTACT NAME: PHONE (A/C, No, Ext): (509) 332-3535 FAX (A/C, No): (509) 332-2914 E-MAIL ADDRESS: eliza.alby@hubinternational.com														
INSURED Evcar, Inc.; ServiceMaster Building Maintenance 1449 Main Street Lewiston, ID 83501	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Ohio Security Insurance Company</td><td>24082</td></tr><tr><td>INSURER B : Starstone National Insurance Company</td><td>25496</td></tr><tr><td>INSURER C : Idaho State Insurance Fund</td><td>36129</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Company	24082	INSURER B : Starstone National Insurance Company	25496	INSURER C : Idaho State Insurance Fund	36129	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Idaho State Insurance Fund	36129														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		BKS57315936	6/2/2021	6/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			86613W211ALI	6/2/2021	6/2/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		568189	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is agreed that City of Moscow, State of Idaho, is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith per attached CG 88 10 04 13.

CERTIFICATE HOLDER

CANCELLATION

City of Moscow, Idaho 206 East Third Street Moscow, ID 83843	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement of Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made this _____ day of _____, 2022, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and The Garson Group, LLC, a limited liability company of the State of Kentucky, with offices at 950 Bannock Street, Suite 1100, Boise, Idaho 83702 (hereinafter "JANITOR"):

WITNESSETH:

WHEREAS, CITY is in need of janitorial services for Module 1: Moscow Police Station; and Module 2: City Hall and Paul Mann Building; and Module 3: Hamilton Indoor Recreation Center and Eggan Youth Center; and Module 5: Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building; and Module 6: Intermodal Transit Center and Haddock Building in Moscow, Idaho, and has requested JANITOR to undertake the duties of the necessary janitorial services upon the terms and conditions hereinafter expressed:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- A. NON-APPROPRIATION CONTINGENCY. This Agreement is contingent upon CITY receiving the necessary funding to cover financial 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.
- B. TERM. The term of this Agreement shall be effective from October 1, 2022 through September 30, 2025.
- C. REMUNERATION. CITY will pay JANITOR for such services during the term of this Agreement as follows:
 - 1. An amount not to exceed Ninety-Nine Thousand Six Hundred Dollars and Zero Cents (\$99,600.00), which includes the dates from October 1, 2022 through September 30, 2023; and
 - 2. An amount not to exceed One Hundred Two Thousand Six Hundred Dollars and Zero Cents (\$102,600.00), which includes the dates from October 1, 2023 through September 30, 2024; and
 - 3. An amount not to exceed One Hundred Thirteen Thousand Four Hundred Dollars and Zero Cents (\$113,400.00), which includes the dates from October 1, 2024 through September 30, 2025.

JANITOR is to be paid monthly upon receipt of a signed affidavit and detailed work summary for the prior month's service. In addition, each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice).

INDEPENDENT CONTRACTOR. JANITOR shall be an independent contractor and not an employee of CITY and shall comply with all the duties hereinafter set forth and shall use JANITOR's best efforts to carry out daily service duties, weekly service duties, monthly service duties, bi-monthly service duties, and semi-annual service duties.

D. DUTIES. JANITOR shall perform all duties according to commonly accepted industry standards and practices in conformance with the Cleaning Quality Requirements and Supplemental Instructions (Exhibit "A") attached hereto and incorporated by reference to this Agreement.

1. Daily Service shall be performed in conformance with the following schedule:

- 5 days per week (Monday-Friday) in the Moscow Police Station
- 3 days per week (Sunday, Tuesday, Thursday) in the City Hall
- 3 days per week (Sunday, Tuesday, Thursday) in the Paul Mann Building
- 3 days per week (Sunday, Tuesday, Thursday) in the Haddock Building
- 7 days per week (Sunday-Saturday) in the Hamilton Indoor Recreation Center
- 5 days per week (Sunday-Thursday) in the Eggan Youth Center
- 5 days per week (Sunday-Thursday) in the two (2) Water Reclamation and Reuse Facility Buildings
- 3 days per week (Sunday, Tuesday, Thursday) in the Magyar Building
- 5 days per week (Sunday-Thursday) in the Water Operations Building
- 3 days per week (Sunday, Tuesday, Thursday) in the Intermodal Transit Center

2. JANITOR shall perform the following Daily Services:

- a. Empty all waste and recycling baskets and dispose of contents as appropriate.
- b. Empty, sanitize, and re-line interior of sanitary containers.
- c. Sweep and/or dust mop and/or vacuum all floor surfaces including elevators, staircases, and landings.
- d. Wet-mop all hard surface flooring, excluding staircases and landings.
- e. Clean and sanitize sinks, toilets, urinals and other restroom fixtures.
- f. Clean mirrors.
- g. Clean and refill all restroom dispensers.
- h. Clean and sanitize drinking fountains.
- i. Keep Janitor closets clean and orderly.
- j. Wipe clean all sinks, counters and tables in conference rooms and kitchens.

3. JANITOR shall perform the following Weekly Service:
 - a. Auto scrub HIRC, and Eggan Youth Center floors shall be done three (3) days per week: Sunday, Tuesday and Thursday. Police Station shall be done five (5) days per week: Monday through Friday. Use City-supplied auto scrubber.
 - b. Wet mop all staircases and landings.
 - c. Clean entrance doors and entrance glass, interior and exterior (weather permitting), and any inside glass partitions, panels, or inside-of-the-building windows.
 - d. Clean interior panels/walls and threshold of elevator cab.
 - e. Dust chairs, tables and other office surfaces.
 - f. Dust counters, file cabinets, all ledges and other surfaces within reach.
 - g. Remove scuff marks as necessary.
 - h. Clean interior glass up to ten feet (10') – low glass.
 - i. Clean cleared desk tops, counter tops, file cabinets, wastebaskets, drawer faces.
 - j. Dust all woodwork, walls, partitions and storage cubbies in the HIRC gym and the Youth Center.
 - k. Wash and clean restroom walls, doors, and kitchen walls near sinks, trash cans and ranges.
 - l. Clean stains or spots on carpets. No other carpet or upholstery cleaning is required under this Agreement.
 - m. Buff all tile, wood and terrazzo floors to maintain a high shine.
 - n. Specified office machines shall be cleaned and dusted as indicated by building personnel.
4. JANITOR shall perform the following Monthly Service:
 - a. Dust all high areas over six feet (6') in height.
 - b. Vacuum dust from all heat and air vents.
 - c. Clean light fixture exteriors.
 - d. Vacuum all upholstered furniture.
5. JANITOR shall perform the following Bi-monthly Services (six [6] times per year):
 - a. Strip, scrub, wax, and machine polish all tile, vinyl and terrazzo floors.
6. JANITOR shall perform the following Semi-Annual Services (two [2] times per year):
 - a. Clean all interior glass over ten feet (10') – high glass (April and October).
 - b. Clean/vacuum all Venetian blinds, curtains, and/or draperies (April and October).
 - c. Wash and clean all walls as directed by the Parks and Facilities Manager or Facilities Supervisor.
 - d. Disassemble and clean insects and dust from ceiling light fixtures (April and October).

E. ADDITIONAL DUTIES. JANITOR:

1. will be responsible for securing buildings upon completion of work. Water Reclamation and Reuse Facility main gate will be kept closed while cleaning crew is on site to prevent unauthorized access. Access code to Water Reclamation and Reuse Facility is required and will be furnished.
2. will be responsible to see that all work is completed between 6:00 p.m. and 7:00 a.m. except Sundays, provided that JANITOR shall work around meetings in said buildings taking place after 6:00 p.m. Work at the Police Station will be completed during regular business hours unless otherwise approved.
3. shall provide a schedule of periodic floor cleaning dates in advance. Each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice), Item C of this Agreement.
4. will attend a monthly meeting with appropriate CITY officials for the purpose of evaluating the previous month's work.
5. shall report material and supply needs on a weekly basis (preferably Thursday's) to the Facilities Supervisor, with the intent of having enough supplies on hand at all facilities for the work week.

F. SUBCONTRACTING, SUCCESSORS, AND ASSIGNS. The duties and work described above and herein shall be accomplished by JANITOR and shall not be subcontracted, assigned or transferred by JANITOR to other parties. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.

G. INSURANCE/WITHHOLDINGS. JANITOR expressly understands and agrees that JANITOR shall be fully responsible for JANITOR's workers compensation insurance, State and Federal withholding taxes, FICA withholding, etc. JANITOR further agrees that JANITOR shall be solely responsible for JANITOR's employees; and, further, JANITOR shall carry all applicable workmen's compensation insurance on said employees, if applicable. JANITOR agrees to indemnify and hold CITY harmless for any damages or claims of whatever nature of JANITOR or JANITOR's employees.

H. INSURANCE. JANITOR warrants that it shall obtain and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have at a minimum a coverage of at least Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold harmless covenant contained herein, and in the event CITY becomes liable for an amount in excess of such insurance coverage, JANITOR shall indemnify and hold harmless CITY for the whole thereof.

JANITOR shall furnish CITY with policies or certificates of insurance to demonstrate that it has procured such insurance and CITY has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

"It is agreed that City of Moscow, State of Idaho, is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days' written notice shall be given to CITY prior to modifications, cancellations or reduction in coverage of such insurance.

- I. **TERMINATION.** This Agreement may be terminated without cause at any time by CITY giving JANITOR thirty (30) calendar days notice in writing of its intention to terminate the same.
- J. **MISSED DAYS.** A prorated deduction shall be made from the monthly installment for any and all scheduled days during a month in which a building is not cleaned.
- K. **FAILURE TO PERFORM.** If JANITOR fails to perform and fulfill any of the duties pursuant to this Agreement, CITY may immediately terminate this Agreement with no notice required, and may deduct any money owed to JANITOR to cover the cost of hiring another contractor to remedy JANITOR's failure to perform.
- L. **BONDING.** JANITOR shall obtain, at JANITOR's sole expense, a fidelity bond in the amount of Five Thousand Dollars (\$5,000) per employee. Such bond must be furnished to CITY within five (5) days of commencing work under this Agreement. Such bond shall apply to all work performed pursuant to this Agreement, whether actually performed by JANITOR, JANITOR's employees, or subcontractors.

In lieu of such bonding, JANITOR may substitute an insurance policy that provides coverage at least as extensive as the bond herein required, provided, however, that such substitute coverage continues uninterrupted during the full term of this Agreement and is approved by CITY prior to substitution by JANITOR. JANITOR shall inform CITY of any change in substitute coverage within thirty (30) days prior to such change.

- M. **JURISDICTION, VENUE, AND NON-WAIVER.** 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 not exercise any of its 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.

- N. **COSTS AND ATTORNEY FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.
- O. **INDEMNIFICATION.** JANITOR waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to JANITOR's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, JANITOR shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of JANITOR's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

If CITY is determined to be solely negligent by a final decision in a court of law and such sole negligence by CITY directly results in judgment(s), costs, and/or expenses to JANITOR, then CITY shall reimburse JANITOR for the portion of such judgment(s), costs and/or expenses attributed to CITY as a result of such determination of CITY's sole negligence.

- P. **MODIFICATION.** This Agreement constitutes the entire agreement between CITY and JANITOR. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.
- Q. **SEVERABILITY.** The illegality, invalidity or unenforceability of any term, condition, or provision of this Agreement shall in no way impair or invalidate any other term, condition, or provision of this Agreement. All such other terms, conditions, and provisions shall remain in full force and effect.
- R. **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. JANITOR shall not discriminate against any employee or applicant for employment. JANITOR'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. JANITOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- S. **CONFLICT OF INTEREST.** JANITOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Duties which would conflict in any manner or degree with the performance of its services hereunder. JANITOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should

any conflict of interest arise during the performance of this Agreement, JANITOR shall immediately disclose such conflict to CITY.

- T. **LICENSE AND ADHERENCE TO LAW.** JANITOR represents to possess the skill and experience necessary and all licenses required to perform the Duties under this Agreement. JANITOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Duties hereunder, and such laws and regulations are hereby made part of this Agreement and shall be adhered to at all times. Violation of any of these Statutes or Regulations by JANITOR shall be deemed material and shall subject JANITOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of JANITOR will, in any way, serve to modify the provisions of this requirement. JANITOR and its surety shall defend, hold harmless, and indemnify 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 JANITOR, JANITOR's officers, agents, employees, or its subcontractors.

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

JANITOR:

The Garson Group, LLC
950 Bannock Street, Suite 1100
Boise, Idaho 83702

CITY:

City of Moscow
206 East Third Street
PO Box 9203
Moscow, Idaho 83843

- V. **AGREEMENT DOCUMENTS.** This Agreement consists of the following documents:
1. This Agreement; and
 2. Cleaning Quality and Requirements and Supplemental Instructions (Exhibit "A").
- W. **APPROVAL REQUIRED.** This Agreement shall not become effective or binding until approved by the City of Moscow.
- X. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hand this ____ day of _____, 2022.

JANITOR:

CITY OF MOSCOW:

Elijah Garley, Owner/Operating Manager

Arthur D 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, Elijah Garley, known to me to be the person named above and acknowledged to have executed the foregoing Professional Services Agreement as the duly authorized representative of The Garson Group, LLC.

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

EXHIBIT "A"

CLEANING QUALITY AND REQUIREMENTS AND SUPPLEMENTAL INSTRUCTIONS

Services performed under this Agreement shall be subject to inspection and approval by the City. These requirements are an outline of general expectations of cleanliness, but are not meant to replace or supersede the latest industry standards or materials and equipment manufacturer's recommendations.

Each of the Janitor's employees shall be equipped with the necessary equipment to carry out the proper performance of the cleaning as specified. This equipment shall be available and in possession of the Janitor's employees at all times while carrying out their duties.

This Exhibit outlines the minimum acceptable quality standards:

A. Floor Maintenance

1. General. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables, or window sills. This is necessary to avoid damage and to avoid disturbing work on the desks. Upon completion of work, all furniture and equipment must be returned to its original position.

Baseboards, walls, stair risers, furniture, and equipment shall in no way be splashed, disfigured, or damaged during these operations.

Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather, as well as during cleaning operations. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage areas.
2. Sweeping and Damp-Mopping. After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, behind radiators, under furniture, behind doors, or on stair landings and treads. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash, or foreign matter under desks, tables, or chairs when task is completed.
3. Wet Mopping. The floors shall be properly prepared, and thoroughly swept to remove visible dirt and debris; this includes removal of wads of gum, tar, and similar substances from the floor surface. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc. Floors shall be properly rinsed and dry mopped to represent an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean after wet mopping or scrubbing.
4. Finishing and Buffing. Proper preparation of a floor, before refinishing, is considered the most important procedure in floor maintenance. Therefore, special attention shall be given to the following requirements: apply proper finish removers, stripping agents and synthetic detergents to the floor. Scrub with a floor-scrubbing machine or agitate with a mop to remove all dead finish, soap film, dirt, and stains. Pick up dirty solution with mop, squeegee,

or wet-vacuum, and thoroughly rinse with clean water and dry. Finish shall be applied in a thin, even coat. The number of coats applied will depend on the type and condition of floor.

5. Damp Mopping and Buffing. At the stated frequencies, floors shall be damp-mopped and buffed between regular finishing operations. The floor shall be prepared by sweeping to remove all visible dirt and debris; damp-mop with a clean mop that has been dampened in clean-cold rinse water. The floor area shall then be machine buffed to a polished appearance.
6. Rug Vacuuming. The rug or carpet area is to be vacuumed to remove all dirt, dust, and litter. The rug is to be vacuumed to remove all obvious surface dirt from traffic areas and from under furniture. Obvious surface dirt referred to is any visible foreign matter found on the floor, rug, or carpet surface.
7. Miscellaneous.
 - a. Rugs and Entrance Mats. After each thorough vacuuming, all rugs shall be clean, free from dust balls, dirt, leaves, ice melt product, and other debris.
 - b. Toilets. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

B. Dusting

Normal or low dusting includes all levels up to six feet (6') in height. All high dusting will be over six feet (6') in height up to ceiling level. Dust shall not be moved from spot to spot, but removed directly from the areas in which it lies by the most effective means such as appropriately treated dusting cloths, specialized vacuum tools, etc. When performing high dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below. Dusting devices which merely displace or redistribute the matter, such as feather dusters, will not be used unless treated to attract and hold matter. The following conditions shall exist after the completion of each dusting task:

1. There shall be no dust streaks on surfaces.
2. Corners, crevices, moldings, and legs shall be free of all dust.
3. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
4. Cobwebs will be removed.
5. Any articles moved to accomplish the task shall be returned to their original position.

C. Damp-Wiping

This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp-wiping in toilet areas, a multipurpose (disinfectant-deodorizing) cleaner shall be used.

D. Bright Metal Polishing

Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polished appearance may be attained. However, if a polished appearance cannot be produced, an appropriate metal polish shall be used.

E. Facility Policing

This job includes performance of the following tasks at the stated frequencies: picking up and removing from inside the building all paper, trash, empty bottles, wads of gum, spots of tar, and other foreign substances or other discarded materials; mopping up wet areas caused by spillage, accidents, or inclement weather.

F. Glass Cleaning

1. Cleaning of glass is cleaning the inside glass surfaces within reach and the surrounding boundary of the applicable area. After each washing operation, all glass shall be clean and free of dirt, grime, streaks, excessive moisture and shall not be cloudy. Window sashes, sills, woodwork surrounding interior glass and other such surroundings shall be thoroughly wiped free of drippings, watermarks, dust, and dirt.
2. Any items moved to accomplish glass cleaning are to be returned to their original positions upon completion of tasks.

G. Porcelain Ware and Chrome/Stainless Steel Cleaning

1. Porcelain and Chrome/Stainless Steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright. There shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture.
2. Walls and floors adjacent to fixtures shall be free of spots, drippings, and water marks.
3. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

H. Spot Cleaning

Following this cleaning operation, smudges, marks, liquids, stains, or spots shall have been removed from the designated areas, carpets, mats, or fixtures, without causing discoloration. Spot cleaning is required only in immediately affected areas.

I. Disinfecting

Applications of a germicidal solution to surface kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain "wet" for a minimum of ten minutes or per manufacturer's recommendations.

J. Dispenser Cleaning and Servicing

Dispenser cleaning/servicing requires damp-wiping dispensers with a disinfectant, checking/filling of all paper towel, toilet tissue, seat covers, soap, and/or any other dispensers which may be identified by the City. Dispensers to be left in a disinfected, dusted, clean uniform appearance, shining where applicable.

K. Blinds

Blinds shall be cleaned by vacuum or professional dusting device, treated to attract matter. Blinds shall be free of dust and provide an overall clean appearance.

L. Trash and Recycling Receptacles

Clean and disinfect receptacles as needed, by wiping and/or washing exterior/interior of receptacle and/or flap with a germicidal cleaner and the replacement of the appropriate sized plastic liner.

M. Restroom and Shower Stall Cleaning

Procedures to include removal of trash, graffiti markings, cleaning of floors, fixtures, urinals, toilets, receptacles, faucets, handles, dispensers, walls, partitions, stalls, and doors with a germicidal cleaner. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine. Plastic surfaces shall be clean and dust free.

N. Carpet Cleaning

Carpet cleaning shall be limited to spot cleaning. Carpet cleaning is not included within this contract.

O. SDS Books

Janitor to maintain current, up-to-date, Safety Data Sheet books/folders at each specified location.

SUPPLEMENTAL INSTRUCTIONS

A. GENERAL

1. Quality cleaning will be required, including full performance of all specified daily services on the first official working day of the Agreement period.
2. The Janitor shall supply City with a current list of employees assigned to clean City facilities. The list shall be updated promptly as employee turnover occurs.
3. The Janitor shall prohibit his or her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official City use.
4. The Janitor shall require his or her employees to comply with the instruction pertaining to conduct and building regulations issued by duly appointed officials.
5. The Janitor shall either notify each employee when first hired of the locally applicable wage rates Janitor is required by law to pay or shall post said wage rates on his/her employee bulletin board.
6. The Janitor is responsible for damage caused due to negligence in the performance of this Agreement.
7. The Janitor shall provide all equipment and cleaning supplies required.
8. All cleaning must be done in conformance with safety and other local laws and regulations.
9. Janitor's employees are not allowed to make decisions as to whether or not a particular area or room in a facility needs to be cleaned or not. If the item is included in this Agreement, the Janitor's employee will be required to perform the cleaning service as detailed.
10. All exterior windows are excluded from this Agreement, except for entry way glass and sidelights.
11. Except for weekly spot and stain cleaning, no other carpet cleaning is contemplated under this Agreement.
12. All Janitor's employees, when in or on City property performing cleaning or inspection duties, must have an Employee Identification photo card attached to themselves via a neck

lanyard. Said card to include the employee's name and date of hire, along with the name of the Janitor in a clear and concise manner.

13. All Janitor's employees, when in or on City property performing cleaning or inspection duties, must be wearing a uniform shirt or uniform with the Janitor's name clearly printed or embroidered on the front of the shirt. Janitor's employees shall be neat and clean in appearance at all times.
14. Janitor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain City facilities on a day-to-day basis during the scheduled times indicated. Janitor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the employees on the same schedule in the same area for as long as possible. If a change in staff is necessary, City shall be notified prior to the change if possible or quickly thereafter. In addition, janitorial staff shall have the ability to:
 - a. Read, write, speak and understand the English language; and
 - b. Have the necessary public relation skills to deal with City employees and customers in a professional, courteous, businesslike manner; and
 - c. Pass a criminal background check (Moscow Police Department and City Hall); and
 - d. Participate in Criminal Justice Information Services (CJIS) Security Training Moscow Police Department and City Hall); and
 - e. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
15. City will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. City reserves the right to require the Janitor to remove any janitorial personnel from further duty at City facilities, without cause and without the right to recover damages by such janitorial employee or by the Janitor from the City. The Janitor shall promptly remove and replace an individual janitorial employee when requested to do so by the City.
16. Provide a Project Manager who shall be responsible for the performance of the Services and remain the Janitor's contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with the City Parks and Facilities Manager to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of meetings may vary as determined by the Parks and Facilities Manager or designee. The Project Manager shall be readily available to review overall performance, deal with emergency callouts, receive special instructions regarding cleaning items, or discuss other pertinent issues regarding Services or Janitor's performance.
17. Provide to the Parks and Facilities Manager, and post in all janitorial closets, Safety Data Sheets for all chemicals used or stored in the buildings.
18. Provide adequate field supervision to ensure janitorial staff arrive at assigned posts on time, perform their duties as described, and provide backup as needed during required work hours. A daily checklist shall be completed by each janitorial employee, indicating completion of daily work tasks as detailed herein. Completed checklists to be legibly signed, dated, and

left onsite in a log book provided by Janitor. A written plan for providing supervision must be included with the proposal submittal, along with a daily checklist sample.

19. Develop an internal monitoring system to ensure service quality, which shall include regularly scheduled written inspections with a copy to the Parks and Facilities Manager. The Parks and Facilities Manager may choose to inspect with the Janitor. A written plan for such regular evaluations must be included with the proposal submittal.
20. Break down any cardboard boxes generated by supplies, materials, equipment, and other consumables and place in the appropriate dumpster.
21. Report to the Parks and Facilities Manager immediately upon discovery any vandalism and/or damage to City property.
22. Inform employees that City equipment, computers, refrigerators, closets, office supplies, telephones, copiers, are off limits to the Janitor or the Janitor's employees.
23. The Police Department shall be cleaned between the hours of 6:00 a.m. and 10:00 a.m. only, Monday through Friday, unless an alternative arrangement has been made with the Parks and Facilities Manager. All other buildings shall be cleaned after normal City working hours. It is normal for City Hall to have meetings in the evenings; janitorial work shall not interfere with said meetings, and work must be scheduled around these activities. Meeting schedules are posted on the City website as a means of reference.
24. Security must be maintained at all facilities, no doors to be propped open or left unsecured. Key access will be provided to various City facilities by the Parks and Facilities Manager or designee; Janitor is responsible for key sets and their return upon conclusion of this Agreement. Janitor will be provided sign in/out procedures as needed during the course of this Agreement, and is responsible to assure City procedures are followed.

B. STORAGE SPACE, JANITOR'S CLOSETS AND LOCKER ROOMS

Space available in the buildings for this purpose will be assigned to the Janitor for the storage of bulk supplies and the equipment to be used in the performance of work under this Agreement. All space shall be kept in a neat, orderly condition.

Janitor's closets, located at various points throughout the buildings, may be used by the Janitor for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be clean and in order.

Failure to keep any of the facilities described above in a clean condition may result in the withdrawal of the privilege of using them.

City shall not be responsible in any way for damage to the Janitor's stored supplies, materials or equipment, the supplies, materials or equipment kept throughout the building in Janitor's closets, or the Janitor's employees' personal belongings brought into City buildings.

BUILDING FLOOR AREAS AND TYPE

Building	Net Square Footage	Type Floor
City Hall		
Main Floor		
Finance Director's Office	180	carpet
Finance Office and Hall	1,086	carpet
Copy room	61	carpet
Entry and main lobby	1,085	terrazzo
Men's restroom	55	tile
Women's restroom	100	tile
North corridor	50	tile
	215	carpet
Elevator vestibule	65	carpet
Art Manager's Office	194	carpet
Conference room	306	carpet
Second Floor		
Council Chambers	1,635	carpet
Lunch room	340	carpet
Mayor's Office	180	carpet
Hall (out of conference room)	70	carpet
Elevator vestibule	65	carpet
Men's restroom	105	ceramic
Women's restroom	225	ceramic
New corridor	190	carpet
Lobby	565	carpet
(Plus two (2) sets of stairs, landings and elevator)		
Third Floor		
City Supervisor's Office	324	carpet
Administration / Reception	360	carpet
Assistant City Supervisor	270	carpet
Grants Manager	135	carpet
Hallways	954	carpet
Farmer's Market	135	carpet
City Attorney	204	carpet
Administration Intern	100	carpet
Legal	513	carpet
City Clerk	142	carpet
Human Resources	120	carpet
Janitor closet	65	vinyl
Men's restroom	72	vinyl
Women's restroom	104	vinyl
Utility room	24	vinyl

Police Station

First floor	2,620	hard surface
First floor	3,763	carpet
Second floor	1,044	hard surface
Second floor	3,942	carpet

Eggan Youth Center

Restrooms (3)	285	tile
Offices	677	carpet
Main room	2,378	tile
TV room	611	carpet
Hallways	774	tile
Kitchen	96	tile

Paul Mann Building

Restroom	150	tile/vinyl
Offices	484	carpet
Building office / lobby	664	carpet
Engineering	725	carpet
Copy room	84	tile
Break room	228	carpet
Two sets of stairs		vinyl

Hamilton Indoor Recreation Center (HIRC)

Vestibule	95	carpet
Lobby	1,490	carpet
Offices	456	carpet
Equipment room	527	concrete
Women's locker room	597	concrete
Men's locker room	533	concrete
North hallway	645/259	tile/carpet
Gymnasium	10,923	wood
Multipurpose room	2,638	tile
Small kitchen	49	tile
Offices/Conference Room	2,906	carpet tile
Restrooms (2)	251	vinyl
Break rooms	247	ceramic tile
Lobby/hallway	1,583	ceramic tile
Vestibule	79	walk-off carpet tile

Intermodal Transit Center

Offices/Conference Room	2,985	carpet tile
Restrooms	251	ceramic tile
Lobby/main hallway	1,583	ceramic tile
Break rooms	247	vinyl

**Haddock Building
First Floor**

Offices	2,002	carpet
Hallways	843	LVT/tile
Entry's	173	walk off carpet
Restrooms (2)	288	tile
North stairs and landing	111	hard surface
East stairs and landing	232	carpet
Second Floor		
Offices	3,211	carpet
Restrooms (2)	288	LVT/tile
WRRF		
Restrooms/locker rooms(2)	390	tile
Offices(5)	1505	tile
Lab	587	tile
Breakroom	305	tile
Entry	63	tile
Reception/copy/hallways	740	tile
Magyar Building		
Entry	49	tile
Reception/lobby/hallways	1350	carpet
Offices(8)	1272	carpet
Conference room	342	carpet
Stairs	50	carpet
Restrooms	75	tile
Water Operations Building		
Offices(3)	367	tile
Breakroom	625	tile
Hallway/copy	164	concrete
Restrooms(4)	148	tile

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made this _____ day of _____, 2022, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and EVCAR, Inc. dba Service Master Building Maintenance, a general business corporation of the State of Idaho, 1449 Main Street, Lewiston, Idaho, 83501 (hereinafter "JANITOR"):

WITNESSETH:

WHEREAS, CITY needs janitorial services for Module 4: Fire Station #1, Fire Station #3, and City Shops in Moscow, Idaho, and has requested JANITOR to undertake the duties of the necessary janitorial services upon the terms and conditions hereinafter expressed:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- A. NON-APPROPRIATION CONTINGENCY. This Agreement is contingent upon CITY receiving the necessary funding to cover financial 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.
- B. TERM. The term of this Agreement shall be effective from October 1, 2022 through September 30, 2025.
- C. REMUNERATION. CITY will pay JANITOR for such services during the term of this Agreement as follows:
 - 1. An amount not to exceed Ten Thousand One Hundred Ninety Dollars and Sixty-Four Cents (\$10,190.64), which includes the dates from October 1, 2022 through September 30, 2023; and
 - 2. An amount not to exceed Ten Thousand Two Hundred Eight-Two Dollars and Ninety-Two Cents (\$10,282.92), which includes the dates from October 1, 2023 through September 30, 2024; and
 - 3. An amount not to exceed Ten Thousand Three Hundred Seventy-Four Dollars and Zero Cents (\$10,374.00), which includes the dates from October 1, 2024 through September 30, 2025.

JANITOR is to be paid monthly upon receipt of a signed affidavit and detailed work summary for the prior month's service. In addition, each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice).

INDEPENDENT CONTRACTOR. JANITOR shall be an independent contractor and not an employee of CITY and shall comply with all the duties hereinafter set forth and shall use JANITOR's best efforts to carry out daily service duties, weekly service duties, monthly service duties, bi-monthly service duties, and semi-annual service duties.

D. DUTIES. JANITOR shall perform all duties according to commonly accepted industry standards and practices in conformance with the Cleaning Quality Requirements and Supplemental Instructions (Exhibit "A") attached hereto and incorporated by reference to this Agreement.

1. Daily Service shall be performed in conformance with the following schedule:
 - 2 days per week (Thursday and Sunday) Fire Station No. 1
 - 2 days per week (Wednesday and Sunday) in the Fire Station No. 3
 - 3 days per week (Sunday, Tuesday, Thursday) in the City Shop
2. JANITOR shall perform the following Daily Services:
 - a. Empty all waste and recycling baskets and dispose of contents as appropriate.
 - b. Empty, sanitize, and re-line interior of sanitary containers.
 - c. Sweep and/or dust mop and/or vacuum all floor surfaces including elevators, staircases, and landings.
 - d. Wet-mop all hard surface flooring, excluding staircases and landings.
 - e. Clean and sanitize sinks, toilets, urinals and other restroom fixtures.
 - f. Clean mirrors.
 - g. Clean and refill all restroom dispensers.
 - h. Clean and sanitize drinking fountains.
 - i. Keep Janitor closets clean and orderly.
 - j. Wipe clean all sinks, counters and tables in conference rooms and kitchens.
3. JANITOR shall perform the following Weekly Service:
 - a. Wet mop all staircases and landings.
 - b. Clean entrance doors and entrance glass, interior and exterior (weather permitting), and any inside glass partitions, panels, or inside-of-the-building windows.
 - c. Clean interior panels/walls and threshold of elevator cab.
 - d. Dust chairs, tables and other office surfaces.
 - e. Dust counters, file cabinets, all ledges and other surfaces within reach.
 - f. Remove scuff marks as necessary.
 - g. Clean interior glass up to ten feet (10') – low glass.
 - h. Clean cleared desk tops, counter tops, file cabinets, wastebaskets, drawer faces.

- i. Wash and clean restroom walls, doors, and kitchen walls near sinks, trash cans and ranges.
 - j. Clean stains or spots on carpets. No other carpet or upholstery cleaning is required under this Agreement.
 - k. Buff all tile, wood and terrazzo floors to maintain a high shine.
 - l. Specified office machines shall be cleaned and dusted as indicated by building personnel.
- 4. JANITOR shall perform the following Monthly Service:
 - a. Dust all high areas over six feet (6') in height.
 - b. Vacuum dust from all heat and air vents.
 - c. Clean light fixture exteriors.
 - d. Vacuum all upholstered furniture.
 - 5. JANITOR shall perform the following Bi-monthly Services (six [6] times per year):
 - a. Strip, scrub, wax, and machine polish all tile, vinyl and terrazzo floors.
 - 6. JANITOR shall perform the following Semi-Annual Services (two [2] times per year):
 - a. Clean all interior glass over ten feet (10') – high glass (April and October).
 - b. Clean/vacuum all Venetian blinds, curtains, and/or draperies (April and October).
 - c. Wash and clean all walls as directed by the Parks and Facilities Manager or Facilities Supervisor.
 - d. Disassemble and clean insects and dust from ceiling light fixtures (April and October).

E. ADDITIONAL DUTIES. JANITOR:

- 1. will be responsible for securing buildings upon completion of work.
- 2. will be responsible to see that all work is completed between 6:00 p.m. and 7:00 a.m. except Sundays, provided that JANITOR shall work around meetings in said buildings taking place after 6:00 p.m.
- 3. shall provide a schedule of periodic floor cleaning dates in advance. Each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice), Item C of this Agreement.
- 4. will attend a monthly meeting with appropriate CITY officials for the purpose of evaluating the previous month's work.
- 5. shall report material and supply needs on a weekly basis (preferably Thursday's) to the Facilities Supervisor, with the intent of having enough supplies on hand at all facilities for the work week.

- F. **SUBCONTRACTING, SUCCESSORS, AND ASSIGNS.** The duties and work described above and herein shall be accomplished by JANITOR and shall not be subcontracted, assigned or transferred by JANITOR to other parties. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.
- G. **INSURANCE/WITHHOLDINGS.** JANITOR expressly understands and agrees that JANITOR shall be fully responsible for JANITOR's workers compensation insurance, State and Federal withholding taxes, FICA withholding, etc. JANITOR further agrees that JANITOR shall be solely responsible for JANITOR's employees; and, further, JANITOR shall carry all applicable workmen's compensation insurance on said employees, if applicable. JANITOR agrees to indemnify and hold CITY harmless for any damages or claims of whatever nature of JANITOR or JANITOR's employees.
- H. **INSURANCE.** JANITOR warrants that it shall obtain and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have at a minimum a coverage of at least Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold harmless covenant contained herein, and in the event CITY becomes liable for an amount in excess of such insurance coverage, JANITOR shall indemnify and hold harmless CITY for the whole thereof.

JANITOR shall furnish CITY with policies or certificates of insurance to demonstrate that it has procured such insurance and CITY has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

"It is agreed that City of Moscow, State of Idaho, is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days' written notice shall be given to CITY prior to modifications, cancellations or reduction in coverage of such insurance.

- I. **TERMINATION.** This Agreement may be terminated without cause at any time by CITY giving JANITOR thirty (30) calendar days notice in writing of its intention to terminate the same.
- J. **MISSED DAYS.** A prorated deduction shall be made from the monthly installment for any and all scheduled days during a month in which a building is not cleaned.

- K. **FAILURE TO PERFORM.** If JANITOR fails to perform and fulfill any of the duties pursuant to this Agreement, CITY may immediately terminate this Agreement with no notice required, and may deduct any money owed to JANITOR to cover the cost of hiring another contractor to remedy JANITOR's failure to perform.
- L. **BONDING.** JANITOR shall obtain, at JANITOR's sole expense, a fidelity bond in the amount of Five Thousand Dollars (\$5,000) per employee. Such bond must be furnished to CITY within five (5) days of commencing work under this Agreement. Such bond shall apply to all work performed pursuant to this Agreement, whether actually performed by JANITOR, JANITOR's employees, or subcontractors.

In lieu of such bonding, JANITOR may substitute an insurance policy that provides coverage at least as extensive as the bond herein required, provided, however, that such substitute coverage continues uninterrupted during the full term of this Agreement and is approved by CITY prior to substitution by JANITOR. JANITOR shall inform CITY of any change in substitute coverage within thirty (30) days prior to such change.

- M. **JURISDICTION, VENUE, AND NON-WAIVER.** 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 not exercise any of its 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.
- N. **COSTS AND ATTORNEY FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.
- O. **INDEMNIFICATION.** JANITOR waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to JANITOR's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, JANITOR shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of JANITOR's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

If CITY is determined to be solely negligent by a final decision in a court of law and such sole negligence by CITY directly results in judgment(s), costs, and/or expenses to JANITOR, then CITY shall reimburse JANITOR for the portion of such judgment(s), costs and/or expenses attributed to CITY as a result of such determination of CITY's sole negligence.

- P. **MODIFICATION.** This Agreement constitutes the entire agreement between CITY and JANITOR. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.
- Q. **SEVERABILITY.** The illegality, invalidity or unenforceability of any term, condition, or provision of this Agreement shall in no way impair or invalidate any other term, condition, or provision of this Agreement. All such other terms, conditions, and provisions shall remain in full force and effect.
- R. **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. JANITOR shall not discriminate against any employee or applicant for employment. JANITOR'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. JANITOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- S. **CONFLICT OF INTEREST.** JANITOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Duties which would conflict in any manner or degree with the performance of its services hereunder. JANITOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, JANITOR shall immediately disclose such conflict to CITY.
- T. **LICENSE AND ADHERENCE TO LAW.** JANITOR represents to possess the skill and experience necessary and all licenses required to perform the Duties under this Agreement. JANITOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Duties hereunder, and such laws and regulations are hereby made part of this Agreement and shall be adhered to at all times. Violation of any of these Statutes or Regulations by JANITOR shall be deemed material and shall subject JANITOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of JANITOR will, in any way, serve to modify the provisions of this requirement. JANITOR and its surety shall defend, hold harmless, and indemnify 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 JANITOR, JANITOR's officers, agents, employees, or its subcontractors.
- U. **NOTICE.** Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

JANITOR:

Service Master Building Maintenance
1449 Main Street
Lewiston, Idaho, 83501

CITY:

City of Moscow
206 East Third Street
PO Box 9203
Moscow, Idaho 83843

V. AGREEMENT DOCUMENTS. This Agreement consists of the following documents:

1. This Agreement; and
2. Cleaning Quality and Requirements and Supplemental Instructions (Exhibit "A").

W. APPROVAL REQUIRED. This Agreement shall not become effective or binding until approved by the City of Moscow.

X. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hand this _____ day of _____, 2022.

JANITOR:

CITY OF MOSCOW:

Charleen Young, General Manager

Arthur D 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, Charleen Young, known to me to be the person named above and acknowledged that they executed the foregoing Professional Services Agreement as the duly authorized representative of EVCAR, Inc. dba Service Master Building Maintenance.

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

EXHIBIT "A"

CLEANING QUALITY AND REQUIREMENTS AND SUPPLEMENTAL INSTRUCTIONS

Services performed under this Agreement shall be subject to inspection and approval by the City. These requirements are an outline of general expectations of cleanliness, but are not meant to replace or supersede the latest industry standards or materials and equipment manufacturer's recommendations.

Each of the Janitor's employees shall be equipped with the necessary equipment to carry out the proper performance of the cleaning as specified. This equipment shall be available and in possession of the Janitor's employees at all times while carrying out their duties.

This Exhibit outlines the minimum acceptable quality standards:

A. Floor Maintenance

1. General. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables, or window sills. This is necessary to avoid damage and to avoid disturbing work on the desks. Upon completion of work, all furniture and equipment must be returned to its original position.

Baseboards, walls, stair risers, furniture, and equipment shall in no way be splashed, disfigured, or damaged during these operations.

Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather, as well as during cleaning operations. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage areas.
2. Sweeping and Damp-Mopping. After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, behind radiators, under furniture, behind doors, or on stair landings and treads. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash, or foreign matter under desks, tables, or chairs when task is completed.
3. Wet Mopping. The floors shall be properly prepared, and thoroughly swept to remove visible dirt and debris; this includes removal of wads of gum, tar, and similar substances from the floor surface. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc. Floors shall be properly rinsed and dry mopped to represent an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean after wet mopping or scrubbing.
4. Finishing and Buffing. Proper preparation of a floor, before refinishing, is considered the most important procedure in floor maintenance. Therefore, special attention shall be given to the following requirements: apply proper finish removers, stripping agents and synthetic detergents to the floor. Scrub with a floor-scrubbing machine or agitate with a mop to remove all dead finish, soap film, dirt, and stains. Pick up dirty solution with mop, squeegee,

or wet-vacuum, and thoroughly rinse with clean water and dry. Finish shall be applied in a thin, even coat. The number of coats applied will depend on the type and condition of floor.

5. Damp Mopping and Buffing. At the stated frequencies, floors shall be damp-mopped and buffed between regular finishing operations. The floor shall be prepared by sweeping to remove all visible dirt and debris; damp-mop with a clean mop that has been dampened in clean-cold rinse water. The floor area shall then be machine buffed to a polished appearance.
6. Rug Vacuuming. The rug or carpet area is to be vacuumed to remove all dirt, dust, and litter. The rug is to be vacuumed to remove all obvious surface dirt from traffic areas and from under furniture. Obvious surface dirt referred to is any visible foreign matter found on the floor, rug, or carpet surface.
7. Miscellaneous.
 - a. Rugs and Entrance Mats. After each thorough vacuuming, all rugs shall be clean, free from dust balls, dirt, leaves, ice melt product, and other debris.
 - b. Toilets. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

B. Dusting

Normal or low dusting includes all levels up to six feet (6') in height. All high dusting will be over six feet (6') in height up to ceiling level. Dust shall not be moved from spot to spot, but removed directly from the areas in which it lies by the most effective means such as appropriately treated dusting cloths, specialized vacuum tools, etc. When performing high dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below. Dusting devices which merely displace or redistribute the matter, such as feather dusters, will not be used unless treated to attract and hold matter. The following conditions shall exist after the completion of each dusting task:

1. There shall be no dust streaks on surfaces.
2. Corners, crevices, moldings, and legs shall be free of all dust.
3. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
4. Cobwebs will be removed.
5. Any articles moved to accomplish the task shall be returned to their original position.

C. Damp-Wiping

This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp-wiping in toilet areas, a multipurpose (disinfectant-deodorizing) cleaner shall be used.

D. Bright Metal Polishing

Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polished appearance may be attained. However, if a polished appearance cannot be produced, an appropriate metal polish shall be used.

E. Facility Policing

This job includes performance of the following tasks at the stated frequencies: picking up and removing from inside the building all paper, trash, empty bottles, wads of gum, spots of tar, and other foreign substances or other discarded materials; mopping up wet areas caused by spillage, accidents, or inclement weather.

F. Glass Cleaning

1. Cleaning of glass is cleaning the inside glass surfaces within reach and the surrounding boundary of the applicable area. After each washing operation, all glass shall be clean and free of dirt, grime, streaks, excessive moisture and shall not be cloudy. Window sashes, sills, woodwork surrounding interior glass and other such surroundings shall be thoroughly wiped free of drippings, watermarks, dust, and dirt.
2. Any items moved to accomplish glass cleaning are to be returned to their original positions upon completion of tasks.

G. Porcelain Ware and Chrome/Stainless Steel Cleaning

1. Porcelain and Chrome/Stainless Steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright. There shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture.
2. Walls and floors adjacent to fixtures shall be free of spots, drippings, and water marks.
3. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

H. Spot Cleaning

Following this cleaning operation, smudges, marks, liquids, stains, or spots shall have been removed from the designated areas, carpets, mats, or fixtures, without causing discoloration. Spot cleaning is required only in immediately affected areas.

I. Disinfecting

Applications of a germicidal solution to surface kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain "wet" for a minimum of ten minutes or per manufacturer's recommendations.

J. Dispenser Cleaning and Servicing

Dispenser cleaning/servicing requires damp-wiping dispensers with a disinfectant, checking/filling of all paper towel, toilet tissue, seat covers, soap, and/or any other dispensers which may be identified by the City. Dispensers to be left in a disinfected, dusted, clean uniform appearance, shining where applicable.

K. Blinds

Blinds shall be cleaned by vacuum or professional dusting device, treated to attract matter. Blinds shall be free of dust and provide an overall clean appearance.

L. Trash and Recycling Receptacles

Clean and disinfect receptacles as needed, by wiping and/or washing exterior/interior of receptacle and/or flap with a germicidal cleaner and the replacement of the appropriate sized plastic liner.

M. Restroom and Shower Stall Cleaning

Procedures to include removal of trash, graffiti markings, cleaning of floors, fixtures, urinals, toilets, receptacles, faucets, handles, dispensers, walls, partitions, stalls, and doors with a germicidal cleaner. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine. Plastic surfaces shall be clean and dust free.

N. Carpet Cleaning

Carpet cleaning shall be limited to spot cleaning. Carpet cleaning is not included within this contract.

O. SDS Books

Janitor to maintain current, up-to-date, Safety Data Sheet books/folders at each specified location.

SUPPLEMENTAL INSTRUCTIONS

A. GENERAL

1. Quality cleaning will be required, including full performance of all specified daily services on the first official working day of the Agreement period.
2. The Janitor shall supply City with a current list of employees assigned to clean City facilities. The list shall be updated promptly as employee turnover occurs.
3. The Janitor shall prohibit his or her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official City use.
4. The Janitor shall require his or her employees to comply with the instruction pertaining to conduct and building regulations issued by duly appointed officials.
5. The Janitor shall either notify each employee when first hired of the locally applicable wage rates Janitor is required by law to pay or shall post said wage rates on his/her employee bulletin board.
6. The Janitor is responsible for damage caused due to negligence in the performance of this Agreement.
7. The Janitor shall provide all equipment and cleaning supplies required.
8. All cleaning must be done in conformance with safety and other local laws and regulations.
9. Janitor's employees are not allowed to make decisions as to whether or not a particular area or room in a facility needs to be cleaned or not. If the item is included in this Agreement, the Janitor's employee will be required to perform the cleaning service as detailed.
10. All exterior windows are excluded from this Agreement, except for entry way glass and sidelights.
11. Except for weekly spot and stain cleaning, no other carpet cleaning is contemplated under this Agreement.
12. All Janitor's employees, when in or on City property performing cleaning or inspection duties, must have an Employee Identification photo card attached to themselves via a neck

lanyard. Said card to include the employee's name and date of hire, along with the name of the Janitor in a clear and concise manner.

13. All Janitor's employees, when in or on City property performing cleaning or inspection duties, must be wearing a uniform shirt or uniform with the Janitor's name clearly printed or embroidered on the front of the shirt. Janitor's employees shall be neat and clean in appearance at all times.
14. Janitor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain City facilities on a day-to-day basis during the scheduled times indicated. Janitor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the employees on the same schedule in the same area for as long as possible. If a change in staff is necessary, City shall be notified prior to the change if possible or quickly thereafter. In addition, janitorial staff shall have the ability to:
 - a. Read, write, speak and understand the English language; and
 - b. Have the necessary public relation skills to deal with City employees and customers in a professional, courteous, businesslike manner; and
 - c. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
15. City will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. City reserves the right to require the Janitor to remove any janitorial personnel from further duty at City facilities, without cause and without the right to recover damages by such janitorial employee or by the Janitor from the City. The Janitor shall promptly remove and replace an individual janitorial employee when requested to do so by the City.
16. Provide a Project Manager who shall be responsible for the performance of the Services and remain the Janitor's contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with the City Parks and Facilities Manager to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of meetings may vary as determined by the Parks and Facilities Manager or designee. The Project Manager shall be readily available to review overall performance, deal with emergency callouts, receive special instructions regarding cleaning items, or discuss other pertinent issues regarding Services or Janitor's performance.
17. Provide to the Parks and Facilities Manager, and post in all janitorial closets, Safety Data Sheets for all chemicals used or stored in the buildings.
18. Provide adequate field supervision to ensure janitorial staff arrive at assigned posts on time, perform their duties as described, and provide backup as needed during required work hours. A daily checklist shall be completed by each janitorial employee, indicating completion of daily work tasks as detailed herein. Completed checklists to be legibly signed, dated, and left onsite in a log book provided by Janitor. A written plan for providing supervision must be included with the proposal submittal, along with a daily checklist sample.
19. Develop an internal monitoring system to ensure service quality, which shall include regularly scheduled written inspections with a copy to the Parks and Facilities Manager.

The Parks and Facilities Manager may choose to inspect with the Janitor. A written plan for such regular evaluations must be included with the proposal submittal.

20. Break down any cardboard boxes generated by supplies, materials, equipment, and other consumables and place in the appropriate dumpster.
21. Report to the Parks and Facilities Manager immediately upon discovery any vandalism and/or damage to City property.
22. Inform employees that City equipment, computers, refrigerators, closets, office supplies, telephones, copiers, are off limits to the Janitor or the Janitor's employees.
23. All buildings shall be cleaned after normal City working hours.
24. Security must be maintained at all facilities, no doors to be propped open or left unsecured. Key access will be provided to various City facilities by the Parks and Facilities Manager or designee; Janitor is responsible for key sets and their return upon conclusion of this Agreement. Janitor will be provided sign in/out procedures as needed during the course of this Agreement, and is responsible to assure City procedures are followed.

B. STORAGE SPACE, JANITOR'S CLOSETS AND LOCKER ROOMS

Space available in the buildings for this purpose will be assigned to the Janitor for the storage of bulk supplies and the equipment to be used in the performance of work under this Agreement. All space shall be kept in a neat, orderly condition.

Janitor's closets, located at various points throughout the buildings, may be used by the Janitor for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be clean and in order.

Failure to keep any of the facilities described above in a clean condition may result in the withdrawal of the privilege of using them.

City shall not be responsible in any way for damage to the Janitor's stored supplies, materials or equipment, the supplies, materials or equipment kept throughout the building in Janitor's closets, or the Janitor's employees' personal belongings brought into City buildings.

BUILDING FLOOR AREAS AND TYPE

Building	Net Square Footage	Type Floor
Fire Station No. 1		
Upstairs restrooms (2)	281	vinyl
Downstairs restroom	67	tile
Offices	500	tile
Lounge	390	tile
Stairs	115	carpet
Fire Station No. 3		
Vestibule	140 / 197.5	walk-off mat/tile
Lobby	144	tile
Hallway	95	carpet
Office Area	681	carpet
Training Room	589	carpet
Restrooms (2)	114	tile
City Shop		
Streets Offices (2)	317	carpet
Streets Break Room	310	epoxy coated cement
Break Room Restroom	34	epoxy coated cement
Shop Restroom	43	ceramic tile
Parks Office	135	carpet
Parks Break Room	214	tile

COMMITTEE STAFF REPORT

DATE: Monday, March 28, 2022



RESPONSIBLE STAFF

David Schott, Parks and Facilities Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Moscow Renaissance Fair Beer and Wine Garden Request (ACTION ITEM) – David Schott

DESCRIPTION

Moscow Renaissance Fair is requesting that the City Council approve a Resolution allowing them to have a beer and wine garden provided by a licensed vendor in East City Park for Moscow Renaissance Fair 2022, between the hours of 11:00 a.m. and 7:30 p.m. local time on April 30, 2022, and 11:00 a.m. and 5:00 p.m. local time on May 1, 2022. The event is open to the public and is the first beer and wine garden request from Moscow Renaissance Fair. The location of the beer garden is located northeast of the stage at the north end of the asphalt. The Moscow Police Department has reviewed the request and require two (2) security personnel on site during the permitted event as described in the proposed Resolution. No City police officers are required.

STAFF RECOMMENDATION

Recommend approval of the Resolution authorizing the beer and wine garden request for Moscow Renaissance Fair 2022.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Resolution authorizing the beer and wine garden request for Moscow Renaissance Fair 2022; or provide staff with further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 01.26.22 Ren Fair Alcohol Use Application
2. Resolution 2022 - Beer-WineMoscowRenaissanceFair_final

CITY OF MOSCOW
ALCOHOL USE APPLICATION
(For alcohol use in City parks and facilities)

FEE: \$100.00 per event

Date Fee Paid: 1/20/2022 Note: Fee shall not be refunded.

Applicant's Name: DAVID HALL

Event Name, if different than applicant: Moscow Renaissance Fair

Address of Applicant: 1334 Wallen Road / P.O. Box 8898

Day Phone: 208-310-2160 Other Message Phone: 208 882 9400

Email address, if any: David@moscowrenfair.org

WHEN AND WHERE PERMIT WILL BE USED:

1. Date(s): April 30 + May 1 2022
2. Time: 9:00am - 9:00 pm
3. Event Location: East City Park, Moscow

Signature of Applicant: DS Hall

Upon payment of alcohol use application fee, applicant then proceeds through the approval process with the guidance/assistance of the Parks and Recreation Director or designee.

Attached is a copy of the process and requirements

Attachment
Agreement/AlcoholPermitApp(FeeChg)/pm

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 5-13-4B prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code 5-13-3.C. (hereinafter “the Park”); and

WHEREAS, Moscow Renaissance Fair (hereinafter “the Event Sponsor”) desires to have its sponsored event, Moscow Renaissance Fair (hereinafter “the Permitted Event”), in East City Park (see Attachment “A”); and

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

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

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

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

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

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

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

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE FROM APRIL 30, 2022 THROUGH MAY 1, 2022:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held April 30, 2022, from 10:00 a.m. to 7:30 p.m. and May 1, 2022, from 10:00 a.m. to 5:00 p.m.

Liability, Insurance and Safety:

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

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;
2. All beer and/or wine shall be sold only by a licensed vendor.
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State

beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.

4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein.
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Event Sponsor shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Facilities Manager or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty-four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade.
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area.
5. No person shall be allowed to purchase, consume or possess beer and/or wine other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution.
6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and/or wine consumption, as shown on the map required by this Resolution.

7. All beer and/or wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage.
8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.
9. No person under twenty-one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer and/or wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer and/or wine sales or consumption, stating that entrance by persons under twenty-one (21) years of age is prohibited.
11. Beer and wine shall be sold only within the designated areas at the Park only between the hours of 11:00 a.m. and 7:30 p.m. local time on April 30, 2022, and 11:00 a.m. and 5:00 p.m. local time on May 1, 2022, during the Permitted Event.
12. Beer and wine shall be consumed only within the designated area at the Park only between the hours of 11:00 a.m. and 7:30 p.m. local time on April 30, 2022, and 11:00 a.m. and 5:00 p.m. local time on May 1, 2022, during the Permitted Event.
13. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

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

PASSED 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 _____, 2022.

Arthur D 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

The map illustrates the layout of the 2010 Gold Mountain Play Place. Key features include:

- Food Booths:** Two areas circled in green, located in the upper right quadrant.
- Recycling:** A yellow circle highlights a specific area labeled 'Recycling' with a note 'Approximately 60' x 35''.
- Playground:** A large yellow rectangular area on the right side.
- Peter Basco Main Stage:** An orange rectangular area in the center.
- Horseshoe Pit:** A yellow rectangular area on the left side.
- Nursing & Changing:** A light blue rectangular area at the bottom left.
- Maypole:** A pink circular area near the bottom left.
- Maze to the Dragon:** A purple rectangular area at the bottom center.
- Power Jump:** A red rectangular area at the bottom left.
- Mini Challenge:** A red rectangular area at the bottom center.
- Restrooms:** Multiple icons for restrooms are scattered throughout the map.
- Recycling:** Multiple icons for recycling are scattered throughout the map.
- Numbered Green Circles:** Representing trees, numbered from 1 to 100.

Attachment B

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW RENAISSANCE FAIR, FOR
THE MOSCOW RENAISSANCE FAIR EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Moscow Renaissance Fair (hereinafter "SPONSOR"), is made and entered into this _____ day of _____, 2022.

WHEREAS, Resolution No. 2022-_____ of the City of Moscow, Idaho, passed and approved on the _____ day of _____, 2022, provides, in part, for the person(s) and/or group holding the approved event to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the sponsor's use of CITY Park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the event scheduled to occur April 30, 2022 and May 1, 2022, permitted under the terms of Resolution No. 2022-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages to property or injury, sickness or death to persons, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representative including, but not limited to, the caterer and/or vendor of alcohol during the event.

Inspection, review and/or acceptance by CITY of any activity performed by or during the event or any activity or non-activity by CITY police officers or other officers, employees, agents or

representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement.

SPONSOR agrees that she/he (i) has read the foregoing Agreement, understands it, and agrees with its contents and conditions; (ii) has had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I, Jeanne McHale, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Moscow Renaissance Fair to this Agreement.

SIGNED this ____ day of _____, 2022.

MOSCOW RENAISSANCE FAIR

CITY OF MOSCOW, IDAHO

Jeanne McHale

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, March 28, 2022



RESPONSIBLE STAFF

David Schott, Parks and Facilities Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Earth Day Celebration Beer and Wine Garden Request (ACTION ITEM) – David Schott

DESCRIPTION

Inland North Waste is requesting that the City Council approve a Resolution allowing them to have a beer and wine garden provided by a licensed vendor in East City Park for Earth Day 2022, between the hours of 4:00 p.m. and 7:00 p.m. local time on April 22, 2022. The event is open to the public and is the first beer and wine garden request from Inland North Waste. The location of the beer garden is located to the southwest of the stage. The Moscow Police Department has reviewed the request and require two (2) security personnel on site during the permitted event as described in the proposed Resolution. No City police officers are required.

STAFF RECOMMENDATION

Recommend approval of the Resolution authorizing the beer and wine garden request for Earth Day 2022.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Resolution authorizing the beer and wine garden request for Earth Day 2022; or provide staff with further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 03.18.22 Earth Day Alcohol Use Application
2. Resolution 2022 - Beer-WineInlandNorthWasteEarthDay_final

**CITY OF MOSCOW
ALCOHOL USE APPLICATION**
(For alcohol use in City parks and facilities)

FEE: \$100.00 per event

Date Fee Paid: 3-18-2022 **Note:** Fee shall not be refunded.

Applicant's Name: Inland North Waste

Event Name, if different than applicant: Earth Day

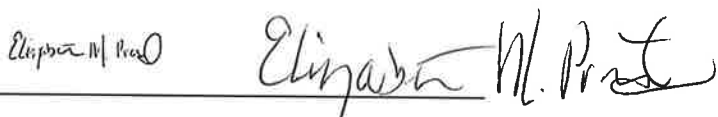
Address of Applicant: 401 N Jackson St. Moscow, ID 83843

Day Phone: 208-882-5724 Other Message Phone: 208-310-1832

Email address, if any: eprasilappearances@gmail.com

WHEN AND WHERE PERMIT WILL BE USED:

1. Date(s): April 22, 2022
2. Time: 4 - 7pm
3. Event Location: East City Park

Signature of Applicant: 

Upon payment of alcohol use application fee, applicant then proceeds through the approval process with the guidance/assistance of the Parks and Recreation Director or designee.

Attached is a copy of the process and requirements

Attachment
Agreement/AlcoholPermitApp(FeeChg)/pm

CITY PARKS AND FACILITIES
REQUEST FOR ALCOHOL USE - 2014

PAGE 6 OF 6

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 5-13-4B prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code 5-13-3.C. (hereinafter “the Park”); and

WHEREAS, Inland North Waste (hereinafter “the Event Sponsor”) desires to have its sponsored event, Earth Day (hereinafter “the Permitted Event”), in East City Park (see Attachment “A”); and

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

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

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

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

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

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

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

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING APRIL 22, 2022:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on April 22, 2022, from 4:00 p.m. to 7:00 p.m.

Liability, Insurance and Safety:

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

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;
2. All beer and/or wine shall be sold only by a licensed vendor.
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.

4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein.
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Event Sponsor shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Facilities Manager or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty-four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade.
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area.
5. No person shall be allowed to purchase, consume or possess beer and/or wine other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution.
6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and/or wine consumption, as shown on the map required by this Resolution.
7. All beer and/or wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage.

8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.
9. No person under twenty-one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer and/or wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer and/or wine sales or consumption, stating that entrance by persons under twenty-one (21) years of age is prohibited.
11. Beer and wine shall be sold only within the designated areas at the Park only between the hours of 4:00 p.m. and 7:00 p.m. local time on April 22, 2022, during the Permitted Event.
12. Beer and wine shall be consumed only within the designated area at the Park only between the hours of 4:00 p.m. and 7:00 p.m. local time on April 22, 2022, during the Permitted Event.
13. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

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

Failure To Comply:

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

PASSED 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 _____, 2022.

Arthur D 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

Attachment A



Attachment B

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
INLAND NORTH WASTE, FOR
THE EARTH DAY EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Inland North Waste (hereinafter "SPONSOR"), is made and entered into this _____ day of _____, 2022.

WHEREAS, Resolution No. 2022-_____ of the City of Moscow, Idaho, passed and approved on the _____ day of _____, 2022, provides, in part, for the person(s) and/or group holding the approved event to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the sponsor's use of CITY Park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the event scheduled to occur April 22, 2022, permitted under the terms of Resolution No. 2022-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages to property or injury, sickness or death to persons, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representative including, but not limited to, the caterer and/or vendor of alcohol during the event.

Inspection, review and/or acceptance by CITY of any activity performed by or during the event or any activity or non-activity by CITY police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement.

SPONSOR agrees that she/he (i) has read the foregoing Agreement, understands it, and agrees with its contents and conditions; (ii) has had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I, Stevie Steely-Johnson, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Inland North Waste to this Agreement.

SIGNED this _____ day of _____, 2022.

INLAND NORTH WASTE

CITY OF MOSCOW, IDAHO

Stevie Steely-Johnson

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, March 28, 2022



RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

KN 13014; Mountain View Rd - Professional Services Agreement for Construction Engineering and Inspection (ACTION ITEM) - Scott Bontrager

DESCRIPTION

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project for FY2022 to widen Mountain View Road to a two-lane urban roadway with bicycle lanes, turn lanes, storm drainage improvements, illumination system upgrades, curbs, gutter, sidewalks, and a roundabout at the intersection of Mountain View Road and 6th Street.

The construction contract for the project was awarded by the Idaho Transportation Board last December to Western Construction of Lewiston, Idaho in the amount of \$2,188,016.60. A request for qualifications was issued by ITD for construction engineering and inspection on December 1, 2021, and one qualified engineering firm responded by the December 14th deadline. A five-person panel (two LHTAC engineers and three City Staff) independently rated the statement of qualification and a consensus was reached on the selection of J-U-B Engineers, Inc.

The attached professional services agreement between the City of Moscow and J-U-B Engineers, Inc. was negotiated on Tuesday, March 1, 2022 in the amount of \$247,167.00. This amount equates to 11.3% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project of this complexity. The agreement has been reviewed and approved by the City Attorney.

STAFF RECOMMENDATION

Recommend approval of the Professional Services Agreement with J-U-B Engineers, Inc.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with J-U-B Engineers, Inc., or provide staff further direction.

FISCAL IMPACT

The negotiated CE&I Contract is within the limits of the existing approved project funding.

PERSONNEL IMPACT

ATTACHMENTS

1. 13014 LPA_Signed by JUB

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 96165

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the CITY OF MOSCOW, whose address is PO Box 9203 Moscow ID 838431703, hereinafter called the "Sponsor," and J-U-B ENGINEERS, INC., whose address is 2760 W. Excursion Ln., Ste. 400, Meridian, ID, 83642, hereinafter called the "Consultant."

RATIFICATION

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

NOW, THEREFORE, the parties hereby agree as follows:

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

PROJECT NAME: MOUNTAIN VIEW RD, MOSCOW
PROJECT NO: A013(014)
KEY NO: 13014

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:
ALLWEST TESTING & ENGINEERING, INC.

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Jayme Coonce, Staff Engineer, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

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

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

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

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

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

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

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **11/30/2022**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 1. Not-To-Exceed Amount: **\$247,167.00**
 2. Additional Services Amount: **\$0.00**
 3. Total Agreement Amount: **\$247,167.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

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

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

J-U-B ENGINEERS, INC.
Consultant

CITY OF MOSCOW
Sponsor

By:  Kayla Brown
2022.03.15
12:00:52 -07'00'

By: _____

Title: Area Manager

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

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

Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

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

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

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

IV. PERSONNEL

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

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

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

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

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

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

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

Cost Plus Fixed Fee

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

Cost

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

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

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

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage

payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

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

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

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

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

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

- b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

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

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

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

3. CHANGES IN WORK

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

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

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

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

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

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

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

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

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

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

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

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

8. OWNERSHIP OF DOCUMENTS

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

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

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

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

11. LEGAL COMPLIANCE

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

12. SUBLETTING

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

13. PERMITS AND LICENSES

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

14. PATENTS

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

15. NON-DISCRIMINATION ASSURANCES

1050.20 Appendix A:

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

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

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

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

16. INSPECTION OF COST RECORDS

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

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

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

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

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

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

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

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

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

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

19. EMPLOYEE ELIGIBILITY

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

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

Project No's.: **A013(014)**
Project Name: **Mountain View Road**
Key Number's: **13014**
Date: **March 1st, 2022**

This scope of work is to provide Construction Engineering, Inspection & Sampling (CEI&S) Services to include contract administration, inspection, materials sampling and testing, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer (RE), Jayme Coonce, P.E. and the City of Moscow, for construction of Mountain View Road located in Latah County, Idaho. J-U-B Engineers Inc. (J-U-B) intends to provide LHTAC with experienced administration, inspection personnel and experienced materials sampling & testing inspection personnel. J-U-B will subcontract with ALLWEST Testing and Engineering (ALLWEST) to augment J-U-B's staff with onsite materials sampling and testing through this contract. J-U-B will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

ITEMS TO BE PROVIDED BY LHTAC/ITD:

- Aid in the maintenance of access to ITD computer systems and project files, where applicable, such as AASHTOWare Project Construction (web version) and the authorizing of ProjectWise project folders.
- Headquarters Lab testing as identified in the QA Manual.

The following tasks represent the individual services that are to be provided by J-U-B and/or ALLWEST under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – J-U-B will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the City of Moscow, LHTAC, ITD, and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of those activities necessary to administer the contract.
 - 1.1 Submittal Log & Minimum Testing Requirements (MTR's) – J-U-B will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals, as well as encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported to LHTAC and the City of Moscow. J-U-B will also develop the MTR list for the project prior to start of construction per the QA manual. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results.

Performance Assumptions:

- i. Minimum Testing Requirements (MTR's) will be prepared by J-U-B for review and approval of the LHTAC Resident Engineer prior to the start of construction.
- 1.2 Pre-Construction Conference – J-U-B will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with LHTAC Resident Engineer.

Performance Assumptions:

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- i. Coordinate and perform one (1) conference with J-U-B, ALLWEST, City of Moscow, LHTAC, the Contractor, Utilities, and other applicable parties.
 - ii. Provide Video Conferencing for attendees as necessary.
 - iii. Prepare and distribute one (1) set of pre-con meeting agendas and minutes to attendees.
- 1.3 Labor Compliance – The Contractor’s and Sub-contractor’s certified payroll wage rates will be verified for format, classification, pay scale, timely submissions, concurrence with field reviews and documented and tracked within one week of receipt.

Performance Assumptions:

- i. Maintain filing system for certified payrolls and EEO compliance reports using ITD 2002 and ITD 2016 forms and notify contractors on incorrect classification, pay scales, etc.
 - ii. Conduct labor interviews (ITD 2014) and DBE interviews (ITD 1701) and notify contractors on incorrect classification, pay scales, and/or fringe benefits. Contractor has two (1) DBE for this project.
 - iii. Maintain records in compliance with Title VI requirements.
 - iv. Labor compliance will be performed for prime contractor and up to five (5) subcontractors.
- 1.4 Civil Rights Compliance – J-U-B and Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer and the City of Moscow will be notified of instances of non-compliance.

Performance Assumptions:

- i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.
- 1.5 Filing & Records Verification – Project files will be posted to ProjectWise and maintained on a weekly basis. Electronic copies of important or requested information will be readily available to the LHTAC Resident Engineer on ProjectWise. An on-going process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system electronically using ProjectWise and prepare the project in AASHTOWare Project Construction.
- ii. Address periodic review comments provided by LHTAC.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- iii. Maintain correspondence documents electronically in ProjectWise, as required by the CA Manual.
 - iv. Post contract bid item testing and certification documentation to ProjectWise. Contract items will not be paid without their corresponding test or certification posted to ProjectWise.
 - v. Post QASP testing results - J-U-B will post Quality Assurance Special Provision test reports into an ITD QASP calculation spreadsheet (provided to J-U-B). If, at the time, an ITD spreadsheet is not available, J-U-B will develop a spreadsheet for use. The QASP spreadsheet will generate Pay Factor and F&T results for transmittal to contractors.
 - vi. Post AASHTOWare Project Construction Entries – J-U-B will enter AASHTOWare Project Construction entries for the project pay estimates from field diaries and pay item documents. Check pay item quantities against MTR's to assure quantities posted have appropriate certifications and test reports. AASHTOWare Project Construction Daily Work Reports (DWR's) will only identify a chargeable or non-chargeable day. Work Items will be entered on Pay Estimate cut-off days only.
- 1.6 Progress Estimate Preparation – For each scheduled progress estimate, Pay Item Reports (ITD 2780) will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities and justification for each bid item payment with a summary sheet showing the amounts recommended for payment. We anticipate up to five (5) Progress Estimates will be generated for this project.

Performance Assumptions:

- i. Prepare up to five (5) pay estimate packages for LHTAC review, including one final pay estimate.
 - ii. Prepare up to four (4) monthly project budget projections for LHTAC and the City of Moscow to review.
 - iii. ITD 2242 Time Accounting form will be provided monthly with pay estimate development.
- 1.7 Materials Certifications – Certifications, as required by bid items, will be requested for materials incorporated into the project. Certifications will be received, reviewed for conformance with plans and specifications, and accepted prior to payment or allowing the certified material to be incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

Performance Assumptions:

- i. Contractor Source Approval Requests, Staging Area Requests, and Waste Site Approval Requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.
- ii. Contractor Hot Mix Asphalt designs will be reviewed and approved through coordination with the LHTAC Resident Engineer.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- 1.8 Contract Changes – Requests received from the contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with LHTAC Resident Engineer and the City of Moscow.

- 1.9 Pre-Paving Meetings – J-U-B will facilitate a pre-pave meeting with the Contractor as applicable.

Performance Assumptions:

- i. Coordinate and perform one (1) pre-pave meeting with ALLWEST, the LHTAC, the City of Moscow, and the Contractor.
- ii. Prepare and distribute one (1) pre-pave agenda and minutes to attendees.

- 1.10 Progress Meetings – Weekly/Periodic progress meetings will be held on site or at an otherwise Engineer approved location.

Performance Assumptions:

- i. Attend and conduct weekly progress meetings with ALLWEST, LHTAC, City of Moscow and the Contractor.
- ii. Prepare minutes for distribution and review to attendees.

- 1.11 Subcontracts – J-U-B will review and present subcontracts for approval by the LHTAC. J-U-B anticipates up to five (5) subcontractors will be involved.

- 1.12 Change Orders – J-U-B will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer and the City of Moscow. Once all necessary documentation has been received by J-U-B, Change Order preparation time through signature by LHTAC assigned authority must not exceed three (3) calendar weeks.

Performance Assumptions:

- i. J-U-B will consult with the LHTAC Resident Engineer and the City of Moscow, and in coordination with other assigned LHTAC and ITD personnel, as required by the ITD Contract Administration Manual, and prepare the ITD 2317 and ITD 400 as well as other documents necessary to complete the change order process.
- ii. J-U-B will assist the LHTAC Resident Engineer and the City of Moscow in preparing for any litigation or other action that may arise. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
- iii. For pending claims concerning extra work or work beyond the original scope, J-U-B will maintain accurate force account records showing actual cost of such work. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- 1.13 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer or Design Engineer.

Performance Assumptions:

- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications. Any changes to the Traffic Control Plan will be discussed and approved by the City of Moscow no less than 48-hours prior to implementation.
 - ii. CPM Review – The contractor's CPM will be reviewed to ensure that activity dates are correctly recorded for accuracy.
 - iii. Submittals – J-U-B will review submittals for material to be incorporated into the project per the specifications. J-U-B will check items found on the ITD Qualified Products List prior to the material being incorporated into the project.
 - iv. Source Requests, Staging Areas and Waste Site Requests will be reviewed and approved through coordination with LHTAC environmental.
 - v. Interpretations and Clarifications – It is expected that J-U-B will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
 - vi. Shop Drawings - J-U-B will review shop drawings for general contract conformance and then transmit to the Engineer of Record for a structural review and approval. J-U-B will notify LHTAC when these are transmitted.
- 1.14 Public Relations – J-U-B will respond to and coordinate to all public inquiries and/or concerns after confirming with the Contractor, the LHTAC Resident Engineer, and the City of Moscow for appropriate action. Records of contracts and responses will be maintained. J-U-B and the Contractor will provide the necessary information (contractor name, critical project information, general schedule, traffic changes, working hours and project contact information) to the City of Moscow for a pre-construction press release to be published on the City website. J-U-B will assume three (3) project update press releases.
- 1.15 Utility Company/Property Owner/Agency Coordination – In accordance with the construction Contract, J-U-B will ensure that adequate notice and coordination with affected Utilities, and Property Owners is given. As appropriate, these companies or owners will be informed or work expectations and progress. All concerns and issues raised through this coordination will be brought to the attention of LHTAC Resident Engineer and the City of Moscow for appropriate action. Records of contacts and responses will be maintained.
- 1.16 511 Reporting – J-U-B will complete and submit the ITD 0511 form to the LHTAC Resident Engineer before the start of construction. J-U-B will update the form monthly and following any major changes to project traffic control or limitations due to construction activities.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- 1.17 Monthly Invoicing – Monthly invoices of J-U-B and ALLWEST labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets and task descriptions for all labor expended and appropriate backup for all direct costs. J-U-B will formally notify the Agreement Administrator upon reaching 85% of the expended contract amount.
2. **Survey Control** – J-U-B will spot check and verify Contractor surveys for accuracy and compliance with the plans and specifications. This work will be conducted by the J-U-B's inspection staff. J-U-B is assuming no Professional Licensed Survey work will be needed. If so, the work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
3. **Project Inspection** – Inspections will be performed by J-U-B with qualified and certified inspection staff. A spreadsheet with qualifications and certifications will be prepared and maintained to ensure full compliance with the ITD, WAQTC, and IQP requirements.
- 3.1 Inspector Diaries – Daily reports on ITD approved forms will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions or identified change orders, changed conditions, daily activities, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Project files and daily diaries will be maintained, and copies will be uploaded to ProjectWise on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
- 3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies in the work of the Contractor will be identified and documented with recommendations reported to the LHTAC Resident Engineer.
- 3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the Contractor.
- 3.4 Environmental & Erosion Control Monitoring – J-U-B will provide a certified inspector to observe compliance with permits and each project's approved Pollution Prevention Plan (PPP) or SWPPP. J-U-B will participate in joint inspections with the Contractor's WPCM for compliance with each project's approved environmental plan.

Performance Assumptions:

- i. This scope includes one inspection per week with two additional inspections. The scope includes one (1) hour per inspection. Attendance at the weekly meeting is not included for the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits. Development of the ITD 2786 or ITD 2802 will be the responsibility of the Contractor. Daily diaries documenting env. inspection will be completed by the assigned project inspector.
- ii. Weekly monitoring reports will be prepared and filed in the project office. In the event of a CGP violation, a non-compliance report (ITD Form 2790) will be coordinated within 24 hours of the violation with the contractor, the City of Lewiston, and LHTAC staff. Formal

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

notification if personnel are changed or expiration of the needed certifications occurs will be required.

- 3.5 Fuel Price Adjustment Calculations – Fuel Price adjustment will be calculated and paid monthly. Record of each month's calculation will be included in the project files.
- 3.6 Asphalt Price Adjustment Calculations – Asphalt Price adjustment will be calculated and paid as applicable for month's where paving has occurred. Record of each month's calculation will be included in the project files.
- 3.7 Surface Smoothness Adjustment Calculations – Surface Smoothness will be reviewed based on Straightedge Requirements.

4. **Materials Sampling & Testing** – J-U-B will provide materials sampling & testing services through ALLWEST as required by ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

- 4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer including verification sampling. Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions. J-U-B will meet the minimum sampling frequencies per the MTR's as approved by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies. J-U-B will provide daily monitoring of the Contractor's Quality Control activities at the project site. J-U-B will not be required to provide, coordinate, schedule, or review IA testing for these projects.
- 4.2 Prepare and Transmit Test Results – The Contractor's Quality Control Plan will be monitored pursuant to QC/QA Special Provisions. All sampling data generated by J-U-B will be documented for inclusion in the LHTAC provided ITD QASP software/program or the J-U-B prepared spreadsheet for QC/QA statistical analysis for penalty/bonus calculations.
- 4.3 Schedule for Sampling – the LHTAC Resident Engineer will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.
- 4.4 Acceptability of "or-equal" Products – J-U-B will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

Performance Assumptions:

- i. This scope includes the completion of the material sampling and testing at the rates and frequencies identified in the CE&I agreement package.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

5. **Record Drawings & Project Close-Out** - J-U-B will track changes and deviations from the plans and throughout the duration of the project. The Contractor will prepare As-Built drawings for J-U-B to review and verify. After verification, J-U-B will submit the marked drawings to LHTAC. At project close-out, all records will be finalized, and quantity calculations verified. The final package of records will be available on ProjectWise. J-U-B will submit a Materials Summary Review spreadsheet in the conformance with the current ITD ProjectWise process or an Engineer approved equal format to the LHTAC for review and acceptance. This summary must include the contract item number, form of acceptance, Pass/Fail/Other, Test Date, Personnel name and entering and checking data, Quantity Represented, Comments as applicable.

Performance Assumptions:

- 5.1 Verify that all necessary documents have been received for submission of contractor's affidavit of payment.
- 5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
- 5.3 J-U-B will participate in one (1) inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the City of Moscow, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. If there are no objections from the City of Moscow, J-U-B will deliver a certificate of substantially complete to the LHTAC Resident Engineer and the Contractor.
- 5.4 J-U-B will participate in one (1) final inspection, to include representatives from the City of Moscow and LHTAC, to determine if the completed work by the contractor is acceptable so that J-U-B and LHTAC may recommend in writing, final payment to the Contractor. J-U-B will also provide a notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.
- 5.5 Full and final project documentation in ProjectWise must be completed no later than 30 days after the project work completion date. All documentation identified as "punch list" items which have been requested and not received due to Contractor lack of response are not subject to this timeframe and will be turned over to LHTAC close out staff.

Key Understandings - It is anticipated that each J-U-B personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by J-U-B and all work will be under the supervision of the LHTAC Resident Engineer or their assigned representative. The LHTAC Resident Engineer and J-U-B will collaboratively keep the City of Moscow informed and updated of project progress and changes.

Project Schedule - J-U-B proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. It is anticipated that J-U-B will be engaged in CE&I services from May through end of September 2022.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

Professional Service Fee - J-U-B will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. J-U-B will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expended to complete the project in accordance with the provisions of the ITD Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent J-U-B's professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. J-U-B will advise the LHTAC Resident Engineer and the City of Moscow of such issues and any fee and/or schedule impact prior to implementing revised activities.

Final Negotiated Estimate

PROJECT LOCATION:

Mountain View Road

PROJECT NUMBER:

A013(014)

PROJECT KEY NUMBER:

13014

J-U-B - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

Position	Name	Man-Days	Man-Hours	Raw Hrlr Rate	2.9304 Loaded Hrlr Rate	Loaded Labor Cost
1 Project Manager	G. Frei	32	= 258	@ \$50.87	\$149.07	= \$ 38,385.53
2 Lead On-Site Inspector	A. Moody	88	= 704	@ \$37.44	\$109.71	= \$ 77,235.84
3 Inspector #2	S. Coston	10	= 79	@ \$31.79	\$93.16	= \$ 7,359.64
4 Deputy PM	S. Newmann	12	= 93	@ \$62.50	\$183.15	= \$ 17,032.95
5 Senior Records Inspector	C. Torrieri	13	= 103	@ \$27.13	\$79.50	= \$ 8,188.50
6 Records Inspector/Clerical	S. Volkman	12	= 98	@ \$23.81	\$69.77	= \$ 6,837.46
7 Financial Specialist	T. Lutz	2.5	= 20	@ \$37.01	\$108.45	= \$ 2,169.00
8 EOR	C. Pettigrew	1.25	= 10	@ \$67.26	\$197.10	= \$ 1,971.00
9 Design Engineer	M. Sipple	0	= 0	@ \$50.18	\$147.05	= \$ -
TOTAL LOADED LABOR COST						= \$ 159,179.92

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Approved Overhead Rate **166.07%**

C. NET FEE * 10.00%**

D. FCCM 0.36%

E. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount	Unit Cost	Estimated Expense
1 Vehicle Mileage			
J-U-B Office to Project RT	70 Mi		
G. Frei/S. Neumann	20 Trips	1,400 Mi 1,400 @ \$ 0.585	= \$ 819.00
A. Moody	60 Trips	4,200 Mi 4,200 @ \$ 0.585	= \$ 2,457.00
S. Coston	20 Trips	1,400 Mi 1,400 @ \$ 0.585	= \$ 819.00
TOTAL ESTIMATED EXPENSE			= \$ 4,095.00

F. SUBCONSULTANTS

1 ALLWEST ** = \$ 83,892.56

TOTAL = \$247,167.48

Constr Amt 2,188,016.60
% 11%

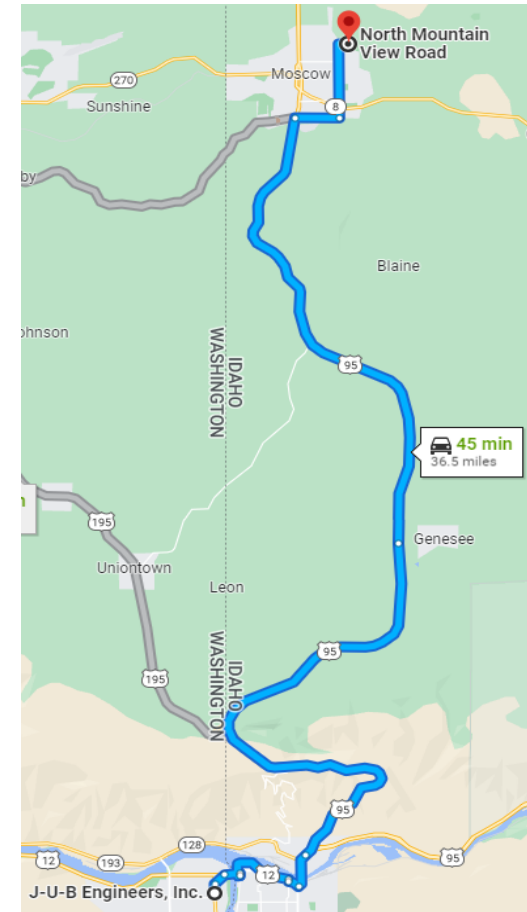
Not-To-Exceed amount

* Not to Exceed the "FEDERAL PER DIEM RATES FOR IDAHO"

** See attached Subconsultant's Summary

*** Calculated from Fee Matrix

**** As per our Approved Overhead Rate Letter



PROJECT LOCATION: Mountain View Road
 PROJECT NUMBER: A013(014)
 PROJECT KEY NUMBER: 13014

ALLWEST - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

Position	Name	Man-Days	Man-Hours	Raw Hrlly Rate	3.0505 Loaded Hrlly Rate	Loaded Labor Cost
1 Staff Manager	K. Funke	5	= 37	@ \$52.00	\$158.63	= \$ 5,869.16
2 Senior Technician	J. Gordon	24	= 195	@ \$30.00	\$91.52	= \$ 17,845.43
3 Technician	J. Knapp	15	= 117	@ \$23.00	\$70.16	= \$ 8,208.90
4 Clerical	S. Wolfe	3	= 20	@ \$28.00	\$85.41	= \$ 1,708.28
TOTAL LOADED LABOR COST						= \$ 33,631.76

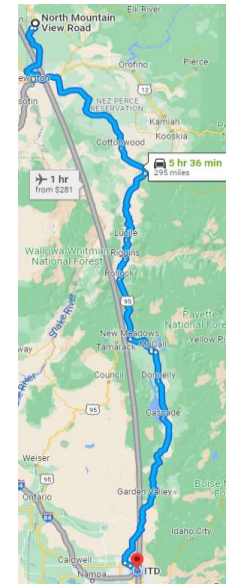
B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Approved Overhead Rate	176.62%
C. NET FEE ***	10.00%
D. FCCM	0.77%

E. OUT-OF-POCKET EXPENSE SUMMARY *

	Mileage	4,480.00	@	\$0.585	=	\$2,620.80	48 trips @ 70 miles roundtrip, 2 trips to ITD HQ @ 590 miles roundtrip
	Density Gauge - Day	68.00	@	\$40.00	=	\$2,720.00	Assume 68 days of soil/agg/plantmix density testing. See Material Testing Qty Est
	Shipping Fees	10.00	@	\$40.00	=	\$400.00	Ship PG Binder and cement/fly ash powder to ITD; HMA samples to headquarters for test strip; Payment will be made on invoices
Section 200	T99/T180 Moisture Density Relationship Curve	4.00	@	\$255.00	=	\$1,020.00	Anticipate up to 3 samples for Exc., Emb., 1 for Sideway, Driveway, Curb Ramp, and Gutter Section
	T27/T11 Sieve Analysis greater than 2"	7.00	@	\$185.00	=	\$1,295.00	4 retaining wall tests, 2 soft spot tests, 1 granular borrow
	T176 Sand Equivalent - 1 Point	1.00	@	\$145.00	=	\$145.00	1 granular borrow,
	T85/T84 Specific Gravity of Coarse or Fine Aggregate		@	\$0.00	=	\$0.00	
	T272 Moisture Density Relationship 1 Checkpoint	10.00	@	\$155.00	=	\$1,550.00	3 tests for subgrade; 4 retaining wall samples; 1 test for granular borrow; 2 tests for soft spot repair;
	T27/T11 Sieve Analysis	10.00	@	\$185.00	=	\$1,850.00	
Section 300	T255/T265 Moisture Content	10.00	@	\$105.00	=	\$1,050.00	
	T27/T11 Sieve Analysis	5.00	@	\$185.00	=	\$925.00	1 tests for Bedding Sand-utility conduit, 1 test each for core fill and retaining wall backfill, 1 each for 2 concrete mix designs
	T27 Coarse Sieve for T74		@	\$0.00	=	\$0.00	
	T255/T265 Moisture Content for T74		@	\$0.00	=	\$0.00	
	T176 Sand Equivalent	11.00	@	\$145.00	=	\$1,595.00	9 tests for 3/4" base, 1 each for 2 concrete mix design aggs.
	T335 Fractured Face	9.00	@	\$145.00	=	\$1,305.00	9 test for Aggregate Base (1/1000 tons)
Section 400	T27/T11 Sieve Analysis	9.00	@	\$185.00	=	\$1,665.00	9 test for Aggregate Base (1/1000 tons)
	T255/T265 Moisture Content	9.00	@	\$105.00	=	\$945.00	9 test for Aggregate Base (1/1000 tons)
	T99 Anti-strip	4.00	@	\$125.00	=	\$500.00	Assume ITD headquarters will perform all TS lab testing except cold feed (HMA loose mix, cores)
	T27/T11 Sieve Analysis (cold feed)	1.00	@	\$185.00	=	\$185.00	1/test strip (Assuming only 1 test strip for project)
	T308 Ignition Oven Correction Sample		@	\$0.00	=	\$0.00	
	T176 Sand Equivalent (cold feed)	1.00	@	\$145.00	=	\$145.00	1/test strip (Assuming only 1 test strip for project)
	T335 Fractured Face (cold feed)	1.00	@	\$135.00	=	\$135.00	1/test strip (Assuming only 1 test strip for project)
	D4791 Flat and Elongated (cold feed)	1.00	@	\$150.00	=	\$150.00	1/test strip (Assuming only 1 test strip for project)
	T304 Fine Aggregate Angularity	1.00	@	\$140.00	=	\$140.00	1/test strip (Assuming only 1 test strip for project)
	T329 Asphalt Moisture		@	\$0.00	=	\$0.00	
Section 500	T209 Rice Max Theoretical Test	7.00	@	\$245.00	=	\$1,715.00	Set of two per test. 3 test per test section plus 1 per 750 tons w/ test section
	T308/T30 Extraction Gradation w/Moisture - Ignition Over	11.00	@	\$260.00	=	\$2,860.00	3 per test section plus 1/750 tons placed w/ test section, and 4 for NCAT correction factor
	Core Unit Weight / Density	20.00	@	\$110.00	=	\$2,200.00	10/cores for bottom lift and 10/cores for top lift
	T312 Asphalt Volumetric Properties - Gyatory	3.00	@	\$260.00	=	\$780.00	Set of two per test. 3 test per test section
	Compressive Strength Cylinders (6 per test)	60.00	@	\$39.00	=	\$2,340.00	\$39/cylinder, 8 set of 6 cylinders (2-7 day, 3-28 days, and 1-hold for backup)
Section 600	T27-T11 Fine Sieve Analysis		@	\$0.00	=	\$0.00	
	T176 Sand Equivalent		@	\$0.00	=	\$0.00	
	T27/T11 Coarse Sieve Analysis		@	\$0.00	=	\$0.00	
	T99/T180 Moisture Density Relationship Curve		@	\$0.00	=	\$0.00	
	T27/T11 Sieve Analysis greater than 2"		@	\$0.00	=	\$0.00	
	T176 Sand Equivalent - 1 Point		@	\$0.00	=	\$0.00	
	T85/T84 Specific Gravity of Coarse or Fine Aggregate		@	\$0.00	=	\$0.00	
	T272 Moisture Density Relationship 1 Checkpoint	45.00	@	\$155.00	=	\$6,975.00	Assume 45 tests for pipe/watermeter/sidewalk/ramps/driveway
	T27/T11 Sieve Analysis	45.00	@	\$185.00	=	\$8,325.00	Assume 45 tests for pipe/watermeter/sidewalk/ramps/driveway
	T255/T265 Moisture Content	45.00	@	\$105.00	=	\$4,725.00	Assume 45 tests for pipe/watermeter/sidewalk/ramps/driveway
TOTAL TESTING COST	T27/T11 Sieve Analysis		@	\$0.00	=	\$0.00	
	T176 Sand Equivalent - 1 Point		@	\$0.00	=	\$0.00	
TOTAL TESTING COST						=	\$50,260.80

TOTAL = \$83,892.56



57.00 Working Day Contract

57.00 Working Day Contract

J-U-B - Project Personnel									ALLWEST - Project Personnel							
G. Fri	A. Moody	S. Costen	S. Newmann	C. Torrieri	S. Volkman	T. Lutz	C. Pettigrew	M. Sipple		K. Funke	J. Gordon	J. Knapp	S. Wolfe			
Project Manager	Lead On-Site Inspector	Inspector #2	Deputy PM	Senior Records Inspector	Records Inspector/Clerical	Financial Specialist	EOR	Design Engineer	TOTAL	Staff Manager	Senior Technician	Technician	Clerical	TOTAL	TOTAL	NOTES
4.00			42.00						46.00					46.00		PM 69 Std Items (.5hr), 10 SP items (.75 hr)
6.00	3.00				2.00				11.00	3.00				14.00	3.00	PM 2hrs coordinate, 2 hrs to host, 2 hrs for minutes
2.00	6.00				18.00				26.00					26.00		Assume 6 total contractors, set up files & 1st PR review
	2.00				2.00				4.00					-	4.00	
12.00	24.00			40.00	20.00				96.00					96.00		PM 1 hr/week, LI 3hrs/week, CL 5 hrs/week
20.00	40.00				70.00				70.00					70.00		Assume five (5) estimates, PM 4 hrs/ea, LI 8 hrs/ea, CL 1 hr/ea
12.00	12.00				30.00				30.00					30.00		PM 1hr/week, LI 1 hr/week, CL .5 hrs/week
15.00					15.00				15.00					15.00		Assume five (5) @ 3 hrs/ea
6.00	3.00		3.00		12.00				12.00	3.00	3.00			6.00		ALLWEST participation (1 hr travel), PM to prepl/minutes
19.50	13.00				32.50				7.00					7.00		13 meeting, 1 hr/meeting, PM 1.5 hrs/meeting + prep / minutes
5.00					15.00				15.00					-		Assume five (5), PM 1 hr/sub, CL 2hrs/sub
12.00			12.00		36.00				36.00					36.00		Assume 6 @ 6 hrs/ea
24.00	24.00			12.00	70.00		10.00		70.00					70.00		PM & LI 2 hrs/week, CL 1 hr/week
12.00	6.00				24.00	6.00			24.00					-	24.00	PM 1 hr/week, LI & CL 0.5 hrs/week
6.00	12.00				18.00				18.00					-	18.00	LI 1 hr/week, PM 0.5 hrs/week
7.00					7.00				7.00					-	7.00	1 hr initial, 0.5 hrs/week
5.00					25.00	20.00			25.00	3.00			6.00	9.00	34.00	Assume 5 months JUB, ALLWEST 4 - PM 1 hr/pr, CL 1 hr/pr
167.50	145.00	-	57.00	52.00	86.00	20.00	10.00	-	537.50	16.00	3.00	-	6.00	25.00	562.50	
4.00	8.00								12.00					-		12.00
4.00	8.00	-	-	-	-	-	-	-	12.00	-	-	-	-	-		12.00
36.00	462.00	51.00							549.00					-		549.00 PM 3 hrs/week, LI 9 hrs/day
10.00	10.00								20.00					-		20.00 Assume 5 corrections @ 2 hrs/ea, PM & LI
10.00	24.00				12.00				46.00					-	46.00	PM 2 hrs/est, LI 2hrs/wk, CL 1 hr/wk
6.00		28.00			34.00				34.00					-	34.00	weekly inspectors plus 2 additional per month, PM 5 ea
				5.00					5.00					-	5.00	Est. 1 hr/month
				2.00					2.00					-	2.00	2 hrs
1.00	6.00				7.00				7.00					-	7.00	
63.00	502.00	79.00	-	7.00	12.00	-	-	-	663.00	-	-	-	-	-	663.00	
6.00	8.00		10.00						24.00		192.00	117.00		309.00		333.00
					12.00				12.00	7.00	-		14.00	21.00		33.00
	6.00				6.00				6.00	14.00			-	14.00		20.00
2.00			2.00		4.00				4.00							4.00
8.00	14.00	-	24.00	-	-	-	-	-	46.00	21.00	192.00	117.00	14.00	344.00		390.00
5.00	24.00		12.00	10.00					51.00					-		51.00 CL 2hrs/est, PM 1 hr/est, LI 2 days of review and reporting
2.00				4.00					6.00					-	6.00	
3.00	2.00				5.00				5.00					-	5.00	2 hr meeting + punch list
1.00	1.00				2.00				2.00					-	2.00	1 hr meeting
4.00	8.00				12.00				12.00					-	12.00	
				30.00					30.00					-	30.00	
15.00	35.00	-	12.00	44.00	-	-	-	-	106.00	-	-	-	-	-	106.00	
257.50	704.00	79.00	93.00	103.00	98.00	20.00	10.00	-	1,364.50	37.00	195.00	117.00	20.00	369.00	1,733.50	

2022 LHTAC Schedule of Fees-Construction Materials Testing

Allwest Lewiston

SOIL & AGGREGATE TESTING

Test Method Designation	Trade Name	Unit Price: \$
AASHTO T 99 Moisture-Density Relations of Soils Using a 5.5 lb Rammer and 12" Drop (5pt)	Standard Proctor	\$ 255.00
AASHTO T 180 Moisture-Density Relations of Soils Using a 10 lb Rammer and 18" Drop	Modified Proctor	\$ 255.00
AASHTO T 272 1-Point Method for Determining Maximum Dry Density and Opt Moisture	1-Point Method	\$ 155.00
AASHTO T 27 Sieve Analysis of Coarse Aggregates	Sieve	\$ 185.00
AASHTO T 11 Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing	Fine Wash	\$ 135.00
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test	Sand Equivalent	\$ 145.00
AASHTO T 255 Total Evaporable Moisture Content of Aggregate by Drying	Moisture Content	\$ 105.00
AASHTO T 265 Laboratory Determination of Moisture Content of Soils	Moisture Content	\$ 105.00
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test, Alt. Method 2, Mechanical	Sand Equivalent	\$ 145.00
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate	Fractured Face	\$ 145.00

CONCRETE TESTING

Test Method Designation	Trade Name	Unit Price: \$
AASHTO T22 Compressive Strength of Concrete Cylinders, per each	Strength, each cylinder	\$ 39.00
AASHTO T358 Surface Resistivity of Concrete to Resist Chloride Ion Penetration	Resistivity	\$ 100.00
AASHTO T106 Compressive Strength of Cube Specimens, per each	Cube Strength, each cube	\$ 39.00

PLANTMIX PAVEMENT TESTING

Test Method Designation	Trade Name	Unit Price: \$
Idaho IT 99 Detection of Anti-Stripping Additive in Asphalt Binder	Antistrip	\$ 125.00
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate, Method 1	Fractured Face	\$ 135.00
Idaho FOP for ASTM D4791 Flat and Elongated Particles in Course Aggregate	Flat and Elongated	\$ 150.00
Idaho FOP for AASHTO T304 Uncompacted Void Content of Fine Aggregate	Fine Aggregate Angularity	\$ 140.00
Ignition Oven Correction Factor IR-157-19, 1 set of 3	NCAT Correction Factor	\$ 260.00
AASHTO T 166 Bulk Specific Gravity of Compacted HMA, Method A or AASHTO T331	Gmb	\$ 110.00
AASHTO T 209 Maximum Specific Gravity of HMA Paving Mixtures, Bowl Method	Rice	\$ 245.00
AASHTO T 269 Percent Air Voids in Compacted Dense and Open Asphalt Mixtures	Air Void	\$ 100.00
AASHTO T 308 Asphalt Binder Content of HMA by Ignition Method	AC	\$ 230.00
AASHTO T 30 Mechanical Analysis of Extracted Aggregate	Seive	\$ 260.00
AASHTO T 329 Moisture Content of HMA by Oven	Asphalt Moisture	\$ 110.00
AASHTO T 312 Density of HMA by Means of the Superpave Gyratory Compactor	Gyratory Pucks	\$ 260.00
ASTM D7227 Rapid Drying of Compacted HMA Specimens Using Vacuum Drying	CoreLok	N/A
Hourly Rental Rate for Nuke Gauge*		\$ 20.00

*If supported in an approved Overhead Rate letter

Test rates, as presented, include all costs associated with completing the test and providing final reports. Additional administrative time will not be provided. When invoicing for these tests, naming convention must match what is presented above. At a minimum, include the test method designation.

COMMITTEE STAFF REPORT

DATE: Monday, March 28, 2022



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

System Admin

OTHER RESOURCES

AGENDA ITEM TITLE

Reaffirm Fair Housing Resolution No. 2021 - 06 and Fair Housing Proclamation (ACTION ITEM) - Alisa Anderson

DESCRIPTION

As an Idaho Department of Commerce (IDOC), Idaho Community Development Block Grant (CDBG) Grantee, the City is required to follow practices and obligations to Affirmatively Further Fair Housing in Moscow. Affirmatively Furthering Fair Housing is based upon the federal Fair Housing Act. Congress passed The Fair Housing Act on April 11, 1968. The Act prohibits discrimination in all housing transactions on the basis of race, national origin, sex, color, religion, person with disabilities (handicap), and familial status (i.e., households with/without children). The Fair Housing Act also requires US Housing and Urban Development (HUD) to administer the CDBG program in a manner to affirmatively further fair housing (AFFH). Therefore, CDBG Grantees, such as the City of Moscow, are required to certify that they will Affirmatively Further Fair Housing (AFFH) and promote wider housing opportunities for all persons while maintaining a nondiscriminatory environment in all aspects of the public and private housing markets.

As a Grantee receiving CDBG funding, the City must certify they will take actions to Affirmatively Further Fair Housing. To comply with this certification, the City, at a minimum, must complete the following five steps: Step 1 - Designate a Fair Housing Resource Person, which is currently Aimee Hennrich from the Community Development Department, who is also the staff liaison to the City's Fair and Affordable Housing Commission. Step 2 – Approval and publication of a Fair Housing Resolution at least one year prior to the CDBG contract execution with IDOC. Step 3 - Complete the Fair Housing Assessment Form answering questions regarding possible impediments to fair housing, identifying the impediments, and establishing an action plan to overcome or mitigate the impediment or its affects. The City prepares and updates on a regular basis an "Analysis of Impediments to Fair Housing and Fair Housing Action Plan." Step 4 – Proclaim April as Fair Housing Month through a Fair Housing Proclamation, also on the Agenda for this meeting. Step 5 – Display Fair Housing information to include Equal Housing Opportunities Posters (both English and Spanish version) and Good Neighbors & Fair Housing = Strong Communities/ 211 Poster.

The attached Resolution has been prepared by the City Attorney and follows the guidelines outlined by the Idaho Department of Commerce. There have been no changes made to the Resolution which the City Council approved in 2021.

STAFF RECOMMENDATION

Recommend reaffirming Fair Housing Resolution No. 2021-06 and approval of the 2022 Fair Housing Proclamation.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend reaffirming Fair Housing Resolution No. 2021-06 and approval of the 2022 Fair Housing Proclamation; or take other action deemed appropriate.

FISCAL IMPACT

N/A

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. Resolution 2021-06 Fair Housing
2. Fair Housing Proclamation 2022

RESOLUTION NO. 2021 – 06

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENCOURAGE EQUAL OPPORTUNITY IN HOUSING FOR ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, GENDER, NATIONAL ORIGIN, DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION AND/OR GENDER IDENTITY/EXPRESSION; PROVIDING THIS RESOLUTION TO REPLACE RESOLUTION NO. 2020-08 AND BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, advertising, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law); and

WHEREAS, The Fair Housing Amendments Act of 1988 expands coverage to include persons with a handicapping condition and families with children; and

WHEREAS, City has determined that discrimination on the basis of sexual orientation and/or gender identity/expression shall also be prohibited pursuant to Moscow City Code Title 10, Chapter 19, in order to help ensure that all persons are afforded equal opportunities in housing; and

WHEREAS, it is the policy of the City of Moscow (hereinafter “City”) to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender, national origin, disability, familial status, sexual orientation, or gender identity/expression;

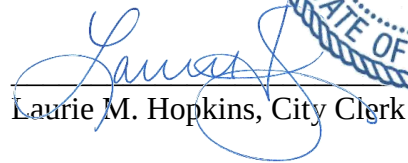
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

1. That, within available resources, City will assist all persons who believe they have been discriminated against because of race, color, religion, gender, national origin, disability, familial status, sexual orientation and/or gender identity/expression, to seek equity under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.
2. That City shall publicize this Resolution and through this publicity shall encourage owners of real estate, real estate brokers and sellers, rental owners, rental property manager, lenders, developers, builders, home buyers, and renters to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable State or Local laws or ordinances.

3. Said program will, at a minimum, include:
- a. publicizing this Resolution;
 - b. posting applicable fair housing information in prominent public areas;
 - c. providing fair housing information to the public;
 - d. preparing a fair housing assessment; and
 - e. declaring April as “Fair Housing Month”.

PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho, this 6th day of April, 2021.

ATTEST:


Laurie M. Hopkins, City Clerk




Bill Lambert, Mayor

FAIR HOUSING PROCLAMATION

WHEREAS, April 2022 marks the 54th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

WHEREAS, discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law), and the Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children; and

WHEREAS, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

WHEREAS, City has determined that discrimination on the basis of sexual orientation and/or

gender identity/expression shall be prohibited pursuant to Moscow City Code Title 10, Chapter 19, in order to help ensure that all persons are afforded equal opportunities in housing; and

WHEREAS, equal opportunity for all, regardless of race, color, religion, sex, disability, familial status, national origin, or sexual orientation and/or gender identity/expression is a fundamental goal of our city; and

WHEREAS, equal access to housing is an important component of this goal, as fundamental as the right to equal education and employment; and

WHEREAS, housing is a critical component of family and community health and stability; and

WHEREAS, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and

WHEREAS, the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and

WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights, and responsibilities; and

WHEREAS, the mission of the City's Fair and Affordable Housing Commission includes researching, analyzing, and recommending to the Mayor and Council ways in which the City may further fair housing practices; and

WHEREAS, among the duties of the Fair and Affordable Housing Commission are to review the City Code Analysis and Impediments to Fair Housing and Action Plan each year, and to recommend changes as it may deem necessary; and

WHEREAS, only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed.

NOW, THEREFORE, I, Arthur D. Bettge, Mayor for the City of Moscow, do hereby proclaim April 2022, to be

FAIR HOUSING MONTH

in the City of Moscow, and I urge all citizens to support programs and policies that prevent or eliminate discriminatory housing practices.



DATED this 4th of April, 2022

Arthur D. Bettge, Mayor

COMMITTEE STAFF REPORT

DATE: Monday, March 28, 2022



RESPONSIBLE STAFF

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

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

Grants and Finance Staff

AGENDA ITEM TITLE

Child Pedestrian Safety Grant Award (ACTION ITEM) - Nate Suhr / Alisa Anderson

DESCRIPTION

In 2021, the Local Highway Technical Assistance Council (LHTAC) announced a new round of grant funding under the Children Pedestrian Safety (CPS) Program, which is State Grant funding. This program requested shovel ready projects with a maximum award set at \$250,000. City staff identified the area around Moscow Middle School as an excellent candidate for the CPS grant and staff submitted an application in December 2021. The current scope of the project includes pedestrian improvements at the intersection of 'D' Street and Mountain View Road and the intersection of 'B' Street and Cleveland Street. The 'D' Street and Mountain View Road intersection will be modified to eliminate the left-turn lanes, reducing the maximum number of drivers that can be stopped at the intersection from eight to four. The goal of the modification is to reduce the number of lanes that students and crossing guards must monitor when attempting to cross the intersection. This configuration will provide a similar lane setup as the current pilot program, but rather than placing islands in the center of the road, this new project will reduce the number of lanes by extending the curb towards the center lane. This will provide more area behind the walk for pedestrians while reducing the visual clutter and congestion at the intersection.

The 'B' Street and Cleveland Street intersection is located at the south end of the pathway through Oylear Field and is a common alternative drop-off/pick-up location for Moscow Middle School students. The proposed improvements will extend the existing curb system to provide more area for drop-off/pick up without blocking the adjacent driveways or the intersection and will install a new spur for additional pedestrian safety. The reconstruction of this location will optimize the drop-off/pick up area and promote the use of an alternative location a short distance from the school entrance, resulting in less congestion on 'D' Street. To promote pedestrian use of this location, the asphalt portion of the unused street will be removed and a safe pedestrian waiting area will be created to further the use of the pedestrian pathway that extends along Cleveland Street from 'F' Street in the north to Sixth Street in the south.

On February 23, 2022, the City was notified our request ranked fifth out of 50 CPS applications and was recommended for approval. The attached LHTAC/Local Agreement outlines the conditions of the award, which is to submit a mid-project report by July 1, 2022 and to have the project completed with closeout documents submitted by December 9, 2022. The CPS program will provide \$250,000 grant funding with estimated total project costs not to exceed \$300,000. The additional funding of approximately \$50,000 will be expended from the Capital Projects Sidewalk Program budget.

STAFF RECOMMENDATION

Recommend approval to execute the LHTAC/Local Agreement - 2021 Children Pedestrian Safety (CPS) Program Mountain View Corridor, City of Moscow, CPS#5.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to execute the LHTAC/Local Agreement - 2021 Children Pedestrian Safety (CPS) Program Mountain View Corridor, City of Moscow, CPS#5; or provide staff further direction.

FISCAL IMPACT

There is no match required for the CPS Grant but the City would be responsible for any costs over \$250,000. The additional funding would be expended from the City's Sidewalk Program accumulation.

PERSONNEL IMPACT

The project will be administered, designed, and inspected by City of Moscow staff.

ATTACHMENTS

1. 2021 CPS LHTAC Local Agreement- City of Moscow
2. City of Moscow CPS Application 2021.FINAL

LHTAC/LOCAL AGREEMENT
2021 LOCAL CHILDREN PEDESTRIAN SAFETY (CPS) PROGRAM
MOUNTAIN VIEW CORRIDOR, CITY OF MOSCOW
CPS#5

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and **CITY OF MOSCOW**, acting by and through its Board or Council (Sponsor).

PURPOSE

LHTAC is administering the Children Pedestrian Safety (CPS) Program on behalf of both LHTAC and the Idaho Transportation Department (ITD) with state funds obligated from the Idaho Legislature. This program is intended to serve the cities, counties and highway districts. The Sponsor has requested to receive a grant award to complete construction of its sidewalk/pathway project. The purpose of this Agreement is to set out the terms and conditions to accomplish this Project.

Authority for this Agreement is established by Idaho Code 40-719.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary for Sponsor to construct the project as part of this Agreement.
2. State participation in the project is in the form of a grant for the amount of \$250,000. No match is required. Scheduled funding for this project is listed in the approved CPS Program rankings, and subsequent revisions.
3. If the project is terminated prior to completion, Sponsor shall repay to LHTAC all state funds received for the project.
4. The Sponsor acknowledges that eligible uses of funds are material purchases and hiring a contractor to perform work. Ineligible uses of funds include reimbursement of sponsor for agency work or salary cost including but not limited to design, construction or inspection related activities. Other ineligible uses of funds include engineering fees of any kind, equipment fees, project costs prior to agreement execution, project match,

education and outreach.

5. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

SECTION II. LHTAC shall:

1. Provide the following services incidental to Project development:
 - a. Provide support to the Sponsor on project bidding, procurement processes, general questions, and other technical assistance.
 - b. Provide approved funding to Sponsor upon receipt of agreement.
 - a. Complete final acceptance of each Project based on Sponsor documentation and physical observation.
2. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
3. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated prior to completion.
4. Cancel the Agreement should Sponsor not be able to provide an acceptable mid project update by **July 1, 2022** and request Sponsor to return the funds, unless a written extension has been granted by LHTAC.

SECTION III. Sponsor shall:

1. Sponsor warrants that it will repay any state funds on this project if Project is terminated prior to completion. The Sponsor also warrants that it will repay all state funds if an acceptable mid project update is not provided to LHTAC by **July 1, 2022** unless an extension has been granted by LHTAC.
2. Provide LHTAC with a mid-project report by **July 1, 2022**.
3. Provide LHTAC with before and after pictures upon completion of the project.

4. Bid and award the project following state procurement rules if applicable.
5. Complete Project and provide Project Closeout Form and financial records to LHTAC by December 9, 2022.
6. Comply with all other applicable Federal and State statutes and regulations.
7. Sponsor agrees that failure to deliver any of the specified items listed above may result in the program award being rescinded.
8. Any excess funds that cannot be used on eligible expenses shall be returned to LHTAC for the CPS Program.

EXECUTION

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed representative, attested to by its Clerk.

LHTAC

Administrator

ATTEST:

CITY OF MOSCOW

Clerk

Representative

Children Pedestrian Safety Program: 2021 Application

Idaho Cities, Counties, and Highway Districts

Submittal Deadline: December 16, 2021, 4:00 p.m. MST



Local Highway Technical Assistance Council

3330 Grace Street

Boise, Idaho 83703

208-344-0565

Fax 208-344-0789

www.lhtac.org

INCLUDED IN THIS PACKET

1. [APPLICATION INFORMATION](#)

1.1 [Program Background](#)

2. [PROGRAM GUIDANCE](#)

2.1 [Program Guidance for 2021](#)

3. [APPLICATION](#)

3.1 [Application Questions](#)

3.2 [Program Agreement Form](#)

4. [SCORING](#)

4.1 [Suggested Scoring](#)

1. APPLICATION INFORMATION

1.1 PROGRAM BACKGROUND

During Governor Little's 2021 State of the State address he requested one time funding for bicycle and pedestrian projects, herein called Children Pedestrian Safety. House Bill 308 provided one time money for Children Pedestrian Safety Program projects in the amount of \$2M. The Local Highway Technical Assistance Council (LHTAC) will administer the Children Pedestrian Safety Program. Eligible projects must be related to maintenance, and address safety and mobility.

Similar to the Local Strategic Initiatives program the project should be "shovel ready" and construction must be completed by late fall/early winter 2021.

ELIGIBLE PROJECTS:

Projects should be "bid ready" within 90 days of award. The bicycle and pedestrian projects must still be considered maintenance. This includes but is not limited to;

- paths/sidewalks along or adjacent to an existing roadway
- connecting sidewalks/paths between two terminal points
- ADA ramps
- pedestrian crossing facilities across an existing roadway including signing and/or signalization
- paving an existing pathway

APPLICATION:

The application for the Children Pedestrian Safety Program is included in this package, and can be found on the LHTAC website, www.LHTAC.org, under the Programs Heading. The submittal package consists of the application sheet, the signed program agreement and a schedule to complete the project.

The application is due Thursday December 16 at 4:00 p.m. MST and should be submitted electronically to applications@lhtac.org. The applications will be scored by members of the Transportation Alternatives Program (TAP) Selection and Evaluation Committee. Applicants will be notified of award in March, with funds available shortly thereafter.

Limit one application per City, County, or Highway District.

FUNDING:

Funding for this program will be awarded as a grant, with a maximum of award of \$250k. The awarded agency is responsible for the administration of the project, and for completing the project within the timeframe given. The grant funds CANNOT be used for development services fees, project match, education/outreach, or to reimburse the local agency for any equipment or employee cost.

All expenditures of these funds must follow the Idaho Local Governments "Procurement and Public Works Contracting" guidelines available on the LHTAC website in the Children Pedestrian Safety section. Idaho Statutes for Public Works Contractors and Idaho Code for procurement must be followed. For additional information, please contact LHTAC at (208) 344-0565.

2. PROGRAM GUIDANCE

2.1 PROGRAM GUIDANCE FOR 2021

Statement of Purpose: To share guidelines for the new program addressing Children Pedestrian Safety per House Bill 308.

Team: Idaho Local Highway Technical Assistance Council

Proposed guidelines and/or rules:

Basic Structure:

- Application available by September 20, 2021
- Application due Thursday December 16, 2021
- Projects should be “bid ready” within 90 days of award, approximately June 16th, 2022
- Project completed by December 9, 2022
- City, County, or Highway District required to submit a signed agreement with terms of program
- Projects along state route will require concurrence from the ITD District, and include a maintenance agreement

Application:

- One joint (state and local) application process for the program
- Applications can be on the local system, state system, or both systems
- Limit of one application per City, County, or Highway District

Scoring:

- Transportation Alternatives Program (TAP) Selection and Evaluation Committee to score applications
- LHTAC staff to provide project recommendations to the LHTAC Council

Funding:

- Fund up to \$2M in projects
- Funding anticipated in early spring 2022
- Maximum award of \$250K
- Provided as a “grant” for project awarded
- Unused funds to be returned
- No match required however local is responsible for project administration
- Local can contribute in-kind services to stretch limits of the project

Eligible use of funds:

- Purchase material (state procurement rules must be followed)
- Hire contractor to perform work (state procurement rules must be followed)
- CANNOT be used for salaries, equipment fees, or to reimburse sponsor agency for any work
- CANNOT be used for other project match, education, or outreach
- CANNOT be used for project development services or fees

Eligibility:

- Must be local agency to receive funds
- Must be “maintenance” of existing pedestrian facility or adjacent to an existing roadway
- Failure to complete project or comply with terms could jeopardize the opportunity for future funds

3. APPLICATION

3.1 APPLICATION QUESTIONS

Project Title: City of Moscow - Children Pedestrian Safety
City, County, or Highway District Name: City of Moscow
Mailing Address (This can be a PO Box): P.O. Box 9203
Physical address (we cannot send checks FedEx to a PO Box): 504 South Washington Street

*Contact Name: Alisa Anderson, Grants Manager

Phone: Desk: 208.883.7600, Cell: 208.596.8242

Email: aanderson@ci.moscow.id.us

*Please list the person from your agency we should call if we have any questions on this project application.

Amount Requesting: \$250,000

Total Amount of Project: \$283,700

Amount and source of other funds: \$33,700 City of Moscow Capital Improvement Funds

Include a copy of the project **Schedule**. See attached Appendix 4

Include a copy of the **Program Agreement and Maintenance Agreement if applicable**. Not applicable

Please provide the following supportive information in the order listed below. See attached narrative

1. How does your project provide direct impact to children pedestrians? (limit ½ page)
2. How does your project address safety? Do you have evidence or data to support your answer? (limit 1 page)
3. How does your project address mobility? Does it tie into an existing pedestrian system and/or provide connectivity? Is it supported by a transportation and/or pedestrian plan? (limit ½ page)
4. Do you own the right-of-way or easements for your project? If not, do you have commitment letters and/or agreements to ensure the right-of-way or easements can be acquired timely for assurance that the project can be completed within the specified time frame?
5. Do you have support from your community and/or neighboring agencies? Limit 5 pages (can be letters, emails, etc.).
6. Do you have letters of commitment from other partners to perform work or donate services/material to complete the project (beyond project funds)?

3.2 PROGRAM AGREEMENT FORM

Please complete the form and have a signing authority sign the bottom of the form.
Return this form with your completed application.

City, County or Highway District: City of Moscow

Signing Authority: Bill Lambert

Position: Mayor

Project Name: City of Moscow - Children Pedestrian Safety - Grant Request

Receiving this grant requires the City, County, or Highway District agrees to the following program requirements;

- Receive concurrence from ITD if the project is in the state right-of-way or along a state route (provide verification with your application).
- Pay for and/or complete project design and plans.
- Provide LHTAC with a construction schedule before construction begins.
- Prepare mid-project update to LHTAC by September 9, 2022.
- Follow State Procurement Rules for advertising, bidding and award of contracts.
- Provide accounting, before and after pictures and close-out summary form upon project completion.
- Complete project construction by December 6, 2022.

ACKNOWLEDGED BY

Bill Lambert

SIGNATURE

4. SCORING

4.1 SUGGESTED SCORING

1. Children; 20 pts
 - a. If project primarily impacts children; 16-20 pts
 - b. Equal number of children and other users; 8-15 pts
 - c. Primarily other recreational users; 1-7 pts
2. Safety; 20 pts
 - a. If answer includes hard data (crashes, reported near misses, skid marks etc) and does an excellent job of explaining safety impacts; 16-20 pts
 - b. If answer includes soft data, and excellent job of explaining safety impacts; 10-15 pts
 - c. If answer includes no data, and does an excellent job of explaining safety impacts; 3-9 pts
 - d. If answer does an adequate job of explaining safety impacts; 1-2 pts
3. Mobility; 20 pts

**** If project is supported by a transportation/pedestrian plan, add 1 pt to score below ****

 - a. If project is connecting existing pedestrian system; 16-19 pts
 - b. If project is providing connectivity between destinations/locations or improving existing facilities; 12-15 pts
 - c. If project enhances mobility at a crossing; 8-11 pts
 - d. ADA Ramps and/or other projects; 1-7 pts
4. R/W or easements; 10 pts
 - a. If no R/W is needed (own property, have executed agreements, etc); 10 pts
 - b. If agency has letters of commitments; 4-8 pts
 - c. R/W needs to be acquired; 1-3 pts
5. Support; 10 pts
 - a. Unique, diverse, and excellent letters or statement of support; 8-10 pts
 - b. Form letters or non-diverse letters of support; 4-7 pts
 - c. Poor community support; 1-3 pts
6. Partners; 5 pts
 - a. Various commitments, letters, services, etc; 1-5 pts

City of Moscow - Children Pedestrian Safety Grant

Mountain View Corridor

1. How does your project provide direct impact to children pedestrians? (limit ½ page)

The Mountain View Road corridor from 'B' Street to 'F' Street and the 'D' Street corridor from Hayes Street to Eisenhower Street combine to transport a significant portion of the Moscow School District (MSD) student traffic. Within one mile of the proposed CPS Project there are five schools including: Moscow Middle School, Lena Whitmore Elementary School, A.B. McDonald Elementary School, Moscow Charter School (K-8th Grade), and Saint Mary's School (K-8th Grade Private School). All of these schools use similar travel routes and student drop-off areas. These schools combined serve approximately 1,500 students which represents 55% of the entire MSD population and 78% of the K-8th grade students. Many of the students using these corridors are walking or biking to school for their first time and it is especially important to have a comprehensive and intuitive pedestrian route for them to travel. All of the proposed project area is within the current Safe Routes to School (SR2S) recommended walking and biking routes as shown in Appendix 1; therefore, it is extremely important these safety improvements be constructed as soon as possible. If awarded funds for the proposed project, the City of Moscow (City) will coordinate with the local SR2S Coordinators and the MSD to add the Cleveland Street and 'B' Street intersection to the recommended alternate drop-off locations.

The high percentage of the MSD student population traveling in the proposed project area generates a significant vehicular traffic load on the streets surrounding these schools. Both Mountain View Road and 'D' Street are moderately traveled throughout the day with Mountain View Road, experiencing a weekday ADT of 5,600 vehicles south of 'D' Street, and 4,200 north of 'D' Street; and 'D' Street, which has a weekday ADT of 4,500. However, both roads experience an extremely high peak traffic at 8 AM (drop-off) and 3 PM (pick-up) for a typical weekday traffic volume count 30% of the traffic for entire day travels in the four hours surrounding pick-up and drop-off times (7-8AM, 3-4PM). This peak traffic tends to concentrate at the intersections where student pedestrians are also attempting to cross on foot or on bicycles which creates an unsafe barrier to the pedestrian travel route. This has shown to be particularly acute at the Mountain View Road and 'D' Street intersection where the MSD attempted to alleviate the safety issue by assigning crossing guards; however, aggressive drivers were not acknowledging their guidance and they struggled to keep motorists compliant despite multiple enforcement campaigns from the Moscow Police Department throughout the year. The proposed project would have a direct impact in simplifying the intersection by reducing the number of conflict points for pedestrians. To examine the impact of these improvements the City, in coordination with MSD and the SR2S Team temporarily removed the turn lanes on all four legs of the intersection in September 2021. This reduced the number of available lanes and made it easier for the students and Crossing Guards to identify which vehicle has the right-of-way and allowed for more efficient pedestrian crossings. This has resulted in increased driver compliance to the Crossing Guard's direction. This proposed project would make the lane reduction at this intersection permanent through the installation of curb extensions.

2. How does your project address safety? Do you have evidence or data to support your answer? (limit 1 page)

To quantify the safety benefits that will be provided by the proposed project; City staff examined two different areas to provide additional safety analysis. The first is the Mountain View Road and 'D' Street intersection. The second was a six by six block area surrounding the Moscow Middle School which was identified as a good coverage area as it would encompass most of the available vehicular drop-off routes for the five schools in the area. Crash data was obtained from the ITD/LHTAC online database which includes reported accidents from the past five years. The City also had multiple discussions with MSD and SR2S personnel who were serving as Crossing Guards for the intersection. These discussions contained regular reports of low Crossing Guard compliance by motorists and many near misses were reported as a result of aggressive turning movements or confusion at the intersection. The primary goal of the analysis was to look for ways to enhance safety for the pedestrians that are travelling to and from the schools in the area and the secondary goal was to look for patterns in the area crash data to determine if there were additional infrastructure treatments that could be implemented to improve safety for all users.

City of Moscow - Children Pedestrian Safety Grant

Mountain View Corridor

The data for the Mountain View Road and 'D' Street intersection showed that 50% of the crashes were a result of "Angle or Angle-Turning Movements" and in the larger area showed over 60% of the crashes were due to "Angle, Angle-Turning, or Head-On-Turning Movements." Additionally, the pedestrian crash in this area was a result of a "Failure to Yield." Based on these two results, City staff to conclude that reducing the number of lanes in the intersection would provide a positive net benefit by reducing the number of vehicles that are entering the intersection at any time and reducing the number of turning movements that drivers need to track as they navigate the corridor. Also, eliminating the left turn lanes will allow the installation of bicycle lanes (35% Crash Reduction Factor: Bicycles) on the 'D' Street leg of the intersection and will allow the installation of curb extensions on four legs of the intersection (25% Crash Reduction Factor: Pedestrians).

City staff conducted further analysis of the crash data, Crossing Guard reports, and a review of the feasible safety treatments and concluded that developing attractive and safe alternate drop-off locations would provide the largest and most immediate impact on the congestion issue. Therefore, the proposed project is to improve the intersection of 'B' Street and Cleveland Street which is currently a road stub that dead-ends at MSD's Oylear Field used for multiple athletic events to include soccer for all ages. These improvement will create approximately 50 linear feet of additional curb to provide more area for student drop-off without blocking the adjacent driveways or intersections. This drop-off location will connect to an existing path that leads students to the 'D' Street corridor and the Moscow Middle School. Maps of the proposed improvements are collected in Appendix 2, project budget is attached in Appendix 3, and project schedule in Appendix 4.

Prior to learning about the CPS grant opportunity, a pilot study that removed the left turn lanes temporarily with tubular markers was installed at the Mountain View Road and 'D' Street intersection in September 2021. The feedback from the Crossing Guards indicate this change has increased driver compliance to include reduced instances of risky behavior such as motorists driving in the bike lane or oncoming lane to get into the turn lane faster, and a more efficient and safe crossing for students. The proposed project would make those temporary lane removals permanent by constructing curb extensions on all four corners of the intersection that would narrow the roadway width to approximately 37' from 46'. These extensions would allow for the installation of 10' sidewalks through the intersection and would also provide for the installation of bike lanes on 'D' Street where none currently exist.

3. How does your project address mobility? Does it tie into an existing pedestrian system and/or provide connectivity? Is it supported by a transportation and/or pedestrian plan? (limit ½ page)

This project improves mobility by addressing two of the major issues that face children pedestrians who are travelling the Mountain View Road and 'D' Street corridors. Both issues are related to vehicular congestion, during the drop-off and pick-up times at the intersection in its original configuration often has all eight lanes occupied simultaneously which created a busy, high conflict environment at the same time the students are walking or biking to school and traveling through a highly congested intersection. This combination results in a situation that is difficult to navigate for all users and has resulted in unsafe conditions and low motorist compliance to Crossing Guard direction resulting in regular reports of near misses with both vehicle-vehicle and vehicle-pedestrian collisions. This project would also provide improvements to a heavily used alternate drop-off location on a lower volume roadway ('B' Street ADT 550). After the completion of the proposed improvements the City will coordinate with both MSD and SR2S to develop a parent outreach program to promote alternate drop-off locations. Combining the improved drop off/pick up location with the permanent reduction of lanes from eight to four will greatly improve and simplify an intersection that is functionally a barrier for students walking or biking along the Mountain View and 'D' Street corridors.

City of Moscow - Children Pedestrian Safety Grant

Mountain View Corridor

This project is specifically supported in the City of Moscow Multimodal Transportation Plan in multiple areas: as a planned expansion of sidewalk and bicycle lanes, as a traffic calming feature in the near-term roadway project recommendations, and as a neighborhood greenway route. Excerpts from the applicable chapters have been provided in Appendix 5 for reference.

4. Do you own the right-of-way or easements for your project? If not, do you have commitment letters and/or agreements to ensure the right-of-way or easements can be acquired timely for assurance that the project can be completed within the specified time frame?

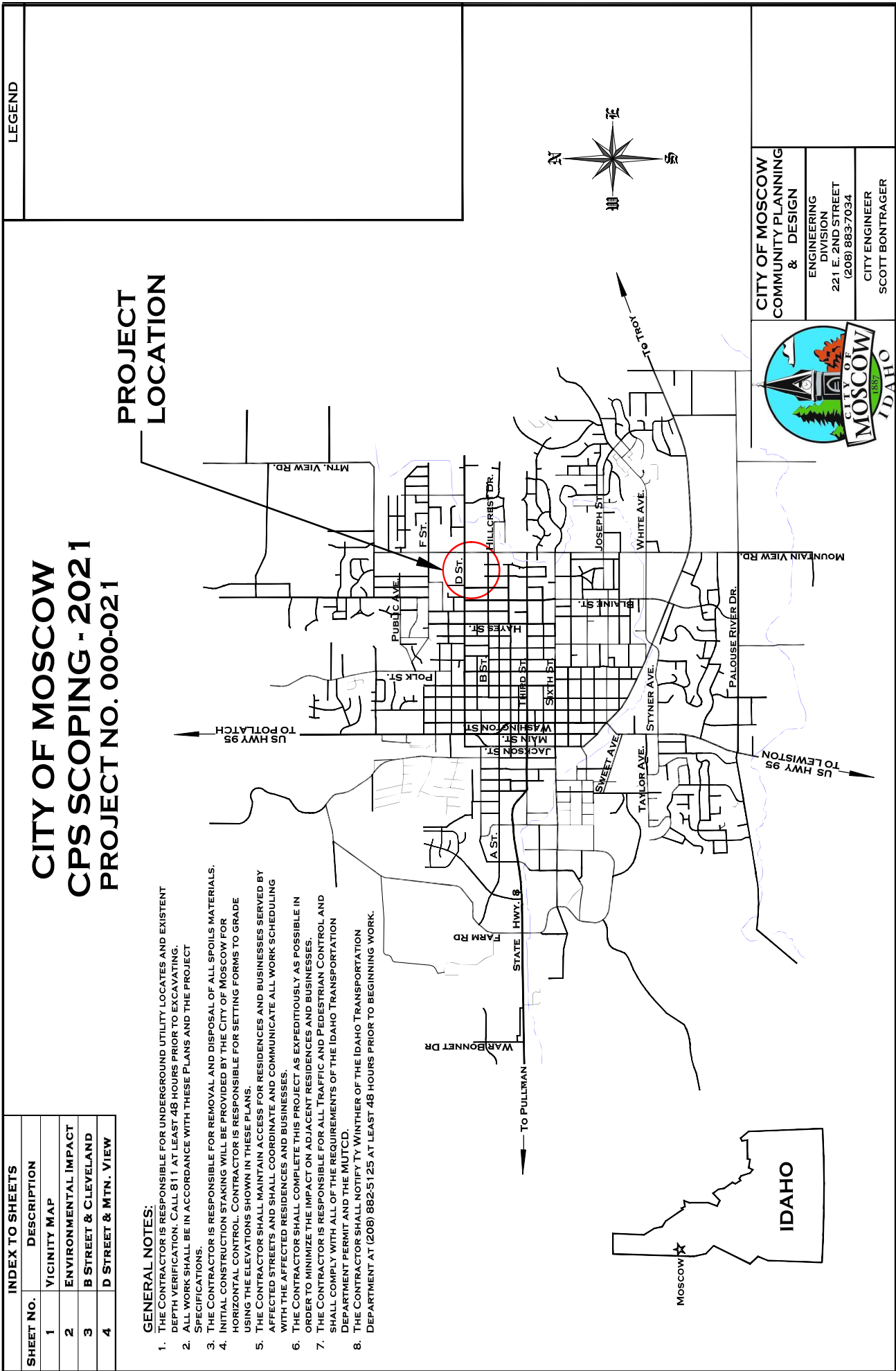
Yes, the City of Moscow owns all of the right-of-way and easements needed to complete the proposed project.

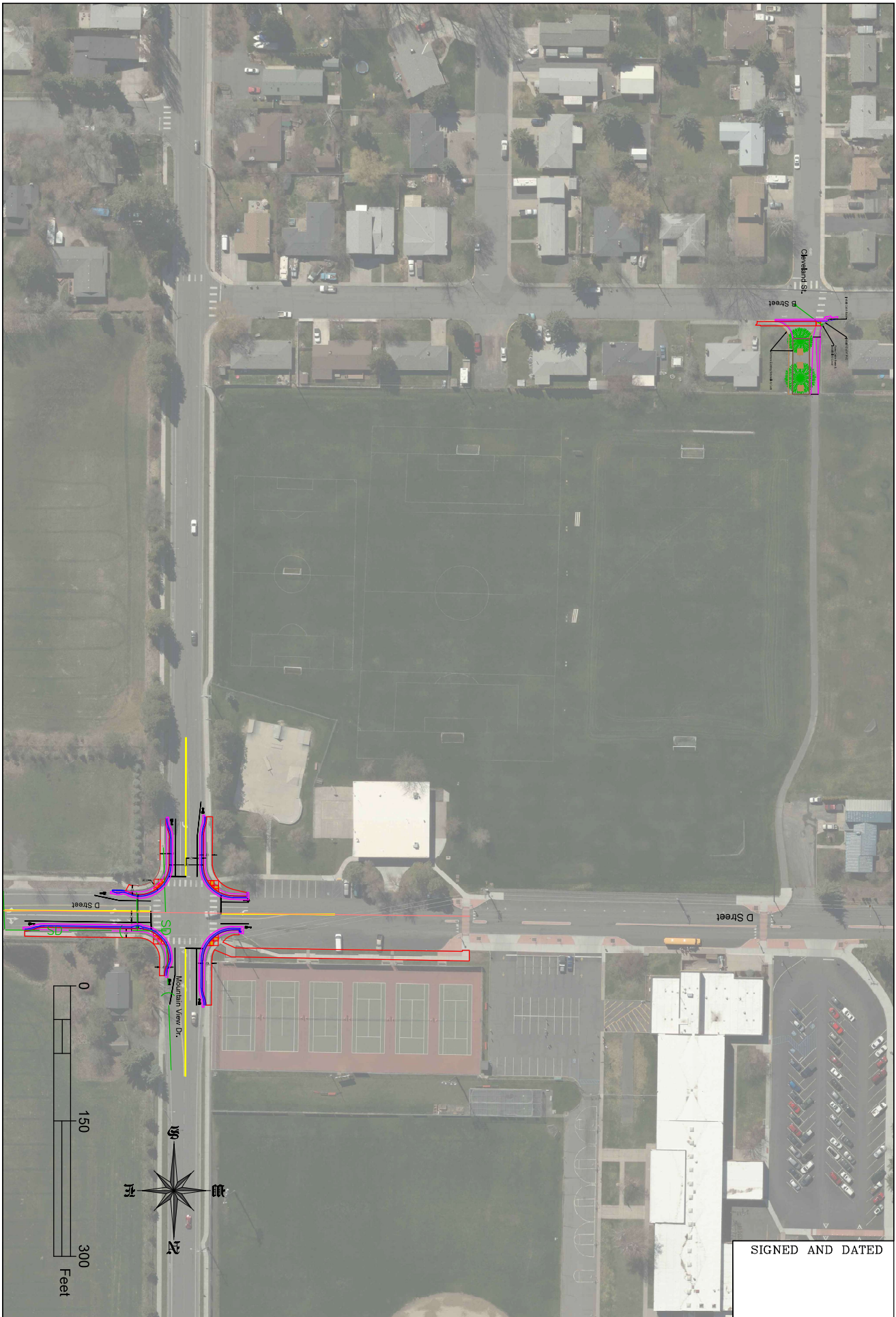
5. Do you have support from your community and/or neighboring agencies? Limit 5 pages (can be letters, emails, etc.)

Yes, see attached letters of support in Appendix 6.

6. Do you have letters of commitment from other partners to perform work or donate services/material to complete the project (beyond project funds)?

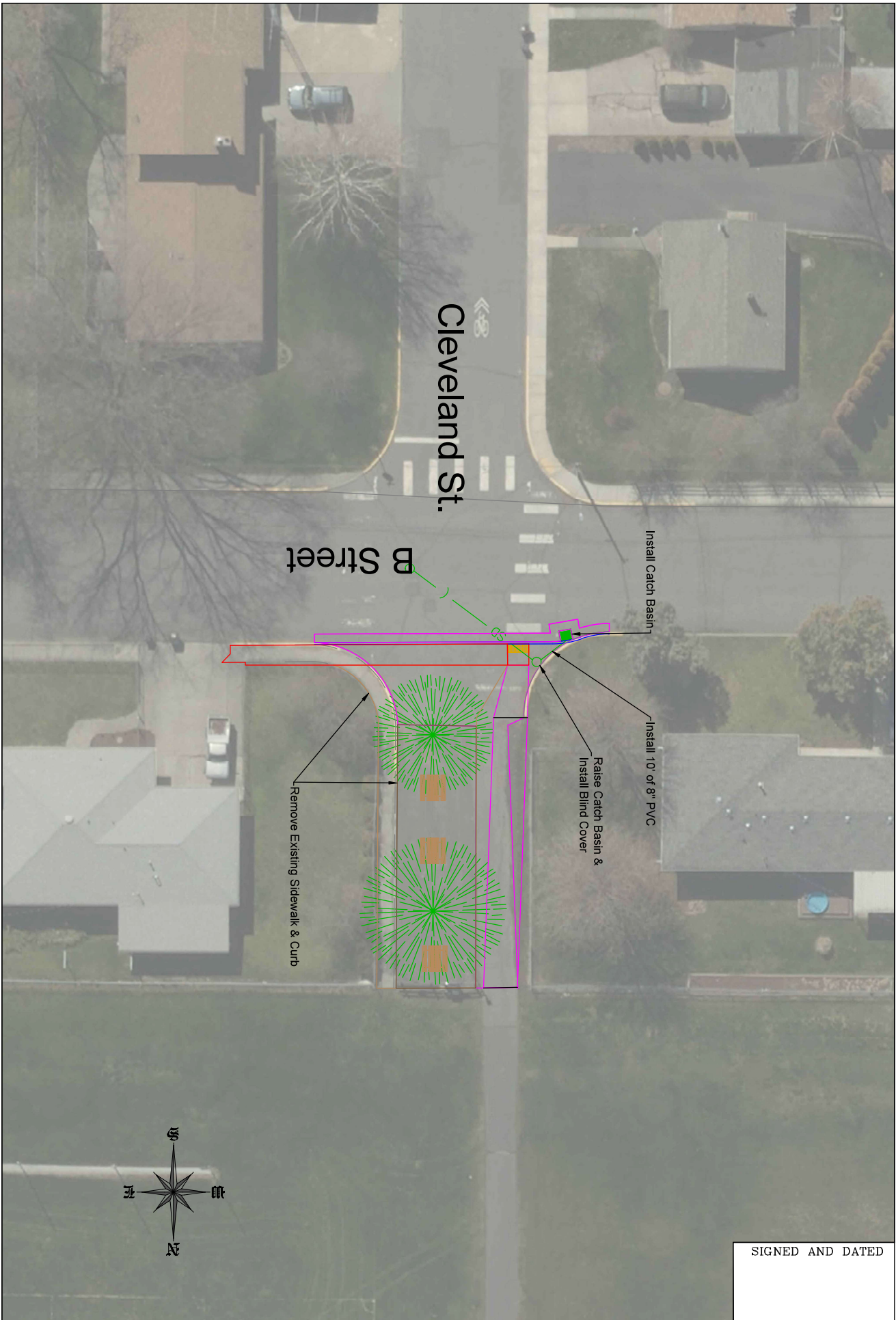
Yes, see attached letters of commitment from project partners in Appendix 7.





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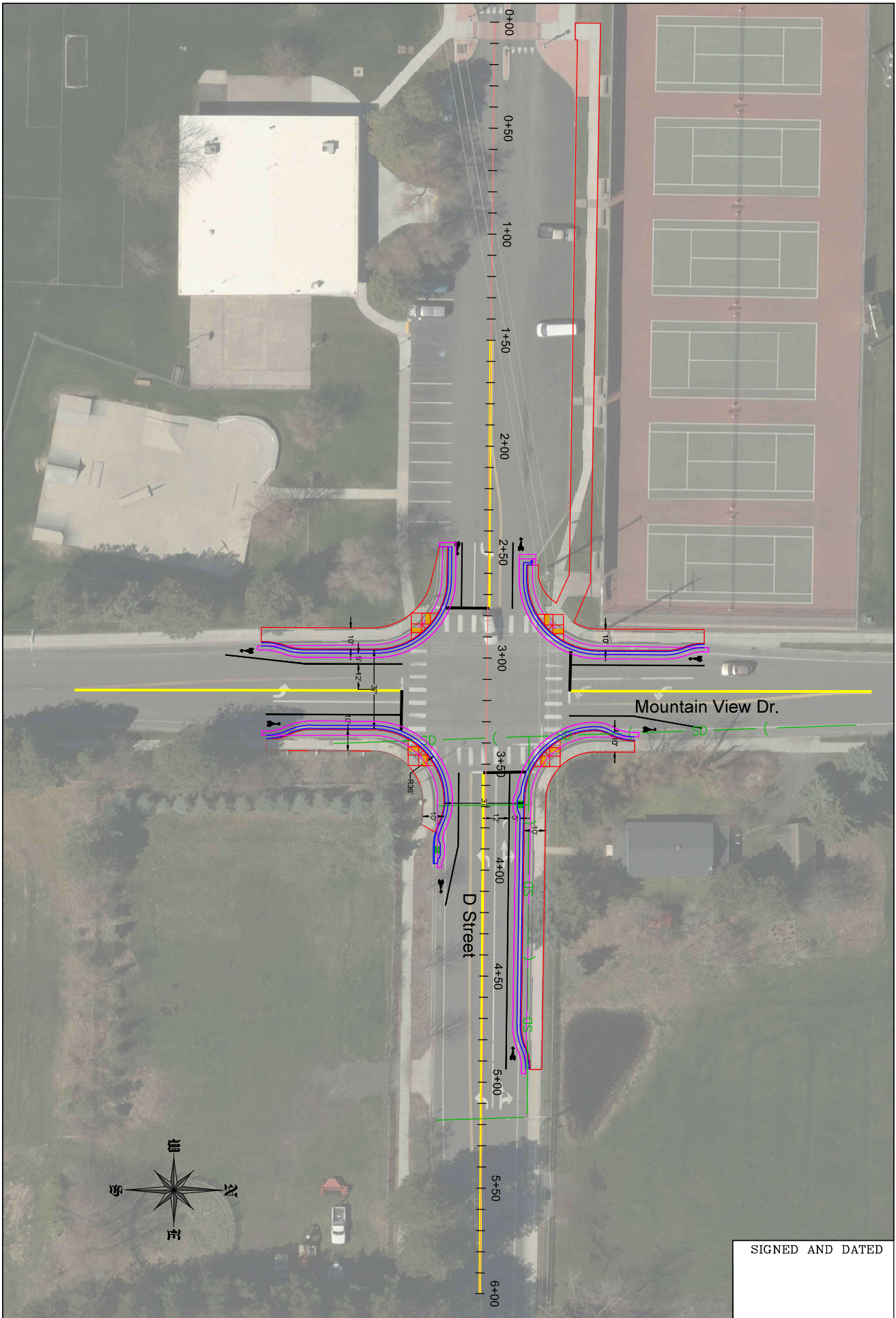
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ENGINEERING DIVISION
MOSCOW, IDAHO

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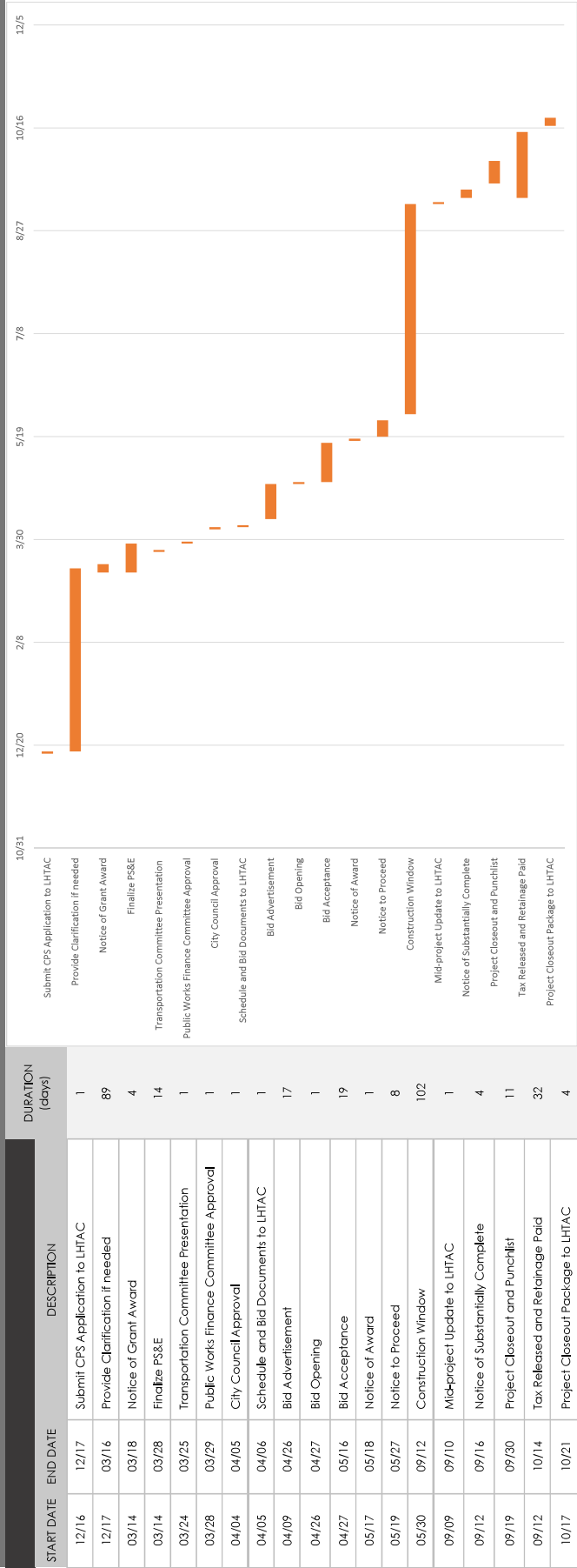
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Appendix 3: CPS Project Budget

Child Pedestrian Safety Budget					
Item No.	Item Description	QTY	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$23,000.00	\$23,000.00
2	Excavation	45	CY	\$42.00	\$1,890.00
3a	Remove / Dispose of Bituminous Surface	548	SY	\$20.00	\$10,960.00
3b	Remove / Dispose of Concrete Sidewalk	501	SY	\$30.00	\$15,030.00
3c	Remove / Dispose of Concrete Curb Type A	125	LF	\$19.00	\$2,375.00
3d	Remove / Dispose of Curb & Gutter	537	LF	\$30.00	\$16,110.00
4	Install Drainage Structure	3	EA	\$3,500.00	\$10,500.00
5	Concrete Curb Type "A"	70	LF	\$35.00	\$2,450.00
6	Concrete Curb and Gutter Type "B"	572	LF	\$60.00	\$34,320.00
7	Concrete Sidewalk	847	SY	\$65.00	\$55,055.00
8	Concrete Pedestrian Curb Ramp	45	SY	\$250.00	\$11,250.00
9	Cast Iron Truncated Domes	90	SF	\$90.00	\$8,100.00
10	Tubular Marker	8	EA	\$125.00	\$1,000.00
11	Hot Mix Asphalt Patching	46	TON	\$250.00	\$11,525.00
12	Inlet Protection	10	EA	\$500.00	\$5,000.00
13	8-Inch PVC Storm Sewer Pipe	35	LF	\$125.00	\$4,375.00
14	Connect to Existing Structure	2	EA	\$1,300.00	\$2,600.00
15	Relocate Hydrant	1	EA	\$4,000.00	\$4,000.00
16	Adjust Water Valve	1	EA	\$300.00	\$300.00
17	Adjust Manhole	1	EA	\$650.00	\$650.00
18	Line Painting	1876	LF	\$1.15	\$2,157.40
19	Bike Lane Symbols	8	EA	\$750.00	\$6,000.00
20	Thermoplastic Stop Bar	132	SF	\$21.00	\$2,772.00
21	Obliterate Line Markings	1017	SF	\$2.00	\$2,034.00
22	Remove and Reset Signs	1	EA	\$400.00	\$400.00
23	Traffic Control	1	LS	\$19,500.00	\$19,500.00
24	Avista Participation	1	LS	\$4,500.00	\$4,500.00
Subtotal					\$257,853.40
Construction Contingency 10%					\$25,785.34
TOTAL					\$283,638.74

Appendix 4: CPS Project Schedule

Child Pedestrian Safety Grant Application





Moscow is located near several regional centers including Pullman, Washington (situated eight miles to the west), Lewiston, Idaho (located 32 miles to the south), and Spokane, Washington (roughly 80 miles to the north). The most populous city and the county seat of Latah County, Moscow is also home to the University of Idaho, which is the city's largest employer. As part of the Palouse Knowledge Corridor, Moscow and the University are leveraging the community's intellectual and creative assets to house new and growing industries, attract a diverse residential population, and grow and diversify its economy.

As home to the University of Idaho and an active and engaged citizenry, Moscow hosts a variety of community, cultural, and art events including a thriving Farmers Market, Moscow Art Walk, and Rendezvous in the Park events.

ACTIVITY CENTERS AND LAND USE CHARACTER

Downtown Moscow (and areas immediately north of the center), Eastside Marketplace, and strip commercial on the eastern and western reaches of SH-8 serve as the city's key commercial nodes. The University of Idaho is located directly to the southwest of Moscow's downtown and is the city's largest employer. The University is bordered by SH-8 and US-95 and can be accessed via Taylor Avenue, Sweet Avenue, College Street, Line Street, Sixth Street, Stadium Way, Perimeter Drive, Old Pullman Road, and the Paradise Path.

The K-12 schools serving Moscow include J. Russell Elementary, Lena Whitmore Elementary, West Park Elementary, A.B. McDonald Elementary, St Mary's School, Logos School, Moscow Middle School, Moscow Charter School, Palouse Prairie Charter School, White Pine Montessori, Paradise Creek Regional Alternative School, and Moscow Senior High.

Medical facilities in Moscow are clustered in the downtown area around the Gritman Medical Center, although several have moved to West A Street, making multi-modal access more difficult. Social services and nonprofits, including the United Way, Community Action Agency, Success by Six Cares Center, Opportunities Unlimited, and Inclusion North, are located in the core downtown area. The Health & Welfare Department and Latah County WIC Program are located further out, on the Troy Highway (SH-8) and East Palouse River Drive.

Senior housing and assisted living facilities are less centralized than other uses. These facilities tend to be located outside of downtown, in less dense areas north of East D Street, south of Styner Avenue, and east of South Mountain View Road. Key destinations and activity centers that create travel demand are shown in Figure 2-1.

Housing and residential form

Residential housing is the most prevalent land use in Moscow. Housing is generally low density in nature, with the exception of multifamily and student housing in the neighborhoods immediately north, south, and southeast of the University. Residential housing can range from traditional neighborhood development (like the grid neighborhoods immediately east of downtown), planned subdivisions east of Mountain View Road, higher density apartments in portions of Southeast and Southwest Moscow, and mobile home parks. Most pre-1950s housing development occurs on a grid street network. However, mid-century and more recent suburban style subdivision development has led to the construction of "loop and lollipop" style street networks—land use decisions that impact current travel behavior.

Because of urban expansion and changes to compact community form, car dependency has been instilled in many households. A sizable low-income population living along the North Polk Extension northeast of the downtown area is located outside of the area that receives transit service from SMART (Sustainable Moscow Area Regional Transit) Transit's West and East Routes. Similarly, areas east of Mountain View Road have limited access to transit. The lack of public transportation services, sidewalk connectivity, and bikeways may lead to higher rates of driving in these areas.

PLANNED TRANSPORTATION IMPROVEMENTS

Since 2006, the City has made major improvements to Moscow's transportation system, including road improvements, installation of sidewalks and bicycle lanes, and bus infrastructure improvements. As the federal transportation funding picture shifts, Moscow will need to develop new funding mechanisms and tap into a variety of different funding sources to implement planned improvements. Planned projects in Moscow that have received funding include:

Pedestrian improvements planned for 2013-2020

- Sidewalks and asphalt path improvements on D Street to improve walking routes to school
- Installation of new ADA compliant pedestrian ramps along SH-8 and US-95
- Sidewalk improvements at US-95 and Sweet Avenue North Main Street, and on Hatley Way
- Installation of sidewalks on west side of North Polk Street and south side of Public Avenue
- Improvements to the downtown streetscape including installation of vintage lighting, street trees, artwork, benches, and bicycle racks
- Additional pedestrian or ADA "hotspot" projects

Roadway improvements planned for 2013-2020

New roadway projects, or projects that increase capacity, encourage outward growth. Planned transportation improvements in Moscow aim to expand roadway capacity and improve signalized intersections on key roadways, including A Street and Mountain View Road, in future growth areas. Most roadway improvements include pedestrian improvements and bicycle facilities. Pedestrian-specific improvements are focused on downtown, the University campus, and along SH-8 and US-95 (part of an ITD ADA ramp program). Projects include:

- Reconstruction—including widening, curb, gutter, and sidewalk construction, and striping bike lanes—of several streets including A Street from Peterson Drive to Home Street, Mountain View Road from Fairgrounds to Sixth Street, including a potential roundabout at Sixth/Mountain View, and Mountain View Road from White Avenue to SH-8



The recent bus stop and sidewalk enhancement project was funded through the American Recovery and Reinvestment Act.

Image from Nelson\Nygaard

On-street bicycle routes and lanes

Moscow's Comprehensive Plan established a policy framework to expand the city's current on-street bicycle network, which is comprised of bicycle routes and bicycle lanes. Bicycle routes refer to streets where cyclists are mixed with auto traffic in the general vehicle travel lanes rather than operating in a separately marked lane. There are five bicycle route "groupings" in Moscow, all of which are located east of US95:

Eight Street/Lynn Avenue/Harold Street. This unsigned bicycle route offers access to residential neighborhoods surrounding the Eastside Marketplace. The route is commonly used as an alternative route to steeper route options to the north (especially Sixth Street).

Sixth Street / Main Street / Fifth Street / Jefferson Street / Third Street / Monroe Street / First Street. Situated centrally along Moscow's east-west center, this is the city's longest signed bicycle route providing direct routing to various destinations including downtown and East City Park. Main Street and Sixth Street in downtown are key bicycle route segments in the bicycle network, providing direct access to local businesses.

Nez Perce Street / Park Drive / Cleveland Street. This is a key north-south access route to Moscow Junior High with grid disconnections "fused" with neighborhood pathways. It also provides connections to the First Street and D Street bicycle route segments. This is a signed route.

Meadow Street. This short, unsigned north-south route segment connects two opposing cul-de-sacs to the Joseph Street bike lanes. It also links into a neighborhood pathway through Heron's Hideout on the route's south side, which connects into

Mountain View Road immediately north of White Avenue. The Meadow Street bike route also connects to the Brink Park trail.

Travois Way. This short east-west route segment offers a low speed connection to the Paradise Path. The route includes no formal markings or signage indicating its' bicycle route designation.

Bike lanes are the most visible means of encouraging cycling on-street in Moscow, and they are relatively easy and inexpensive to implement by restriping existing roadways with underutilized street widths. Marking bicycle lanes on roadways defines a dedicated space for bicycles only and increases motor vehicle awareness of bicyclists in the roadway. Bike lanes in Moscow include:

Sixth Street from Line Street to Main Street. This is a vital on-street connection between the University and downtown Moscow. Between Line Street and Deakin Street, the bike lane is only available in the eastbound direction, supplemented by the Paradise Path to the north which runs parallel to Sixth Street from Deakin Street to Urquhart Street.

Styner Avenue from US95 to Troy Highway/SH8. The bike lanes on Styner Avenue are critical connections between the University of Idaho, Eastside Marketplace, and Moscow's southeastern neighborhoods. This route has a moderate grade that is manageable for most bicyclists.

Sweet Avenue from Deakin Street to US95. Supplemented with a raised landscaped median, this bike lane serves as a key bicycle portal into the University of Idaho.

Pullman Road/SH8 from the Stateline to Line Street. This arterial bikeway is considered a high stress bikeway because of the speed and volume of traffic as well as the amount of freight traffic on the corridor. The

Bill Chipman Palouse Trail and the Paradise Path offer a more attractive route option for those seeking a more comfortable ride.

Mountain View Road from Sixth Street to roughly 500 feet north of F Street. This bike lane provides access to Moscow Junior High School, Eggan Youth Center, and the Hamilton-Lowe Aquatics Center. Bicycling conditions on Mountain View Road can be uncomfortable because of the relatively high speed of traffic along certain portions of Mountain View Road.

D Street from Mountain View to Eisenhower Street at AB McDonald Elementary School. The D Street bike lane provides school access to AB MacDonald Elementary School. It is also an important connection between the path behind the Good Samaritan Village retirement community and Mountain View Road.

US-95 from Sweet Avenue to Palouse River Drive. This bike lane provides access to the University and Eastside Marketplace via bike lanes on Sweet Avenue and Styner Avenue, respectively. High traffic speeds and high truck traffic volumes create

high stress bicycling conditions for most bicyclists.

Troy Highway from Adams Street to Mountain View Road. ITD's recent reconstruction of Troy Highway west of Mountain View Road included bike lanes. Although this bike lane offers a direct east-west connection between Mountain View Road and north-south local streets that provide access to downtown, bike lane gaps east of Mountain View and west of Adams Street do not provide a direct downtown connection from the east.

The on-street bicycle facilities described above offer bicyclists a dedicated space to access key destinations throughout the city. The city's existing foundation of bicycle lanes and routes is the baseline for making improvements and expanding the network to serve more people. Moscow's Transportation Commission is currently working to identify future bicycle lanes and low traffic, low speed neighborhood bicycle streets called neighborhood greenways. These efforts will be evaluated and considered as a potential recommendation for *Moscow on the Move's* active transportation strategy.



At five feet wide, the Sixth Street bike lane is relatively well designed. However, high parking turnover increases the chances of open door, or "dooring", hazards.

Image from Nelson\Nygaard

Figure 5-2 Facility Variety Benefits

Issue/Challenge Addressed	Benefits/Improvements
Rethinking Auto-Centric Street Design	Using the Active Transportation Toolkit (Appendix B) and the updated Street Standards, Moscow should explore the opportunity to modify the cross-sections of certain existing roads (within the curb-to-curb width), as well as roadways programmed for improvements (including right-of-way acquisition) to provide bicycle facilities. Identified roads include: ▪ White Avenue (west of Mountain View Road) ▪ Line Street ▪ Farm Road ▪ Jackson Street/Washington Street couplet Conversion of underutilized roadways can enhance vehicular safety and provide an opportunity to add on-street bicycle lanes/buffered bicycle lanes.
Overcoming Topography	Pedestrians and cyclists alike select their route based on topography. As such, identifying a connected network of Neighborhood Greenways to provide low-traffic, low-stress routes for bicyclists and pedestrians that follow the topographic lines will provide routes that have easier grades and encourage active transportation in Moscow. Identified roads include: ▪ Lynn Avenue /Monroe Street /Lincoln Street ▪ Park Drive/Cleveland Street ▪ E Street ▪ Second Street/Van Buren Street/B Street The City should implement a pilot neighborhood greenway to familiarize citizens to the design features and benefits of this type of bicycle and pedestrian improvement. The pilot project can include lower cost, temporary installations before investing in more costly permanent traffic calming features. In addition, some of the trail connections throughout town are stairways, and the opportunity to retrofit the stairways with runnels or wheel gutters wherever feasible should be explored. Runnels are wheel channels installed on the side of stairways to facilitate carrying a bicycle up or down stairs.
Expanding Connections and Sidewalk Coverage	Providing a variety of facilities will help Moscow fill in gaps in the existing bicycle network. See the recommended network map for all proposed facilities and how they form a connected network. The City of Moscow has worked consistently over the last several years to implement the Mobility Task Force's 2010 recommendations for priority sidewalk segments. Additional recommendations on addressing the priority sidewalk infill needs are addressed further in the next section.
Facilitating Downtown Access/Commercial Center Access	Providing safe bicycle access through a variety of facility types – bike lanes, sharrows, neighborhood greenways, and the path system – will allow bicyclists of all abilities to ride to and from downtown and other commercial and activity centers on a facility they are comfortable riding on.
Expanding Bikeways with City Expansion	As the City of Moscow expands, the bikeway network must expand with it. As a general matter of policy, new street connections that are to be classified as collector and arterial roadways—or that will effectively serve a function of thoroughfare connection, regardless of their classification—should be equipped with on-street bicycle lanes. These roads include: ▪ Mountain View Road ▪ Palouse River Drive ▪ D Street ▪ F Street ▪ Third Street

RECOMMENDED ACTIONS FOR MOSCOW



Action AT1. Utilize the Active Transportation Toolkit to develop a variety of facilities useable by people of all ages and abilities.

Action AT2. Retrofit existing stairway connections with wheel channels to facilitate moving bikes up and down stairways.

Action AT3. Expand the bicycle network as the city's collector and arterial street network expands.



Sidewalk Infill/Completion Policy



The Sidewalk Infill Program places emphasis on completing sidewalk gaps along major pedestrian routes and near major pedestrian destinations. Completing some sidewalk links can be challenging, especially in older residential areas where residents have developed fencing and landscaping within the public right-of-way and may consider those areas to be part of their property. In addition, some residents may not want traditional sidewalks due to the look of their neighborhoods and potential impacts to mature landscaping and trees. *Regardless, the public right-of-way that is generally located on either side of the paved driving and parking area is intended for walking, whether or not a sidewalk currently exists.*

The primary method for sidewalk development in new development or redevelopment is through requiring the property developer to provide sidewalks that conform to the municipal code. Because the Americans with Disabilities Act (ADA) requires non-single family development to address accessibility needs, there is particular precedent for requiring properly-constructed sidewalk infill when a property is improved. While developer requirements are an important mechanism for constructing sidewalks, this mechanism alone is generally inadequate for addressing sidewalk infill needs, as there is no correlation between important gaps in the sidewalk network and the likelihood of a property redeveloping. Most communities will find that additional measures will be needed that allow for greater control over where and how sidewalk infill happens.

It is important to note that a pedestrian environment that is strategically built to be accessible for people with disabilities is also more accessible for all other users. Curb ramps, for instance, can accommodate strollers, shopping carts, and dollies for the movement of goods. Accessible intersection crossings can increase safety for people regardless of ability. In recognition of this, the City’s philosophical approach is to create pedestrian environments that are attractive, functional, and accessible to all people.



Asbury Street is a key university access route for students, faculty, and staff, but offers no sidewalks and limited separation from traffic.
Image from Nelson\Nygaard

Expanding Moscow’s Sidewalk Network

In Moscow today, a large number of gaps in the sidewalk network present a challenge for pedestrians traveling to destinations within the city, including transit users trying to access SMART Transit and those with mobility or visual impairments. The City should continuing the existing Sidewalk Infill Program with updated investment criteria based on the Mobility Task Force’s recommendations (see Action AT12).

Figure 5-9 Sidewalk Infill/Completion Benefits

Issue/Challenge Addressed	Benefits/Improvements
Expand Direct Connections and Sidewalk Coverage	Moscow should continue its existing Sidewalk Infill Program, whereby City staff periodically inventory the street network to identify sidewalk gaps and develop strategies, project prioritization criteria, and funding sources for completing these gaps. This Active Transportation Strategy also includes additional input on sidewalk gap prioritization in the Supporting Actions section.

SUPPORTING ACTIONS

Building on the challenges discussed and strategies identified in the sections above, the following section makes recommendations to improve and expand Moscow's active transportation environment, including a recommended Complete Streets policy and strategies related to pedestrian and bicycle network development, transit access, and winter snow removal.

Complete Streets in Moscow

Moscow should adopt a Complete Street policy to ensure its streets can accommodate all modes of travel. Developing a Complete Streets policy or codified ordinance in Moscow will formalize the City's intent to plan, design, and maintain streets so they are safe for users of all ages and abilities. This type of policy would direct City staff from all departments that have a stake in the design and operation of streets to consistently design and construct the right-of-way to accommodate all anticipated roadway users, including pedestrians, bicyclists, public transportation users, motorists, and freight vehicles.

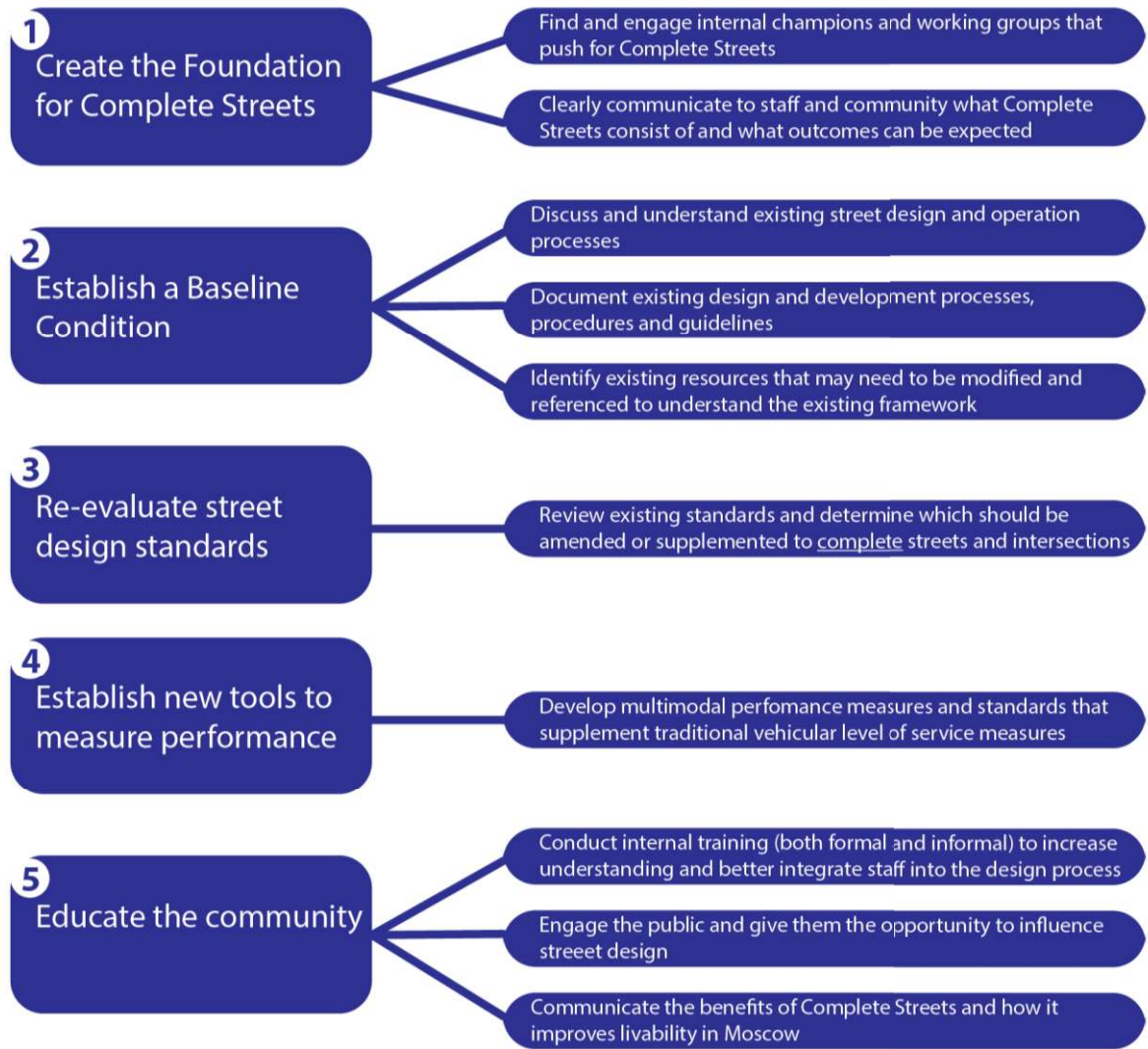
In practice, a Complete Street is a street that, in addition to general purpose vehicular travel lanes, allocated space for sidewalks, bike lanes or shoulders, bus lanes, transit stops, crosswalks, median refuges, curb bulbouts, appropriate landscaping, and other features that add to the usability and livability of the street as determined by context. Legislation on the subject has been passed in 25 states and almost 300 other jurisdictions throughout the country. In addition to making streets in Moscow more livable, safe, and accessible, developing a Complete Streets ordinance can make many of the projects proposed in this plan eligible for new state and federal funds that prioritize Complete Streets or livability projects. According to the National Complete Streets Coalition, an ideal policy should:

- Include a vision for how and why the community wants to complete its streets.
- Specify that 'all users' includes pedestrians, bicyclists, and transit passengers of all ages and abilities, as well as operators of trucks, buses, and automobiles.
- Apply to both new and retrofit projects, including design, planning, maintenance, and operations, for the entire right-of-way.
- Make any exceptions specific and set a clear procedure that requires high-level approval of exceptions.
- Encourage street connectivity and aim to create a comprehensive, integrated, connected network for all modes.
- Be adoptable by all agencies to cover all roads.
- Direct the use of the latest and best design criteria and guidelines while recognizing the need for flexibility in balancing user needs.
- Ensure that Complete Streets solutions will complement the context of the community.

Developing and implementing a Complete Streets policy will require a collaborative process with private and public actors that have a stake in the public right-of-way. Figure 5-10 illustrates five steps (post-policy adoption) needed to understand and modify Moscow's existing processes and standards that govern how streets are planned, designed, and built. The City is already achieving several of these steps, particularly in the areas of staff and community education and establishing stakeholder working groups.



Figure 5-10 Complete Streets Implementation Process (Post-Policy Adoption)



The City has recently developed draft amendments to its Street Design Standards, which generally incorporate principles of Complete Streets design. However, additional detail related to intersection, transit, and bicycle facility design could be included to ensure all modes are safely accommodated—particularly where potential conflicts could arise between modes.

A Complete Street Design Overlay is another street design tool that requires multimodal street design, while considering key dimensional, operational, and modal priority tradeoffs. The Overlay is placed “over” the base street design standards to modify its regulating ability. The recently released NACTO Urban Street Design Guide could provide additional guidance in developing the Overlay. The Draft Street Design Standards should be adopted now and any additional street design standards based on Complete Street principles can be included as a Complete Streets Overlay or supplement after the City’s formal Complete Streets policy is adopted.



RECOMMENDED ACTIONS FOR MOSCOW

- Action AT10.** Adopt a Complete Streets policy to build out transportation facilities for all users.
- Action AT11.** Supplement the City’s street design standards or establish a Complete Street Design Overlay to ensure all users are accommodated along and across the street (including intersection design).

Pedestrian Network Development

One of the ways in which communities can promote walking is through infrastructure improvements that complete the pedestrian network – often referred to as sidewalk infill.¹ The goal of sidewalk infill programs is to connect fragmented segments of a community’s existing sidewalk network through the construction of new sidewalks as a means of improving the network’s continuity and connectivity.

Sidewalk Infill Project Criteria

Moscow’s Sidewalk Infill Program is helping make progress toward a safe, complete sidewalk network within the city. Funds expended through this program should be targeted to result in greater community benefit by using criteria to guide investment decisions.

Strategic sidewalk infill consists of performing inventory and analysis of the community’s existing sidewalk network to identify network gaps, prioritizing gaps based on community needs and funding requirements, and filling in these gaps as funding becomes available. Figure 5-11 provides recommended sidewalk infill criteria for the City of Moscow. In addition to the infill criteria, Moscow should pursue the recommendations and implementation considerations from the Mobility Taskforce’s 2010 Report to the Transportation Commission.

Figure 5-11 Sidewalk Infill Project Criteria

Guiding Principle/Goal	Criteria
Mobility and Access	- Within 1/4-mile of transit stop - Any gap along an arterial/collector roadway - Any gap along identified neighborhood greenway - Any gap along a city identified snow route
Downtown and University Public Spaces	- Any gap in the downtown core - Within 1/8-mile of the University of Idaho
Land Use, Design, and Quality of Life	- Within 1/4-mile of a school - Within 1/4-mile of a community center - Within 1/4-mile of a medical center - Within 1/4-mile of a senior center - Within 1/4-mile of a multi-family development



RECOMMENDED ACTIONS FOR MOSCOW

Action AT12. Use Sidewalk Infill Project Criteria to guide investment decisions of the Sidewalk Infill Program.

¹ Sidewalk infill is a program that specifically seeks to eliminate gaps in the citywide sidewalk network.

Near-Term Roadway and Traffic Operations Project Recommendations

The near-term projects (first five years) included in the following tables were rated “Best” in the project evaluation. Each of these projects carries value for users of Moscow’s roadways and will improve the transportation system. Some of these projects will also aid implementation of the strategies and actions included in the Roadway and Traffic Operations Strategy, particularly Action RT1 (“Improve roadway connectivity for all users by expanding the collector and minor arterial street system with the high priority roadway projects”).

Traffic Calming Projects		Estimated Cost
TC1: Nez Perce Traffic Calming at intersection of Nez Perce/Blake Avenue	Construct traffic calming elements at the Nez Perce/Blake Avenue intersection to narrow the pedestrian crossing width. May include elements such as curb bulb outs and crossing enhancements.	\$50,000
TC2: Sixth Street Traffic Calming from Line Street to Rayburn Street	Construct traffic calming elements on Sixth Street between Line Street and Rayburn Street to increase pedestrian comfort. The project would include elements such as a raised pedestrian crossing, lane narrowing, street lighting, colored pavement and landscaping and furniture. The project may require modifications to drainage and stormwater services.	\$300,000 (UI Funded)
TC3: Deakin Street Traffic Calming Sixth Street to University Avenue	Construct traffic calming elements on Deakin Street between Sixth Street and University Avenue to improve pedestrian safety. The project would include elements such as a raised pedestrian crossing, lane narrowing, street lighting, colored pavement and landscaping, and furniture. The project may require modifications to drainage and stormwater services.	\$300,000 (UI Funded)
TC4: D Street Traffic Calming Mountain View Road to Hayes Street	Construct traffic calming features and various bicycle and pedestrian improvements.	\$530,000

Note: University funded traffic calming projects (TC2 and TC3) are ranked highly due to available funding and ability to meet evaluation criteria.

A Street Improvements		Estimated Cost
CS4: A Street Reconstruction from Peterson Drive to Home Street	Relocate stop signs at the intersection with A Street uncontrolled and Line Street stop sign controlled, add a separate northbound right turn lane with eastbound receiving lane on A Street, and close the north leg of intersection. It would include new curbs, sidewalks, drainage and retaining walls on A Street (from Peterson to Home) and Line Streets (A to SH-8).	\$3,250,000

Mountain View Road Corridor Improvements		Estimated Cost
F1: Mountain View Road Corridor Improvements from the Fairgrounds to Sixth Street	Widen Mountain View Road from the Fairgrounds to Sixth Street to provide curbs and gutters, storm drainage, sidewalks, bike lanes, and street lighting. Provide new traffic control Sixth Street/Mountain View Road.	\$2,000,000

Project	From/to	Facility Type	Cost Estimate	Rating	Timeframe	Funding scenario
NG8: Asbury / Almon couplet	Sixth Street to A Street	Neighborhood Greenway	\$28,000		Short-term	
NG12: Indian Hills	Blaine Street to Styner Avenue	Neighborhood Greenway	\$32,000		Short-term	
NG6: Nez Perce / Park Drive / Cleveland	Harold Street to B Street	Neighborhood Greenway	\$48,000		Short-term	
NG2: B Street	Van Buren Street to Cleveland Street	Neighborhood Greenway	\$24,000		Short-term	
NG13: Cleveland / Ponderosa	F Street to Orchard Street	Neighborhood Greenway	\$18,000		Short-term	
NG9: Concord / Eisenhower / E / Harding	D Street to Mountain View Road	Neighborhood Greenway	\$30,500		Short-term	
NG10: Jefferson Street	E Street to Rodeo Drive	Neighborhood Greenway	\$18,000		Short-term	
NG11: Meadow Street	Trail to Trail	Neighborhood Greenway	\$10,000		Short-term	
NG7: Fairgrounds	Fairgrounds	Neighborhood Greenway	\$4,000 (Pending Fairgrounds Approval)		Short-term	
NG14: Lenter / Victoria / Ekes / Ridge	Lauder Avenue to Taylor Avenue	Neighborhood Greenway/ Shared-Lane Markings/Up Hill Bike Lane	\$32,000		Medium-term	N/A
NG15: Damen Street	New path connection (SP6, parallel to Mt View Rd) to Bridge Street	Neighborhood Greenway	\$5,000		Long-term	N/A
SL17: Third Street	Polk Street to Paradise Creek/Future Bridge	Shared-Lane Markings	\$26,000		Immediate	
SL2: Third Street	Line Street to Lieuallen Street	Shared-Lane Markings	\$3,000		Immediate	
SL5: US-95	Sweet Ave to South Couplet	Shared-Lane Markings	\$2,250		Short-term	
SL3: Main Street Corridor (including Third Street between the couplet)	Lewis Street to A Street	Shared-Lane Markings	\$9,700		Short-term	

Project	From/to	Project Description	Cost Estimate	Rating	Timeframe	Funding scenario
		sidewalks, and street lighting.				
CS6: Mountain View Road Corridor Improvements	F Street north to W Mountain View Road	Widen Mountain View Road from F Street to Mountain View Road to provide curbs and gutters, storm drainage, sidewalks, bike lanes, and street lighting. This project may include a shared use path.	\$2,000,000		Medium-term	N/A
CS7: Mountain View Road Corridor Improvements	White Avenue to SH 8	Widen Mountain View Road from White Avenue to SH 8 to provide curbs and gutters, storm drainage, sidewalks, bike lanes, and street lighting.	\$2,000,000		Medium-term	N/A
CS8: Palouse River Drive Corridor Improvements	US-95 to city limits	Widen Palouse River Drive from US-95 to the city limits to provide curbs and gutters, storm drainage, sidewalks, bike lanes, and street lighting.	\$2,275,000		Long-term	N/A
TC2: Sixth Street Traffic Calming	Line Street to Rayburn Street	Construct traffic calming elements on Sixth Street between Line Street and Rayburn Street to improve pedestrian safety (include elements such as a raised pedestrian crossing, lane narrowing, street lighting, colored pavement and landscaping and furniture).	\$300,000 (UI Funded)		Immediate	N/A
TC3: Deakin Street Traffic Calming	Sixth Street to University Avenue	Construct traffic calming elements on Deakin Street between Sixth Street and University Avenue to improve pedestrian safety. Include elements such as a raised pedestrian crossing, lane narrowing, street lighting, colored pavement and landscaping and furniture.	\$300,000 (UI Funded)		Immediate	N/A
TC1: Nez Perce Traffic Calming	Nez Perce/Blake Avenue intersection	Construct traffic calming elements at the Nez Perce/Blake Avenue intersection to narrow the pedestrian crossing width. The project would include elements such as curb bulb outs and crossing enhancements.	\$50,000		Short-term	
TC4: D Street Traffic Calming	Mountain View Road to Hayes Street	Construct traffic calming features and various bicycle and pedestrian improvements.	\$530,000		Short-term	
II3: Sixth Street/Jackson Street Geometry	Sixth Street/Jackson Street intersection	Expand right-of-way through acquisitions to provide a dedicated eastbound right-turn lane with through bike lane and shift the lane striping to the south to achieve desired alignment. Modify intersection striping, signing, and	\$500,000		Short-term	



**City of Moscow
Police Department**

Protecting Our Community
With Commitment, Honor,
and Integrity

James D. Fry, Jr.
Police Chief

Tyson Berrett
Captain
Campus Commander

Roger Lanier
Captain
Operations Commander

Anthony Dahlinger
Captain
Services Commander

118 East 4th Street
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City Hall (208) 883-7000

Bill Lambert
Mayor

Gary J. Riedner
City Supervisor



December 10, 2021

Amanda LaMott
Transportation Alternatives Coordinator (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: Children Pedestrian Safety Program – 2021 Application

Dear Ms. LaMott and Members of the TAP Selection Committee:

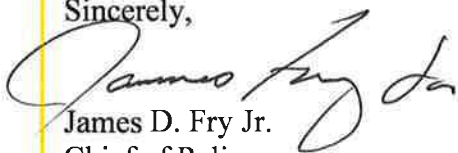
I am submitting this letter of support for the City of Moscow's funding request to address "children pedestrian safety" under the above-referenced program.

The intersection of 'D' Street and Mountain View Road is a main travel route for many students and the proposed safety improvements will guard the students from vehicular traffic and reduce the number of lanes students must cross. It will also increase visibility, slow traffic and provide barriers to protect younger children traveling to and from school. The new proposed safety improvements provide additional pedestrian friendly drop-off points to help reduce congestion that happens in the morning and afternoon.

Moscow police officers have monitored this area and it is very congested and confusing for drivers. In addition, the police department provides school zone security and the additional drop off points would provide additional safety for students arriving and leaving.

We strongly support the request for these crucial child pedestrian safety improvements to this very busy, highly traveled corridor. Thank you for your consideration and support in keeping the safety of our community's children a priority.

Sincerely,


James D. Fry Jr.
Chief of Police

/kp



Moscow School District #281

650 N. Cleveland St. Moscow, ID 83843 (208) 882-1120 fax (208) 883-4440 www.msd281.org

Dr. Gregory J. Bailey, Superintendent

Carrie Brooks, Curriculum Director
Jennifer Johnson, Business Manager

Charlie Gerke, Operations Director
Shannon Richards, Special Services Director

December 9, 2021

Administration
650 N. Cleveland
Moscow, ID 83843
208.882.1120
AX: 208.883.4440

Moscow High School
402 E. Fifth Street
Moscow, ID 83843
208.882.2591
AX: 208.892.1136

Moscow Middle School
1410 East D Street
Moscow, ID 83843
208.882.3577
AX: 208.892.1182

Lena Whitmore Elementary
110 S. Blaine
Moscow, ID 83843
208.882.2621
AX: 208.892.1202

.B. McDonald Elementary
2323 East D Street
Moscow, ID 83843
208.882.0228
AX: 208.892.1216

J. Russell Elementary
119 N. Adams
Moscow, ID 83843
208.882.2715
AX: 208.892.1241

West Park Elementary
510 Home Street
Moscow, ID 83843
208.882.2714
AX: 208.892.1259

Paradise Creek Regional High School
1314 S. Main
Moscow, ID 83843
208.882.3687
AX: 208.882.6815

Support Services Facility
AX: 208.892.1265
Location:
2245 White Avenue
Facilities
208.892.1129
Food Service
208.892.1123
Transportation
208.882.3933

Amanda LaMott
Transportation Alternatives Coordinator (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: Children Pedestrian Safety Program – 2021 Application

Dear Ms. LaMott and Members of the TAP Selection Committee:

On behalf of the Moscow School District #281 (MSD), I am submitting this letter of support for the City of Moscow's funding request to address "children pedestrian safety" under the above-referenced program. The MSD and the City have a long-standing collaborative relationship with projects which provide safe travel routes and recreational facilities for Moscow students.

The MSD strives to provide an educational setting that allows students to have a safe environment with access to a multitude of extra-curricular activities. The proposed project elements for the City's Children Pedestrian Safety 2021 Grant application furthers these goals by providing pedestrian improvements in centralized "school zone" locations, which expands on previous safety improvements for students.

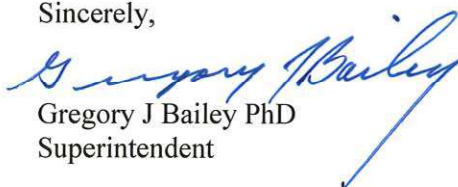
The intersection of 'D' Street and Mountain View Road corresponds with a main travel route for many students of the MSD. The proposed safety improvements would guard students from vehicular traffic while reducing the number of lanes students must cross. This project would also increase visibility, slow traffic and provide barriers to protect younger children traveling to and from school.

The project location at 'D' Street and Mountain View Road, and at 'B' Street and Cleveland Street connect to prior grant awarded projects to close gaps in order to create a complete corridor with sidewalk and/or pathway systems to and between two elementary schools, a charter school, middle school, private school, and multiple student recreation facilities. The new proposed safety improvements would provide additional pedestrian friendly drop-off points to help reduce the congestion that occurs in the morning and afternoon hours. These proposed projects are within the existing Safe Routes to School Walking and Biking Route Plan, which would encourage parents to let their students walk or bike versus driving them to school.

The MSD commits to working in conjunction with the City to notify students and parents about the alternate drop-off locations in order to decrease the congestion in the school zone and to make sure all are informed of the new safety improvements and their best use and purpose: to decrease congestion in the school zone, expand the available safe routes, and promote walking and biking to school.

We strongly support the City's request for these crucial child pedestrian safety improvements to this busy, highly traveled corridor which connects multiple schools and other locations where children play, such as parks and community centers. On behalf of the MSD, I want to thank you in advance for your consideration and support of this request which is critical to the safety of our students.

Sincerely,


Gregory J Bailey PhD
Superintendent



City of Moscow Fire Department

*Dedicating our efforts to the
preservation of life, the
protection of property and the
safety of our personnel.*



Brian R. Nickerson
Fire Chief

Dan Ellinwood
Division Chief/Fire Marshal

Debby Carscallen
Division Chief/EMS

Scott Williams
Captain/Training & Safety

Matt Caples
Fire Inspector

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Hearing Impaired 208.883.7019
City Hall 208.883.7000



Bill Lambert
Mayor

Gary J. Riedner
City Supervisor



December 15, 2021

Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: 2021 Funding Request - Children Pedestrian Safety Program – City of Moscow

Dear Members of LHTAC and the TAP Selection Committee:

The Moscow Volunteer Fire Department (MVFD) celebrated its 129th year this summer. As a combination department there are seven paid staff which consists of myself as the Fire Chief Division Chief/Fire Marshall, Division Chief EMS, Safety Training Officer, and a Fire Inspector and the remainder of the department consists of 100+ volunteers. The Ambulance Company (EMS) functions as a medical branch of the MVFD and share the paid staff positions. In exchange for free room while a student of the University of Idaho, the Resident Firefighters are trained in firefighting and given the responsibility of responding with fire apparatus to emergency scenes. Each year the MVFD responds to over 2,400 emergency calls within the Moscow city limits and approximately 73% of those calls are EMS many of which are pedestrian vs. vehicle accidents at intersections throughout the City.

The entire corridor of Mountain View Road is one of the busiest streets in the City which is heavily traveled by school-aged children walking and biking to school, parks, and recreational facilities all located near the identified project areas for the City funding request under the Children Safety Pedestrian Program. Many teenage students are driving to school and are first time drivers and easily distracted by their surroundings. The changes will trigger driver awareness and the proposed infrastructure improvements will add various safety components to the corridor that will create a safe travel environment for all pedestrian walking and biking on “D” and “B” Streets especially the children. The project will connect to existing safe routes to school for those children traveling to the elementary, middle, and charter schools throughout this corridor and protect them from vehicular traffic at intersections along the route.

The proposed project elements will increase awareness and visibility, slow traffic and create vehicle/pedestrian barriers. It will also create a safer atmosphere for emergency vehicles traveling the corridor by creating areas for vehicles to pull off the travel lane and still be separated from pedestrian walking and biking. The MVFD including the EMS Division fully supports the proposed funding request from the City for the Children Pedestrian Safety Program to improve the infrastructure to protect our most valued citizens...the children of our community. I encourage you to please fund this request which will provide immeasurable benefits to our City from a public safety aspect.

Sincerely,

Brian R. Nickerson

Brian Nickerson, Fire Chief
Moscow Volunteer Fire Department



December 10, 2021

Amanda LaMott, Transportation Alternatives Coordinator (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: 2021 Grant Application for the Children Pedestrian Safety Program

Dear Ms. LaMott and TAP Selection Committee:

It is with pleasure that I submit this letter of support for the City of Moscow's funding request for child pedestrian safety improvements on the 'D' Street and Mountain View Road and 'B' and Cleveland Streets in Moscow. This corridor, is traveled by our fixed-route bus service 20+ times per day five days a week and is also used by our dial-a-ride service several times per day. Many students of the Moscow School District use our fixed route service to travel to and from school as we have stops located the Mountain View Road and 'D' Street intersection and several of the elementary schools and youth activity centers to include the Moscow Middle School, football field and the aquatics center.

The grant request from the City for the Child Pedestrian Safety Program includes many elements that will assist our drivers in traveling the route in making sure that all children are in view and in safe locations to be seen by all vehicular traffic. The reduction in the number of lanes at the four way stop at Mountain View Road and 'D' Street will slow traffic and provide a much safer intersection for children travel to school, the youth center and soccer fields at this location.

SMART Transit works closely with the City in providing public transit services throughout Moscow and collaborates on projects and improvements to include bus shelters and other amenities on the fixed routes.

I have also attended the many meetings of the Moscow Transportation Commission where this project has been vetted and this request has been discussed. On behalf of SMART Transit, we strongly support the City's request to implement these critical safety improvements to the infrastructure at these proposed project locations and encourage the TAP Committee to fund this request. Thank you for the opportunity to provide our input and support of this very important project to protect the children of our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Aiman", written over a horizontal line.

Ben Aiman, Executive Director
SMART Transit

**MOVEMENT SCIENCES**

College of Education, Health
and Human Sciences
875 Perimeter Drive MS 2401
Moscow ID 83844-2401

208-885-7921
208-885-5929 [FAX]
movementsciences@uidaho.edu
uidaho.edu/ed/mvsc

December 13, 2021

Amanda LaMott, Transportation Alternatives Coordinator (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: 2021 Grant Application for the Children Pedestrian Safety Program

Dear Ms. LaMott and TAP Selection Committee:

The University of Idaho (UI) has worked with City of Moscow (City) and the Moscow School District (MSD) since 2008 implementing and coordinating the Safe Routes to School Program (SRTS). During this period of time, UI SRTS has partnered with the City in their efforts to construct multiple infrastructure projects with grant funds awarded by the Idaho Transportation Department (ITD) to provide safe walking and biking routes to schools in MSD. The UI SRTS has received continuous grant funding from ITD since 2008 to build and maintain the Education, Encouragement and Evaluation components of the SRTS program. The completed infrastructure has benefited the community greatly as more children are able to walk and bike safely to school.

The funding request being submitted by the City for the Children Pedestrian Safety Program incorporates many built environment engineering improvements which close gaps in the SRTS travel area which are needed to reduce barriers for children walking and bicycling to school and to physical activity and recreational opportunities.

We support the proposed reduction of vehicular travel lanes from 8 to 4 at 'D' Street and Mountain View Road and the expansion of the curbs toward the center lanes providing more area behind the walk and reducing visible clutter at the intersection. The improvements to the 'B' Street and Cleveland intersection for an alternate pick up and drop off area will reduce congestion and create a location where students still can walk on a non-motorized pathway system to reach their designated school. Currently, students and families often avoid this busy corridor and choose vehicles rather than active travel modes. These improvements will provide greater active travel access, improve safety, and help change the travel norms in Moscow.

As the SRTS host for Moscow our commitment to participate with the City's proposed project will be to update the SRTS maps, provide educational materials to the surrounding schools to promote the pick-up and drop off areas and engage with parent and teacher organizations to raise awareness about the new infrastructure and to encourage parents to use the new alternate drop off area.

On behalf of the Moscow SRTS program, we support the City's request for these critical children pedestrian safety improvements in this centralized school zone area encompassing 2 elementary, 1 charter, 1 middle school and several school district recreational areas. We also commit to updating our information and to do outreach to encourage use of these new infrastructure improvement upon completion of construction. Thank you for the opportunity to support this very important funding request.

Sincerely,



Helen Brown, MPH, RDN,
Associate Clinical Professor- Movement Sciences
University of Idaho



Heart of the Arts



Bill Lambert
Mayor

Art Bettge
Council President

Sandra Kelly
Council Vice-President

Maureen Laflin
Council Member

Brandy Sullivan
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member



Gary J. Riedner
City Supervisor



City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



December 15, 2021

Amanda LaMott
Transportation Alternatives Coordinator (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: Children Pedestrian Safety Program – 2021 Application

Dear Ms. LaMott and Members of the TAP Selection Committee,

The City of Moscow is pleased to submit a funding request for the Children Pedestrian Safety Program for the 2021 application funded through House Bill 308.

The City is requesting \$250,000 in funding which is 88% of the total project costs of \$283,639. The City has accumulated \$34,000 in cash match and will provide an additional \$64,645 in in-kind project design and construction management services to fund this project.

On behalf of the City of Moscow, I want to thank you and the LHTAC in advance for considering our request and for the opportunity to apply for these funds to protect the lives and well-being of Moscow's children. Please feel free to contact me if you have any questions.

Sincerely,

Gary J. Riedner, JD
City Supervisor
PO Box 9203 - 206 E. Third Street
Moscow, ID 83843
P - 208.883.7006
w - www.ci.moscow.id.us

December 9, 2021

Amanda LaMott
Transportation Alternatives Coordinator (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow – 2021 Children Pedestrian Safety Program – Project Partner Commitment Letter

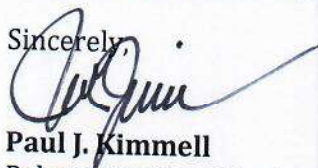
Dear Members of the TAP Selection Committee:

As the Regional Business Manager for the Avista Corporation serving the Pullman, Washington and Moscow, Idaho area; I work with the cities and counties to coordinate in providing integrated assistance for public utility services. As part of these services, we partner with the City of Moscow on public infrastructure projects in upgrading street lighting. The focus of many of these collaborative projects are geared toward providing safe environments for children to walk and bike to school and recreational activities. In the past we have teamed with the City to replace existing luminaires in street lighting with new LEDS and/or adding lighting to main corridors used by the young school-aged children.

Avista will partner to upgrade the existing street lighting to LEDS to supplement the proposed funding request for the 2021 Children Pedestrian Safety Program being submitted to LHTAC by the City of Moscow for safety improvements at 'D' Street and Mountain View Road and 'B' Street and Cleveland. Avista has worked closely with the City on many prior Safe Routes to School and Transportation Alternatives projects to provide the same assistance and are pleased to again coordinate on projects that address safety and mobility within community. Both of the project areas are heavily traveled roadways that parallel multiple schools, parks, and community centers and are an alternate travel route for the citizens of the community and Avista commends the City in proposing the various pedestrian safety improvements in their funding request. Avista is eager to assist with providing upgraded light to create better visibility and to contribute to the safety of the youth who walk and bike throughout corridor.

Please accept this letter as Avista's commitment to partner with the City in this very important project and also as a note of support for their request encouraging LHTAC and the TAP Selection Committee to fund this project which is critical to the safety of the children pedestrians in Moscow.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul J. Kimmell", is written over the word "Sincerely,".

Paul J. Kimmell
Palouse Regional Business Manager
Avista Corporation
(509) 336-6236 / paul.kimmell@avistacorp.com

COMMITTEE STAFF REPORT

DATE: Monday, March 28, 2022



RESPONSIBLE STAFF

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

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

Moscow Urban Renewal Agency

AGENDA ITEM TITLE

Transportation Alternatives Program South Main Pedestrian Underpass State/Local Agreement (ACTION ITEM) - Nate Suhr / Alisa Anderson

DESCRIPTION

In 2018, the City and the Moscow Urban Renewal Agency (MURA) jointly funded a study to assess the feasibility of the construction of a pedestrian underpass on South Main/U.S. 95 just south of the US Hwy. 95/S.H. 8 intersection. In February of 2020, the City applied for a Transportation Alternatives Program (TAP) grant administered by the Idaho Transportation Department (ITD). On March 18, 2020, ITD announced the City received a notification of award to receive federal funding for the project. The awarded project will construct a bike/pedestrian underpass in the existing stream banks of Paradise Creek at the US Hwy. 95 crossing. The new underpass will allow pedestrian and bicyclists to travel underneath US Hwy. 95 without using the existing crosswalks where Hwy. 95 and S.H. 8 converge with Main Street near the south entrance of the University of Idaho campus. The large multi-lane intersection has crosswalks crossing 5 lanes of traffic including two merging turning lanes. The underpass will significantly improve pedestrian connectivity and safety and be constructed similar to the recently completed Styner/White underpass on Hwy. 8. The new path extension will be 710 feet long and 10 feet wide connecting to an existing route on Paradise Path leading to the Intermodal Transit Center, University of Idaho campus with adjacent connections to Gritman Medical Center, student housing and downtown Moscow.

The estimated total project costs are \$1,006,092 and the City has been awarded federal aid in the amount of \$499,644 which is 49.65% percent of the project. The City's local match requirement is \$506,688 which is 50.35% of the project costs. The Moscow Urban Renewal Agency (MURA) has committed to contributing 50% of the City's match estimated at \$253,344. The attached State/Local Agreement is for project development and construction as outlined on Page 2 in the Agreement. The project is scheduled to be designed in the summer/fall of 2022 and construction to be completed in 2023. The State/Local Agreement and corresponding Resolution are attached to this report.

STAFF RECOMMENDATION

Recommend approval to execute State/Local Agreement (Design and Construction)Project No. A022(943) Key 22943 US-Highway 95 Pedestrian Underpass and the corresponding Resolution.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to execute State/Local Agreement (Design and Construction)Project No. A022(943) Key 22943 US-Highway 95 Pedestrian Underpass and the corresponding Resolution; or provide staff further direction.

FISCAL IMPACT

The estimated total project costs are \$1,006,092; ITD Grant \$499,644; City's local match \$253,344, MURA \$253,344. The City's match is included in the FY2022/23 Capital Projects Budgets.

PERSONNEL IMPACT

The project will be administered and managed by City of Moscow staff.

ATTACHMENTS

1. 22943 SLA
2. Resolution 2022-XX State-Local agreement; ITD US-95 Pedestrian Underpass

**STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A022(943)
PEDESTRIAN UNDERPASS, MOSCOW
LATAH COUNTY
KEY NO. 22943**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF MOSCOW**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application, a copy of which is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>.
4. Federal participation in the project is at the rate of 49.65%; local participation is 50.35%. The maximum Federal-aid for this project is \$499,644.
5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development (State, Consultant, Local) - \$147,132
(PE - \$10,000; PC – \$137,132)
 - b. Construction - \$859,160
(CE - \$10,000; CC - \$65,319; CN - \$783,841)
 - c. Total Estimated Project Costs - \$1,006,292
6. The Sponsor's match for this project will be provided in cash in the amount of 50.35 percent of the entire project (currently \$506,688).
7. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Roadway Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

SECTION II. That the Sponsor shall:

1. Provide a funding match of 50.35% of the Total Estimated Project Costs of \$1,006,292, and assume responsibility for all costs of the project over and above the \$499,644 federal-aid limit.
2. Pay to the State the sum of **\$50,669**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.
3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is _____, Phone No. _____.

4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.
5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.
6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.
7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.
8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.
9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer. The individuals who will be performing inspection or certifying the sampling and testing results of any materials must be qualified in the appropriate inspector/sampler/tester area as identified in Memo 17B in the Transportation Alternatives Program Manual.
10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.
12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to a maximum of \$499,655.
14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the underpass as is necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
17. Comply with all other applicable State and Federal regulations.
18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of \$499,655.

2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.
3. Review and approve the project plans and specifications.
4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.
5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor, and conduct a final inspection of the project when completed.
7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 49.65%, up to a maximum of \$499,655.
8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.
10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is _____, Phone No. _____.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor.
2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds

by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

- 3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
- 4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
- 5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

EXECUTION

This Agreement is executed for the State by its Highways Construction & Operations Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Moscow

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator
Highways Construction & Operations

ATTEST:

CITY OF MOSCOW

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.
hm:22943 SLA

CITY OF MOSCOW – TAP 2020 FUNDING REQUEST U.S. HIGHWAY 95 PEDESTRIAN UNDERPASS PROJECT



City of Moscow, Idaho
206 E. Third Street
Moscow, Idaho 83843
Bill Lambert, Mayor
Alisa Anderson, Grants Manager/ADA Coordinator

Transportation Alternatives Program (TAP)

City of Moscow 2020 Funding Request

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¹ Alta Science & Engineering, Inc.

² Partnership for Economic Prosperity

FOREWORD TO THIS REQUEST FOR TAP FUNDING....

Urban Design Principles

The design and improvement of the downtown underpass requires a guiding vision. The following application provides the general framework for the guidelines that will be applied to the design and improvement of all structural and functional elements of the proposed project.

The framework includes these following considerations: Safety, Connectivity, Accessibility, Context, Vitality, Greenery, Beauty with special attention to Environmental Justice factors and the blend of Urban Fabrics connected to the project and the surrounding area:

Safety – Project elements encompass and provide an open and clean appearance to the underpass structure, accompanied by light, inviting materials, and safety retaining walls.

Connectivity – Provide seamless sidewalk and/or path surfaces and accessible connections to adjacent destinations for all users.

Context – Relate the design treatments of the underpass to the historical context, local character and strategic plans encompassing the development guidelines of the Legacy Crossing Urban Renewal District.

Vitality – Strongly encourages active uses within the project location such as living spaces, small shops, restaurants, medical services and connections for new development and redevelopment.

Greenery – Maximize Wiscape landscaping opportunities at retaining walls, median, corners, and transition areas between public and private properties.

Beauty – Incorporate artistic or historic elements into surfaces or entrance and existing areas.

Environmental Justice – Decrease environmental burdens, increase environmental benefits, and work collaboratively to build a healthy sustainable community for vulnerable populations.

Urban Fabric – Weaving aspects of humanism, emphasizing building types, thoroughfares, open space, frontages, and streetscapes with consideration to environmental, functional, economic and sociocultural elements of the project.

We, the staff of the City of Moscow, have envisioned this project in its base form, applied the research of the current environmental considerations, purpose, location, benefits, uses, connections, safety, foliage, attraction, and surrounding populations and have proposed an underpass project that provides culmination of the elements previously discussed. We believe this proposal addresses a collective need in our community and will provide benefit to all the citizens of Moscow.

Respectfully,

Community Planning and Design Staff
City of Moscow, Idaho

**Transportation Alternatives Program (TAP)
2020 Application – Funding Project Years:
FY 2021, 2022 & 2023**

Identification I.D. (Department use only)

Application deadline: Friday February 2, 2020 at 12:00 p.m., Mountain Standard Time

Kick-Off Call for Applications: September 23rd, 2019, noon.

Applicants **MUST participate in a Pre-Application coordination meeting** with the District or LHTAC Coordinator and complete a Pre-Application Checklist for the Mid Application Screening.

Applicants **MUST submit a draft application to TAP@itd.idaho.gov for a Mid-Application screening** with the District or LHTAC Coordinator on or PRIOR TO: November 8th, 2019

During the Mid-Application Screening, a panel of Subject Matter Experts will review the draft applications and provide feedback to applicants that helps strengthen the proposals, returning these to the applicant by December 13th 2019. The final draft applications will be scored by a different group.

Applicants **MUST submit their Application to TAP@itd.idaho.gov** with the District or LHTAC Coordinator on or PRIOR TO: February 2nd, 2020

The Idaho Transportation Department is now soliciting applications for the Transportation Alternatives Program (TAP) to add projects to our fiscal year 2021*, 2022 and 2023 program. FY2021 is limited to non-infrastructure and construction only projects. The purpose of TAP is to provide for a variety of alternative transportation projects and to advance the Idaho Transportation Department's (ITD) strategic goals of Mobility, Safety and Economic Opportunity while maximizing the use of federal funds. The TAP provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school educational projects. Applicant award capped at one \$500,000 in federal aid per year per funding source, not to exceed \$750,000 federal (not counting TAP-TMA or TAP statewide balancing). There is a Partial Award category in preferred funding year to accommodate small scale projects up to \$50,000 allowing applicants to apply for scalable project awards.

Final applications must be submitted to ITD electronically. Applications including attachments must be submitted by e-mail to TAP@itd.idaho.gov. Additionally, all questions regarding this application are to be submitted to TAP@itd.idaho.gov. For all e-mail correspondence, please indicate "2020 TAP Application" in the subject line along with the sponsor's name. For example, Subject: 2020 TAP Application - City of Lava Hot Springs.

Format: Application form must be saved electronically and then transmitted to the Department. All supporting maps, letters and other documents must be saved as a pdf and transmitted to the Department with the application form. If the file size of any or all of the attachments exceeds e-mail transmittal capabilities (15MB), files may be saved to either a disc or thumb drive and submitted via postal mail. All postal mail is to be sent to the following address and must be received prior to the designated application deadline.

Idaho Transportation Department Headquarters
Attn: Ryan McDaniel CFM, PMP
Project Manager, Contracting Services
P.O. Box 7129
Boise, ID 83707-1129

If sponsor is submitting multiple applications, please prioritize them in order of importance from 1 to X, with 1 being the most important project.

Priority Number 1

Applicant Information

Applicant: City of Moscow, Idaho

Mailing Address:

206 East Third Street, PO Box 9203

City: Moscow

State: ID

Zip Code: 83843

Contact Person 1: Alisa Anderson

Title: Grants Manager

Phone: 208-883-7600

Email: aanderson@ci.moscow.id.us

Contact Person 2: Bill Belknap

Title: Deputy City Supervisor

Phone: 208-883-7011

Email: bbelknap@ci.moscow.id.us

Co-Applicant (if different from Applicant): Not Applicable

Mailing Address:

City: _____

State: _____

Zip Code: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Sponsor certifies the following conditions of application:

- We are familiar with Transportation Alternatives Program eligibility criteria & TAP manual.
- All right-of-way (ROW) is acquired and no environmental issues are known to exist.
- Our budget accurately reflects the anticipated cost of the proposed project.
- The information in the application accurately reflects available knowledge of our staff.
- We understand this is a reimbursement grant and must furnish cash local match upfront and will be reimbursed as work progresses and invoices submitted with accompanying documentation.
- We acknowledge that there is no contingency funding beyond the amount budgeted in this application and all overruns will be borne by the local sponsor.
- The project must be brought to completion to receive funding.
- We accept responsibility for future maintenance and operating costs of the completed project.



Sponsor Signature (Authorized Official)

Bill Lambert, Mayor

Sponsor Printed Name

City of Moscow, Idaho

01/31/2020

Date

Date

Project Information

Project Name South Main Pedestrian Underpass Project

Total Project Design Estimate	<u>128,000</u>
Total Project Construction Estimate	<u>879,000</u>
Total Non-Infrastructure Estimate	<u>-0-</u>
Define Partial Project Construction Estimate	<u>-0-</u>
Total Project Cost Estimate	<u>1,007,000</u>

Project location

(Please include street or trail name, city, county, and beginning/end points as applicable)
(Maximum 500 Characters)

The proposed project will be located in Moscow, Idaho, to the east and west of the existing bridge on US Hwy. 95, and between Sweet Avenue and the existing Paradise Path to the south and Hwy. 8 to the northeast. See Attachment F.

State Highway Route(s) if applicable US Hwy. 95 is adjacent to project and State Hwy. 8 is near the intersection to the east.

Beginning Mile Posts(s) if applicable _____

Ending Mile Posts(s) if applicable _____

Project Area

☐ Urbanized - Areas with population over 200,000

☒ Urban - Areas with population of 5,001 to 200,000

☐ Rural - Areas with population of 5,000 or less

Funding Year (for initial programming only, project may advance or delay at a later date)

Preference 1		Preference 2	
Non-Infrastructure		Non-Infrastructure	
2021	☐	2021	☐
2022	☐	2022	☐
2023	☐	2023	☐
Design		Design	
2021	☐	2021	☐
2022	X	2022	X
2023	☐	2023	☐
Construction		Construction	
2021*	☐	2021*	☐
2022	☐	2022	☐
2023	X	2023	2024 X

Partial Award			Partial Award	
2021	—		2021	—
2022	—		2022	—
2023	—		2023	—

*Design must be completed to federal requirements for FY21 and any 'construction only' project and see TAP manual for additional requirements

Project Cost Estimate

Instructions:

1. Project estimate must include all related project costs, including administrative.
2. For both infrastructure and non-infrastructure type projects, the sponsor match is 7.34% of the total project cost.
3. **Infrastructure is Cash match only:** Non-cash items such as in-kind contributions are not eligible to count towards the sponsor's match, in-kind is eligible on non-infrastructure only.
4. Use the ITD provided TAP Project Estimating Worksheet to indicate the total project estimate. A copy of the worksheet can be accessed at <https://itd.idaho.gov/wp-content/uploads/2019/09/TAP-Estimating-Worksheet-SUBJECT-TO-CHANGE.pdf>
5. Separate applications must be submitted for infrastructure *and* non-infrastructure projects.
 - (a) Infrastructure: Federal reimbursement requested for: (select all that apply)
 - ☒ Design activities
 - ☒ Construction activities
 - (b) Non-infrastructure: Federal reimbursement is being requested for:
 - ☐ Non-Infrastructure: Safe routes to school coordination and education.

If the sponsor is applying for federal funds to participate in construction activities only, there are still administrative costs that ITD will incur in order to review project documents, provide oversight, and authorize a project for competitive bidding. The sponsor will need to account for these costs within the project estimate. Federal funds for construction activities require compliance with federal processes and procedures. Prior design of the project must also comply with federal process and procurement requirements. So, if federal funds are sought for construction only, then the preceding tasks to that construction must also have been federally compliant (NEPA, Davis Bacon Act, procurement process, et cetera).

Eligible Project Activities

For a list of eligible project activities, please reference FHWA publication "Transportation Alternatives" at <http://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm>

From the list below, select the main project activity that best describes proposed project.

- ☒ Infrastructure: Design and/or construction of infrastructure and systems that will provide safe routes for non-drivers.

- ☒ Infrastructure: Design and/or construction of infrastructure to improve the ability of students who live within two miles of the school building to walk or bicycle to school.
- ☐ Non-Infrastructure activities: Safe routes to school coordination and education.

Environmental requirements for infrastructure projects shall not exceed NEPA Categorical Exclusion level of review (i.e. a project expecting EA/ROD/FONSI are not eligible). The acquisition of right-of-way is not an eligible activity for TAP funding (all ROW acquisition activities must be completed prior to submitting an application). NEPA or ROW issues are cause for finding a project ineligible.

Eligible Project Sponsors

Only certain entities are eligible sponsors per 23U.S.C 133(h)(4)(b), select the description that best categorizes your organization as the project sponsor.

- ☒ Local government
- ☐ Regional transportation authority
- ☐ Transit agency
- ☐ Natural resource or public land agency
- ☐ School district, local education agency or school
- ☐ Tribal government
- ☐ Nonprofit entity responsible for the administration of local transportation safety programs
- ☐ Any other local or regional governmental entity with responsibility for oversight of transportation
- ☐ Recreational Trails (other than a metropolitan planning organization or a State agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

1. Project/Program Elements (20 Points)

(a1) For infrastructure type projects, this project includes the following facilities. (select all that apply)

Sidewalk: Surface _____ Width _____ Length _____

Crosswalk: Width _____ Qty.⁰ _____

Curb Ramps: #⁰ _____

On-Street Bicycle Facilities: ☐ bike lane, ☐ shared lane, ☐ cycle track: Length _____

Shared-Use Path: Surface Asp Width 10' Length 710'

Signalization/Traffic Control: Type nearby

Bicycle Parking/Racks/Amenities: Type _____ # Spaces _____

Pedestrian Amenities/Streetscape (lighting, landscaping, etc.): yes

Traffic Calming: _____

Transit Stops and Amenities: 23 Fixed Route Bus Stops to include Bus Shelters and/or Benches. Attachment U.

Other: It is proposed to repurpose pieces of the concrete railing from the Old Hwy. 95 bridge to create historical signage or kiosk's along Paradise Path in or near the project area.

(a2) For non-infrastructure type projects, this project includes the following activities. (select all that apply)

Education materials and activities: ☐ Travel Plan ☐ Safety Booklets ☐ Other _____

Encouragement materials and activities: ☐ Bike Rodeo ☐ Walk/Bike to School Day Activities ☐ Walking or Biking Technical Skills Training ☐ Pre-Drivers Education ☐ Rules of the Road

Project workplan needs approval from ITD within 30 days of executing the non-infrastructure SLA

(b2) Description of Project **15 pts.**

Describe existing conditions and provide a clear description of the purpose of the project and the scope of work. Supplemental materials such as pictures, maps, project plans, exhibits, diagrams, etc. may be provided as necessary to explain existing conditions and proposed improvements. Vague descriptions may result in lower evaluation scores and lower ranking. Information about the project scope should be consistent with the project budget. (Max 1200 Characters)

The proposed project is to construct a bike/pedestrian underpass in the existing stream banks of Paradise Creek at the US Hwy. 95 crossing. The underpass will allow pedestrians and bicyclists to cross under US Hwy. 95 on a new Paradise Path connection without needing to cross US Hwy. 95, disrupting traffic flow on a busy section of the highway. The underpass will significantly improve pedestrian connectivity and safety and be constructed similar to the recently completed Styner/White underpass on Hwy. 8. The new path extension will be 710 feet long and 10 feet wide connecting to an existing route on Paradise Path leading into the University of Idaho campus with adjacent connections to Gritman Medical Center, student housing and downtown Moscow. Attachment I includes the proposed Underpass Conceptual Design drawings from Alta Science and Engineering, Inc. It is anticipated the project will require the removal of the old Hwy. 95/Main Street bridge which has been rendered ineligible for the Nation Register of Historic Places as stated in a letter from ISHPO, Attachment M. In the Underpass Feasibility Memo from Alta (Attachment J), the proposed underpass will have negligible impacts upon flood elevations that are anticipated to be mitigated during design. The new path is anticipated to only be inundated a total of 4.1 days per year (Alta) and shall cause no new flooding impacts upstream or downstream of the project. The project will be designed to meet the FEMA requirements for construction in the floodway.

(c) This project implements or meets a Safe Routes to School (SRTS) non-infrastructure educational, encouragement or safety program project/need and is supported by the SRTS Coordinator. **3 pts.**

- ☒ Yes, a TAP funded SRTS Coordinator provided a letter of support See attached letter from Professor Helen Brown of the University Idaho in Attachment B.
- ☐ No
- ☐ Not Applicable

2. Property Ownership and Acquisition Information (Pass/Fail)

Applications that indicate a No response is cause for finding application ineligible.

(a) Has all of the property needed for the project construction been acquired? (select one)

- ☐ Yes On the west side of U.S. 95, the Gritman Medical Center Board of Directors has agreed to donate the land necessary for the construction of underpass and associated pathway in exchange for the removal of the prior U.S. 95 bridge structure that is currently located upon the prior vacated right-of-way which Gritman obtained through a land exchange, along with the construction of the sidewalks that are proposed within the project. The boundary of the Gritman donation parcel is conditioned upon the City securing the TAP Grant.
- ☒ No, Property must still be acquired for the project construction.
- ☐ Not Applicable

(b) Have all necessary easements or access agreements been acquired for the project? (select one)

- ☐ Yes On the east side of U.S. 95, an expansion to the existing pedestrian pathway easement will be required from Campus Moscow Property and will be located over the creek channel and extend approximately 200 feet to the east. The easement has been surveyed, legal description has been prepared and the easement document has been transmitted to the owner for execution.
- ☒ No
- ☐ Not Applicable

If no, describe how and when the easement or access agreement will be acquired. Note: the application must include a commitment letter by the current property owner indicating an easement or access agreement is under development and will be granted. Applications that indicate a No response and do not include a commitment letter by the current property owner will be deemed incomplete. (Maximum 500 Characters)

The University of Idaho has previously granted the City a pedestrian pathway easement across their campus for the portion of the Paradise Pathway that traverses the University of Idaho. That easement is described by a map that documents the approximate centerline of the pathway and will require a very minor exhibit update to include the new pathway connection at Sweet Avenue.

See Attachment N - A map showing locations of property and easements listed above.

See Attachment N - An email from the CEO of Gritman Medical Center confirming the property donation described above.

(c) Projects proposing to build facilities along or through railroad right-of-way must include evidence from the railroad granting a right of entry or an executed encroachment permit. Has the railroad granted a right of entry or executed an encroachment agreement? (select one)

- ☐ Yes
- ☐ No
- ☒ Not Applicable

If no, describe how and when the agreement will be executed. Note: the application must include a commitment letter by the railroad that a right of entry or an executed encroachment agreement is under development and will be granted. Applications that indicate a No response and do not include a commitment letter from the railroad will be deemed incomplete. (Maximum 500 Characters)

3. Financial Readiness (15 pts)

(a) Is the proposed project in a Transportation Plan? **2 pts.**

- ☒ Yes, by: Page 470
☐ No
☐ Not Applicable

(b) If project is in a Transportation Plan, is the plan current (updated and/or re-adopted within last 5 years)? **2 pts.**

- ☒ Yes, date of last update 2014 - Due to staffing changes this past year the City was not able to schedule an update to the "Moscow on the Move Transportation Plan". However, we are planning to submit an application in December 2021 to LHTAC to do a plan update.
☐ No
☐ Not Applicable

(c) Does your community have a written bicycle/pedestrian transportation plan, either as part of an overall transportation plan or a standalone? **2 pts.**

- ☒ Yes, this project implement this plan by: Yes it is included in the current Transportation Plan.
☐ No
☐ Not Applicable A new Bike Route and Facilities Plan was updated in 2016 and is shown in Attachment P.

(d) Do you have a written commitment to bring this project forward for approval of funds at a town meeting, through capital reserves funds, through inclusion in a capital improvement program/plan or any other available funds? **2 pts.** See Attachment Q - Daily News Article - Moscow to apply for a grant

- ☒ Yes Yes, see attached letter from the City Supervisor in Attachment C. The action was previously recommended for approval by the Public Works/Finance Committee January 27, 2020. The ratification of this recommendation will be confirmed by the City Council on February 3, 2020.
☐ No
☐ Not Applicable

(e) Are the funds appropriated or programmed to be appropriated in an adopted budget? **2 pts.**

- ☒ Yes Yes, this project is included in the Capital Improvement Plan for design in 2022 and construction in 2023.
☐ No
☐ Not Applicable

(f) Please provide the details for (a)-(f) and provide details on the available financial management practices and accounting software used for this project. **5 pts.**

The City of Moscow's budget is a very involved process that includes our community. The officials elected by citizens set goals, to the staff who take pride in protecting our community's investment. The budget process begins in January to prepare a new budget for the upcoming fiscal year on October 1. Budget research and background for the budgeting process include the biennial citizen survey, long-range planning documents, and the Council's annual goals. Departments develop a draft proposal of budgets based on all that information which are presented to the City Supervisor to refine until the budget is balanced. The Mayor then reviews the balanced draft budget and makes changes and after it is balanced and contains a solid attempt at achieving the mission, goals and long-range plans identified by the community. Next steps include the public hearing process which allows for the public to review and provide input on the budget document. Once the budget passes through the public hearing phase, the document is adopted for implementation in the upcoming year.

The City of Moscow has received the Government Finance Officers Certificate of Achievement for Excellence in Financial Reporting for a Comprehensive Annual Financial Report for the past 15+ years. The City also employs a full-time Grants Manager who writes and administers all of the city grants. She has 20+ years in this field and also manages the preparation of the Schedule of Expenditures of Federal Awards under Single Audit requirements of OMB A-133.

4. Mobility (20pts)

(a) Check the following connections that this project provides (within .25 miles of route): **1/2 pts ea**

- | | | |
|---|--|--|
| ☐ Residential to Retail/Dining | ☐ Residential to Recreation | ☐ Residential to Employment |
| ☐ Residential to Education | ☐ Employment to Recreation | ☐ Employment to Education |
| ☐ Employment to Retail/Dining | ☐ Recreation to Retail/Dining | |

(b) Does the project provide a new connection? **4 pts.**

- ☐ Yes
☐ No

See Attachment P - City of Moscow Bike Facilities Route Map showing connections throughout the City to and from the project location.

(c) Does the project fill a sidewalk or pathway gap? **4 pts.**

- ☐ Yes
☐ No

See Attachment R - City of Moscow Paradise Path System Conceptual Master Plan.

(d) Will the project increase walking and biking trips after project completed? **4 pts.**

- ☐ Yes
☐ No

(e) Briefly describe the improvements to mobility outlined in (a)-(g): **4 pts.**

This new underpass will provide a new connection and fill a gap in the existing Paradise Path system, a non-motorized linear park/path system which travels throughout Moscow from the city limits on the east side meeting Latah Trail and traversing throughout areas of residential, retail, parks/recreation areas, several schools including the University of Idaho, to the west side of the city limits connecting to the Chipman Trail to Pullman Washington. This underpass connection provides a safe motor vehicle free crossing at one of the busiest and most populated areas of Moscow where Hwy 95 & 8 converge with entrances to the University campus, medical and motor business areas and also connections to downtown Moscow. This new non-motorized connection in the pathway system will increase walking and biking trips as people will not need to merge with or cross highway traffic at congested intersections to travel to their destinations. It will create a safe route for pedestrian and bicyclists of all ages, from the east side to the west side of Moscow.

The proposed underpass will be centrally located adjacent to the entrance of the University of Idaho Campus and within a block from Gritman Medical Center where many medical classes are held for students. Downtown Moscow is located two blocks north of Gritman and less than a .25 mile from the project area. Downtown Moscow is comprised of residential apartments, coop grocery store, coffee shops, shopping, dining, movie theatre, gym, banks, a liberal arts college, post office, fire station, police station and other municipal offices.

See Attachments P & R showing the routes discussed above.

5. Safety (20 pts)

(a) Does the project provide a safety improvement? **3 pts.**

☒ Yes

☐ No

(b) The safety improvements apply to (check all that apply): **3 pts.**

- ☒ Bicyclists See Attachment T - City of Moscow Safe Routes to School Map showing the locations of the Moscow schools and the University of Idaho in relationship to the project area.
- ☒ Pedestrians See Attachment U - SMART Transit Fixed Route Public Transportation Bus Schedule and Routes Maps. SMART is located in the Intermodal Transit Center within a block of the project location providing a direct connect for transit riders who walk and/rise bike to then transfer to the bus.
- ☒ Children
- ☒ Elderly

☒ People with Disabilities

☒ Others Yes - Vehicular, in that the underpass connection provides a route that allows users to not have to travel across three busy intersection and will be able to go under the highway to continue on a non-motorized route.

(c) Will the project enhance awareness of cyclists and pedestrians outside the project limits? **3 pts.**

☒ Yes

☐ No

(d) Is the project within two miles of a school and provide a safe connection between a residential community, the school, library, park, after-school activities, et cetera? **3 pts.**

☒ Yes Yes, see Attachments P and T, Safe Routes to School and bike route maps.

☐ No

(e) If a traffic safety issue has been identified in direct connection with this proposed project and proposed project location, are the applicants and/or their community based law enforcement partners already working with the ITD Office of Highway Safety (OHS) traffic safety grant programs (5pt), planning to work with OHS (3pt) or No/Not applicable (0 pt)? Please identify the primary contact at OHS. **3-5 pts.**

- ☒ Yes, already working with OHS Contact Lisa Losness, Grant Contracts Officer, ITD-OHS
See Attachment V, an email from Ms. Losness stating the Moscow Police Department has participated in motorist, pedestrian, and child safety programs sponsored by OHS on an annual basis for many years.
- ☐ Yes, planning work with OHS Contact _____
- ☐ No/Not Applicable

(f) Please describe the details of the safety improvements: **3 pts.**

The new underpass will allow pedestrian and bicyclists to travel underneath US Hwy. 95 without using the existing crosswalks where Hy 95 and 8 converge with Main Street near the south entrance of the UI campus. The large multi-lane intersection has crosswalks crossing 5 lanes of traffic including two merging turning lanes. These two highways are used by all statewide travelers which have to drive through the heart of downtown Moscow and begin to exit the city at the intersection of the proposed project. There is no commercial bypass to this route so all travelers including cars, trucks (semi, logging, chip, long-haul transport, etc.) going east to Troy, west to Pullman, south to Lewiston, north to Coeur d'Alene travel through the intersection adjacent to the proposed underpass project.

6. Economic Opportunity (10 pts)

- (a) The project improve economic opportunity by bringing more people to businesses. **2 pts.**

☒ Yes

☐ No (If no, the following answers are not needed to be completed)

- (b) The project provides a NEW connection to small businesses. **2pts.**

☒ Yes

☐ No

- (c) The project close a gap in existing walking and biking infrastructure to improve usability in a downtown, revitalization or business district. **3 pts.**

☒ Yes

☐ No

See Attachments Y - Demographic
Profile for the project area and excerpts
from the Moscow on the Move
Transportation Plan.

- (d) Please give details that substantiate answers (a)-(g): **3 pts.**

The "Visit Moscow, Idaho" map (see Attachment W) created by the Moscow Chamber of Commerce, is a list and number coded Map Key = See & Explore, East & Drink, Stay & Play, and Meet & Plan locations in Moscow. The map also shows Paradise Path in black with bicycles. The location where Jackson, Main and Washington converge at the Wren Welcome Garden is adjacent to the proposed underpass location which will provide a new direct connection and close a gap in the existing pathway system. This new connection provides direct access to downtown Moscow and other commercial areas throughout the City.

The Moscow Urban Renewal Agency (Agency) promotes and supports projects that achieve sustainable economic growth, vitality, and enhances the community. The proposed underpass project is located in Legacy Crossing Urban Renewal District created by the Agency in June 2009. Legacy Crossing is 163 acres and includes a majority of the blighted and underutilized properties located between Moscow's downtown and the University of Idaho. The goal of the Agency is to spur rapid land use transition of properties from the former agricultural and/or industrial uses to new uses with economic vibrancy adding to the quality of civic life and improving public safety of citizens and visitors. The Agency has committed to funding 50% of the matching funds in collaboration with the City of Moscow (see Attachments C).

The Agency participates financially in public infrastructure and environmental remediation to support development in Moscow. The continued utilization of public-private partnerships provides the resources necessary to redevelop the Legacy Crossing District into a vibrant, attractive, safe, mixed use neighborhood attracting local residents and those throughout the region in addition to tourists. The Agency's Strategic Plan is accompanied by a capital improvement plan which lists public infrastructure investments over the next five years and this proposed project is listed in the plan. The Agency is committed to also completing an existing sidewalk gap leading to the underpass during the construction as stated in Attachment M, Email from the CEO of Gritman Medical Center. As a point of reference, Legacy Crossing was established in 2008 at which time it was valued at \$47.8 million and in 2015 the value had increased to \$56.3 million which is an example of the growth in this renewal district highlighting a need for safe, non-motorized transportation connections such as this project.

This project is also supported by the downtown business district and other businesses throughout the City of Moscow as outlined in the support letter (Attachment X) from the Executive Director of the Moscow Chamber of Commerce. The Partnership for Economic Prosperity (PEP) whose intent is to bring business, government, education and community leadership together for the purpose of strengthening the Latah County economy has also provided a letter of support in Attachment X.

Project Schedule

Instructions: * Provide a project schedule showing critical project milestones and logical time lines for design and/or construction activities. A copy of the base schedule format can be found at <http://itd.idaho.gov/ContractingServices/TAP/default.htm>

TAP Coordinator Endorsement *(Infrastructure projects only)*

See list below for contact information. To find the district in which your project is located, use the ITD map located at <http://itd.idaho.gov/>. Select District or LHTAC TAP Coordinator:

- ☐ District 1 (North Idaho): Greg Brands, (208) 772-1274
- ☒ District 2 (North-Central Idaho): Ken Helm, (208) 799-4223
- ☐ District 3 (Southwest Idaho): Aaron Bauges, (208) 334-8964
- ☐ District 4 (South-Central Idaho): Adrienne Woods, (208) 886-7841
- ☐ District 5 (Southeast Idaho): Melodie Halstead, (208) 239-3370
- ☐ District 6 (East Idaho): Mark Layton, (208) 745-5626
- ☐ LHTAC (Statewide): Amanda LaMott, (208) 344-0565

Please include as an attachment the documentation of District Coordination provided by the applicable District or LHTAC TAP Coordinator.

Metropolitan Planning Organization (MPO) Coordination

If a proposed project is located within a Metropolitan Planning Organization (MPO) boundary, the project applicant should coordinate with the MPO to have the proposed project reviewed and approved by the MPO. The MPO will require that the proposed project within their boundary be identified through their planning process and be consistent with their long-range transportation plan. Contact the appropriate MPO prior to submitting the application for more information and specific requirements designated by the affected MPO. A list of our MPO partners can be found at <https://itd.idaho.gov/funding/?target=advisory-boards>. As part of the application, if the project falls within an MPO boundary, provide a letter of support from the MPO.

Is the proposed project within an MPO boundary?

- ☐ Yes
☐ No
☒ Not Applicable

If yes, has the proposed project been identified as part of the MPO planning process or is in any MPO planning document like a Long Range Transportation Plan or Bicycle and Pedestrian Transportation Plan?

- ☐ Yes ☐ No

Does the MPO support the proposed project?

If proposed project is not within an MPO boundary, mark Not Applicable.

- ☐ Yes ☐ No ☒ Not Applicable

Select MPO area:

If proposed project is not within an MPO boundary, mark Not Applicable.

- ☐ Bannock Planning Organization (BPO)
☐ Bonneville Metropolitan Planning Organization (BMPO)
☐ Community Planning Association of Southwest Idaho (COMPASS)
☐ Kootenai Metropolitan Planning Organization (KMPO)
☐ Lewis-Clark Valley Metropolitan Planning Organization (LCVMPO)
☒ Not Applicable

Attachments

The following attachments are to be completed and submitted with the application:

- ☐ Detailed Project Cost Estimate (Infrastructure) Project Budget (Non-infrastructure)
- ☐ Letters of Support (Minimum Local Government or Facility Owner, additional encouraged)
- ☐ Match Commitment
- ☐ Project Delivery Schedule
- ☐ District Coordination Letter

Additional Attachments

Question 1 – Project/Program Elements

- ☐ Site Map – Project Location
- ☐ Project Site Photos
- ☐ Environmental Screening (ITD-1983)
- ☐ site checklist

Question 2 – Property Ownership

- ☐ Right-of-Way Certificate
- ☐ Other

Question 3 – Financial Readiness

- ☐ Other

Question 4 – Mobility

- ☐ Site Map of connections labeling Land Use Types
- ☐ Documentation on capacity/trip induction

Question 5 – Safety

- ☐ Documentation
- ☐ Other

Question 6 – Economic Opportunity

- ☐ Site Map showing location of small businesses in relation to the project
- ☐ Letters of Support from Local Businesses
- ☐ Other

Question 7 – Bicycle and/or Pedestrian Count Data

Site Map of area(s) where counts have been conducted

If data has been collected over time, please provide all data selected intersections and streets throughout Moscow to locations during peak hours of 7-9 am and 4-6 pm. The initial report completed in 2011 included in Attachment Z. Unfortunately, through the transition of staff changing and different volunteers we were unable to locate the files for more recent studies.

The City of Moscow's Active Living Task Force conducted an "I Count Survey" using volunteers to count

the number of pedestrian and bicyclists



Project Cost Summary Sheet

Attachment A

ITD 1150 (Rev. 06-17)

itd.idaho.gov

Round Estimates to Nearest \$1,000

Key Number	Project Number	Date	
TBD	South Main Pedestrian Underpass Project, Moscow, Idaho	11/8/2019	
Location		District	
South Main		2	
Segment Code	Begin Mile Post	End Mile Post	Length in Miles

	Previous ITD 1150	Initial or Revise To
1a. Preliminary Engineering (PE)		\$30,000
1b. Preliminary Engineering by Consultant (PEC)		\$98,000
2. Right-of-Way: Number of Parcels Number of Relocations		
3. Utility Adjustments: ☐ Work ☐ Materials ☐ By State ☐ By Others		
4. Earthwork		\$143,000
5. Drainage and Minor Structures		\$8,000
6. Pavement and Base		\$38,000
7. Railroad Crossing:		
Grade/Separation Structure _____		
At-Grade Signals ☐ Yes ☐ No		
8. Bridges/Grade Separation Structures:		
☐ New Structure Length/Width _____		
Location _____		
☐ Repair/Widening/Rehabilitation Length/Width _____		
Location _____		
9. Traffic Items (Delineators, Signing, Channelization, Lighting, and Signals)		\$11,000
10. Temporary Traffic Control (Sign, Pavement Markings, Flagging, and Traffic Separation)		\$24,000
11. Detours		
12. Landscaping		
13. Mitigation Measures		\$43,000
14. Other Items (Roadside Development, Guardrail, Fencing, Sidewalks, Curb and Gutter, C.S.S. Items)		\$327,000
15. Cost of Constructions (Items 3 through 14)		\$594,000
16. Mobilization % of Item 15		\$59,000
17. Construction Engineer and Contingencies % of Items 15 and 16		\$226,000
18. Total Construction Cost (15 + 16 + 17)		\$879,000
19. Total Project Cost (1 + 2 + 18)		\$1,007,000
20. Project Cost Per Mile		

Prepared By:

Nate Suhr & Bill Belknap

TAP: Project Estimating Worksheet (Infrastructure)

Project Name: Moscow US 95 Pedestrian Underpass Project

Instructions:

- * Only input information in grey shaded areas below only.
- * Enter 0 in the percentages column if not seeking federal participation.
- * For infrastructure projects, the maximum federal funding is \$500,000.00.
- * Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.
- * The minimum local match amount is 7.34% of total project cost.
- * Local match is limited to cash only. In-kind contributions are not eligible.
- * Initial sponsor cash match payment is due prior to execution of the State and Local Agreement and counts towards the local cash match. (See amount below)

Infrastructure Project		Proposed Funding Match Rates		Local		Federal	
		Match Rates		50.35%		49.65%	
Phase Code	Description (Include amounts for federal-aid items only)	Total Project Cost Percentage	Project Totals	Proposed Local Match Percentage	Local Cash Match	Proposed Federal Percentage	Federal Amount Requested
CN	Preliminary Construction Estimate (PCE) (Construction cost only)		\$653,199.60		\$328,886.00		\$324,313.60
CN	Construction Contingency 20% of PCE (Quantity overruns, change orders)		\$130,639.92		\$65,777.20		\$64,862.72
CE	Construction Engineering - Construction ITD construction admin. Expenses minimum \$4,500 (3% - 10% of PCE depending on the complexity of the project)		\$10,000.00		\$5,035.00		\$4,965.00
CL	Construction Engineering - Construction LHTAC construction admin. Expenses minimum \$10,000 depending on the complexity of the project		\$0.00	50.35%	\$0.00	49.65%	\$0.00
CC	Consultant Construction Inspection (Consultant) 5% - 20% of PCE or \$30,000 minimum (Consultants shall be selected through ITD established procedures)		\$65,319.96		\$32,888.60		\$32,431.36
PE	Preliminary Engineering - ITD Design ITD Expenses minimum \$4,500 (3% - 10% of PCE depending on the complexity of the project)		\$10,000.00		\$5,035.00		\$4,965.00
PL	Preliminary Engineering - LHTAC Design Expenses: \$10,000		\$0.00		\$0.00		\$0.00
PC	Preliminary Engineering - Consultant design Expenses: \$30,000 - \$90,000 (Approximately 5% - 30% of PCE based on complexity of project design)		\$137,171.92		\$69,066.06		\$68,105.86
Total Estimate (Infrastructure):			\$1,006,331.40		\$506,687.86		\$499,643.54

Total Project Estimate	Total Local Match	Total Federal Match
\$1,006,331.90	\$506,687.86	\$499,643.54
Meets maximum federal limit for infrastructure.		

Initial cash match payment (10% of Total Local Match, \$3,500 minimum): \$50,668.79

Activity	Funding Year	
	Fiscal Year (Option 1)	Fiscal Year (Option 2)
Design	2022	2023
Construction	2023	2024

* In this section, indicate the fiscal years in which the project will be designed and constructed. Design activities should occur one year prior to construction. For scheduling flexibility, provide two options.

Fiscal Year - The fiscal year is the accounting period for the federal government which begins on October 1 and ends on September 30. The fiscal year is designated by the calendar year in which it ends; for example, fiscal year 2016 begins on October 1, 2015 and ends on September 30, 2016.



Moscow School District #281

650 N. Cleveland St. Moscow, ID 83843 (208) 882-1120 fax (208) 883-4440 www.msd281.org

Dr. Gregory J. Bailey, Superintendent

Carrie Brooks, Curriculum Director
Jennifer Johnson, Business Manager

Charlie Gerke, Operations Director
Shannon Richards, Special Services Director

Administration
650 N. Cleveland
Moscow, ID 83843
208.882.1120
FAX: 208.883.4440

Moscow High School
402 E. Fifth Street
Moscow, ID 83843
208.882.2591
FAX: 208.892.1136

Moscow Middle School
1410 East D Street
Moscow, ID 83843
208.882.3577
FAX: 208.892.1182

Lena Whitmore Elementary
110 S. Blaine
Moscow, ID 83843
208.882.2621
FAX: 208.892.1202

A.B. McDonald Elementary
2323 East D Street
Moscow, ID 83843
208.882.0228
FAX: 208.892.1216

J. Russell Elementary
119 N. Adams
Moscow, ID 83843
208.882.2715
FAX: 208.892.1241

West Park Elementary
510 Home Street
Moscow, ID 83843
208.882.2714
FAX: 208.892.1259

Paradise Creek Regional High School
1314 S. Main Moscow,
ID 83843
208.882.3687
FAX: 208.882.6815

Support Services Facility
FAX: 208.892.1265
Location:
2245 White Avenue
Facilities
208.892.1129
Food Service
208.892.1123
Transportation
208.882.3933

January 28, 2020

Brian Ness, Director
Bill Moad, Chairman
Idaho Department of Transportation
PO Box 7129
Boise, ID 83707-1129

Dear Director Ness and Chairman Moad,

The Moscow School District strongly supports the City of Moscow's Transportation Alternatives Program (TAP) application for the proposed U.S. Highway 95 Pedestrian Underpass Project. The proposed underpass would provide a significantly safer and more convenient crossing of U.S. Highway 95 for all pedestrians and cyclists within the area, which includes students of the Moscow School District.

The Moscow School District strives to provide safe access to the District's facilities and to encourage walking and biking to school through our partnership with the Safe Routes to School Program, our local program coordinators at the University of Idaho, and numerous district-wide events that are conducted each year. The Moscow School District's Paradise Creek Regional High School is located approximately 1,200 feet from the proposed underpass location, and students of the School commonly use the Paradise Pathway as a safe and convenient means of access by foot or bike. The proposed pedestrian underpass would greatly enhance our students' safety by eliminating the need to cross the six lanes of U.S. Highway 95 currently present at the Sweet Avenue intersection crossing.

The Moscow School District strongly supports the approval and funding of this important community project and the enhanced safety it will provide to the students of the Moscow School District.

Sincerely,


Gregory J. Bailey, PhD
Superintendent
Moscow School District



**COLLEGE OF EDUCATION, HEALTH
AND HUMAN SCIENCES**

Department of Movement Sciences
875 Perimeter Drive MS 2401
Moscow ID 83844-2401

208.885.7921
movementsciences@uidaho.edu
uidaho.edu/ed/mvsc

January 21, 2020

Brian Ness, Director and Bill Moad, Chairman
Idaho Department of Transportation
PO Box 7129
Boise, ID 83707-1129

Re: Transportation Alternatives Program (TAP) 2020 Funding Application
Letter of Support for City of Moscow

Dear Director Ness and Chairman Moad,

The University of Idaho (UI) Movement Sciences Department has collaborated with the City of Moscow since 2007 on multiple Safe Routes to School grants and projects. We are pleased to write this letter to continue our support for the City's proposed U.S. Hwy. 95 Pedestrian Underpass Project for the 2020 TAP funding request.

The proposed underpass project will offer a much safer crossing on U.S. Highway 95 for all Paradise Path users and pedestrians, including students of all ages. This intersection is one of the highest travel areas in Moscow because of the merging three-way intersection with double lanes of traffic. The project will greatly increase pedestrian and bicyclists safety by decreasing crossing conflicts at the current intersection near Sweet Avenue on US Hwy. 95 South. The combination of traffic, pedestrians, and bicyclists creates an unsafe congested area especially during high traffic volume times.

This proposed plan will also create an underpass using existing bridge infrastructure for a portion of the project to create a safe passage of travel for all users in addition to expanding the existing pathway system and provides alternate active travel routes that provide access to businesses, schools, recreation areas and other areas frequented by Moscow youth.

We strongly support the approval and funding of this new safe travel route to continue creating a safer non-motorized system in a highly traveled area. We look forward to promoting this project and continuing the collaboration with the City with the support of TAP assistance.

Sincerely,

A handwritten signature in black ink that reads "Helen Brown".

Helen Brown
Clinical Associate Professor, Movement Sciences
University of Idaho
helenb@uidaho.edu

**FACILITIES**

875 Perimeter Drive MS 2281
Moscow ID 83844-2281

208-885-6246
208-855-5748 [FAX]
facilities@uidaho.edu

January 30, 2020

Brian Ness, Director
Bill Moad, Chairman
Idaho Department of Transportation
PO Box 7129
Boise, ID 83707-1129

Re: City of Moscow – Underpass Funding Request – Letter of Support

Dear Director Ness and Chairman Moad,

The University of Idaho strongly supports the City of Moscow's proposed U.S. Highway 95 Pedestrian Underpass Project funding request to the Transportation Alternatives Program (TAP) grant application. The proposed underpass would provide a significantly safer and more convenient crossing of U.S. Highway 95 for all pedestrians and cyclists within the area, which includes students and staff of the University of Idaho (UI).

The UI Campus is located adjacent to the proposed underpass, and our goal is to provide safe access to our facilities and encourage walking and biking to classes and living centers. The Paradise Pathway is commonly used by UI students and staff as a safe and convenient means of walking and cycling, and the proposed pedestrian underpass would greatly enhance safety by eliminating the need to cross the six-lanes of U.S. Highway 95 currently present at the Sweet Avenue intersection crossing.

We strongly support the approval and funding of this new safe travel route to continue creating a safer non-motorized system in a highly traveled area near campus. We look forward to promoting this project and continuing the collaboration with the City with the support of TAP assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Johnson', with a long horizontal line extending to the right.

Brian Johnson
Assistant Vice President, Facilities



Heart of the Arts

Transportation Commission

A Volunteer Commission
of the City of Moscow

Bill Belknap
Staff Liaison

Gary J. Riedner
City Supervisor

Regular Meeting Time:
Second Thursdays
of the month
4:00 p.m.

Council Chambers
at City Hall

Please check with City Hall
to confirm meeting times or
to volunteer for this or
other City Commissions

Transportation Commission
c/o Bill Belknap
P.O. Box 9203
Moscow, ID 83843-1703
Website: www.ci.moscow.id.us

City Hall
206 East 3rd Street
Phone (208) 883-7000
Fax (208) 883-7018

Hearing Impaired (208) 883-7019

January 14, 2020

Brian Ness, Director
Bill Moad, Chairman
Idaho Transportation Department
PO Box 7129
Boise, ID 83707-1129

Dear Director Ness and Chairman Moad,

The City of Moscow Transportation Commission would like to take this opportunity to provide our strong support for the City of Moscow's proposed U.S. Highway 95 Pedestrian Underpass Project Transportation Alternatives Program (TAP) application. The proposed underpass would provide a significantly safer and more convenient crossing of U.S. Highway 95 for all Paradise Path users and pedestrians within the area. The proposed underpass would increase pedestrian safety by reducing pedestrian/cyclist conflicts at the current pathway crossing at Sweet Avenue and reduce vehicle delays on U.S. Highway 95 caused by pathway users.

The area surrounding this intersection includes a large number of multi-family dwellings, many of which are occupied by students attending the University of Idaho and who walk to campus on a daily basis, generating a high number of pedestrians in an intersection that also serves a major employee entrance point to University of Idaho campus. Currently, this combination of significant pedestrian and vehicular volumes during peak commuting hours creates an unsafe condition and contributes to significant intersection delays.

The proposed U.S. Highway 95 underpass would build upon the City's recently completed State Highway 8 pedestrian underpass project which also received TAP funding and has been well received by the community. Together, these underpass projects eliminate the two most significant roadway conflicts within the City's separated pathway system, enhancing pathway users' safety and experience and further promoting use of the pathway system as an alternative to motorized vehicle use in Moscow.

The Commission strongly encourages the approval and funding of this important project and looks forward to working with the Idaho Transportation Department and the Local Highway Technical Assistance Council on this and other future projects that enhance access and mobility for all users of the City's transportation system.

Sincerely,

Michael Kyte, Chairman
Moscow Transportation Commission

*City Commissions are advisory to the Mayor and City Council
and this communication does not represent the official position of the City of Moscow.*



January 28, 2020

Brian Ness, Director
 Bill Moad, Chairman
 Idaho Department of Transportation
 PO Box 7129
 Boise, ID 83707-1129

Dear Director Ness and Chairman Moad,

Regional Public Transportation dba SMART Transit is writing this letter in support of the City of Moscow's proposed US Highway 95 Pedestrian Underpass Project being submitted for the Transportation Alternatives Program (TAP) grant funding. The proposed underpass would provide a significantly safer and more convenient crossing of U.S. Highway 95 for all pedestrians and cyclists within the area. This includes students of the Moscow School District and the University of Idaho, which make up a significant portion of our public transit ridership.

SMART is located two blocks from the proposed underpass on the University campus at Sweet Avenue and Railroad Street. The proposed underpass will provide greater connectivity for pedestrians and bicyclists alike who travel to the Transit Center to board a bus. Many Moscow School District students ride SMART transit buses, which have bike racks, to get to school and other sports and afterschool activities. UI college students and staff also ride our public transit system to work and home with many traveling partway on their bikes, then boarding the bus. The underpass would greatly enhance pedestrian and bicyclist safety by eliminating the need to cross the six-lanes of U.S. Highway 95 traffic at the Sweet Avenue intersection crossing.

SMART Transit strongly supports the approval and funding of this important community project and the enhanced safety it will provide to all Moscow residents who choose to use non-motorized routes and public transit to travel throughout the City.

Sincerely,

Gina Taruscio, Board President



Heart of the Arts

Moscow Pathways Commission

A Volunteer Commission
of the City of Moscow

David Schott

Asst. Parks & Rec. Director
Staff Liaison

Gary J. Riedner

City Supervisor

Regular Meeting Time:
Second Tuesday
of the month
5:00 p.m.Mayor's Conference Room
of City HallPlease check with City Hall
to confirm meeting times or
to volunteer for this or
other City CommissionsMoscow Pathways Commission
c/o David Schott
P.O. Box 9203
Moscow, ID 83843-1703
Website: www.ci.moscow.id.usCity Hall
206 East 3rd Street
Phone (208) 863-7000
Fax (208) 863-7018

Hearing Impaired (208) 863-7019

January 14, 2020

Brian Ness, Director
Bill Moad, Chairman
Idaho Department of Transportation
PO Box 7129
Boise, ID 83707-1129

Dear Director Ness and Chairman Moad,

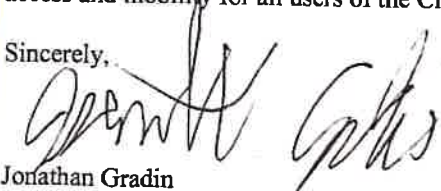
The City of Moscow Pathways Commission would like to take this opportunity to provide our strong support for the City of Moscow's proposed U.S. Highway 95 Pedestrian Underpass Project Transportation Alternatives Program (TAP) application. The proposed underpass would provide a significantly safer and more convenient crossing of U.S. Highway 95 for all Paradise Path users and pedestrians within the area. The proposed underpass would increase pedestrian safety by reducing pedestrian/cyclist conflicts at the current pathway crossing at Sweet Avenue and reduce vehicle delays on U.S. Highway 95 caused by pathway users.

The City of Moscow Pathways Commission is charged with the promotion and improvement of pathway systems in and around Moscow. Often one of the most challenging and intimidating aspects pathway users face is the interaction of pathways with significant roadways such as the U.S. Highway 95 six-lane roadway present at the current Sweet Avenue crossing. Elimination of these barriers will lead to expanded and enhanced use of the City's pathways system, especially by those concerned users who prefer the use of a separated pathway facility like the Paradise Path.

The proposed U.S. Highway 95 underpass would build upon the City's recently completed State Highway 8 pedestrian underpass project which also received TAP funding and has been well received by the community. Together, these two underpass projects will eliminate the two most significant roadway conflicts within the City's separated pathway system, enhancing pathway users' safety and experience and further promoting use of the pathway system as an alternative to motorized vehicle use in Moscow.

The Commission strongly encourages the approval and funding of this important project and looks forward to working with the Idaho Transportation Department and the Local Highway Technical Assistance Council on this and other future projects that enhance access and mobility for all users of the City's transportation system.

Sincerely,


Jonathan Gradin
Chair

*City Commissions are advisory to the Mayor and City Council
and this communication does not represent the official position of the City of Moscow.*



Heart of the Arts



Bill Lambert
Mayor

Brandy Sullivan
Council President

Art Bettge
Council Vice-President

Sandra Kelly
Council Member

Maureen Laflin
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member

Gary J. Riedner
City Supervisor



City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



January 30, 2020

Brian Ness, Director and Bill Moad, Chairman
Idaho Department of Transportation
PO Box 7129
Boise, ID 83707-1129

Re: Transportation Alternatives Program (TAP) 2020 Funding Application –
South Main Pedestrian Underpass – City Match Commitment Letter

Dear Director Ness and Chairman Moad,

The City of Moscow (City) has been working in conjunction with the Moscow Urban Renewal Agency (MURA) since 2017 to develop the South Main Pedestrian Underpass project on US Highway 95. The proposed project would build upon the City's recently completed State Highway 8 Pedestrian Underpass which also received TAP funding and has been well received by the Moscow community. The combined underpass projects will eliminate the two most significant roadway conflicts in the City's separated pathway system, Paradise Path, while enhancing user's safety and experience and providing an alternative to motorized vehicle use in Moscow.

The City is committed to providing connectivity and continuing infrastructure development which provides safe routes to pedestrians and bicyclist and eliminates conflict with vehicular traffic. Therefore, the City is now applying for the Transportation Alternatives Program (TAP) grant for funding to design and construct the underpass project with estimated total project costs of \$1,007,000 with the City requesting \$499,643 in grant funds. The City and the Moscow Urban Renewal Agency are both committed to providing the remaining funds of \$506,687 by each contributing 50% or \$253,343 in cash match. The City's match is included in the proposed Capital Improvement Plan for infrastructure development over the next five years.

I want to thank the Idaho Department of Transportation for this opportunity to apply for grant funds to continue constructing infrastructure that provides safe travel routes for the citizens of Moscow. The completion of this underpass project will significantly improve pedestrian safety in the project area and provide connectivity of non-motorized transportation routes throughout our City.

Sincerely,

Gary J. Riedner, JD, ICMA-CM
City Supervisor

griedner@ci.moscow.id.us



January 29, 2020

Brian Ness, Director and Bill Moad, Chairman
Idaho Transportation Department
PO Box 7129
Boise, ID 83707-1129

Re: Transportation Alternatives Program (TAP) 2020 Funding Application –
City of Moscow – South Main Pedestrian Underpass

Dear Director Ness and Chairman Moad,

The Moscow Urban Renewal Agency (MURA) has been working jointly with the City of Moscow (City) since 2017 in the preparation and development of the South Main Pedestrian Underpass. The project is located in the Legacy Crossing Urban Renewal District which was created in 2008 and covers 169 acres of blighted and underutilized properties between Moscow's downtown and the University of Idaho campus. The redevelopment of this area is a priority and therefore the MURA partnered with the City to solicit a proposal from Alta Science and Engineering to develop a concept design, hydraulic analysis, cost estimation, and wetland delineation to begin development of this project. This \$14,000 study was jointly funded by the City and the MURA.

The City is now applying for the Transportation Alternatives Program (TAP) grant for funding to design and construct this project with a total cost estimated at \$1,007,000 with the City requesting \$499,643 in TAP grant funds. The estimated local match is \$506,687 and the MURA is committed to providing 50% or \$253,343 as listed in Special Projects of the 2019-2023 Legacy Crossing District Capital Improvement Plan.

On behalf of the MURA, we want to thank the Idaho Transportation Department in advance for possible assistance in significantly improving the pedestrian connectivity and safety of Moscow residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve McGeehan".

Steve McGeehan, Chairman
Moscow Urban Renewal Agency

PO Box 9203
221 E Second Street
Moscow ID 83843
P: 208-883-7011
F: 208-883-7033
www.moscowura.com

CITY OF MOSCOW – 2020 TAP APPLICATION FOR THE US HWY. 95 UNDERPASS PROJECT

ADDITIONAL DATA – SUPPORTING INFORMATION

Benefits of a Pedestrian and Bicycle Underpasses – Non-Motorized Travel Route

Pedestrian underpasses allow for uninterrupted flow of pedestrian movement separate from traffic flow. A pedestrian underpass does not increase traffic congestion in either the near or the short term and have become preferable to lane reductions which have become increasingly problematic with population growth. Many pedestrians and bicyclists become part of the problem with using on-street crossings as they are not patient enough to wait until it is safe to cross. Completely removing pedestrians and bicycles from traffic flow removes these safety issues. An underpass provides a complete separation from motor vehicle traffic, provides a crossing where no other facility is available and is also a connection to trails and paths. Underpasses are significantly less expensive when built as part of a reconstruction project retrofitting and existing bridge system. Underpasses that are designed to feel open, well-lit, and safe are an attractive route to all users.

Excerpts from *Moscow on the Move* Transportation Plan – In Reference to the Underpass Project Area

Page 3-64 “A snapshot of Moscow’s Pedestrian environment” provided by using a Pedestrian Environment Quality Index (PEQI). The assessment was divided into two sections, street segment and intersection safety with indicators covering four broad pedestrian environmental categories to include Street Design, Land Use, and Intersection Safety for signalized and unsignalized locations. Scoring levels were defined as Excellent, Good, Adequate, Needs Improvement, and No Sidewalks/Uncomfortable. The last scoring level No Sidewalk/Uncomfortable is defined as the environment is not suitable for pedestrians or they may not feel comfortable using the particular street segment or intersection...pedestrian facilities are not designed for people with mobility impairments and may not be navigable by this user group. In the Key Findings shown in Figure 29 marks the Hwy. 95 and Hwy 8 intersection as “Uncomfortable.”

Page 4-37 Roadway & Traffic Operations Strategy future 2035 intersection performance and projects to improve below-standard intersections lists SH-8/US-95/Washington Street (South Couplet); US-95/Styner Avenue/Lauder Avenue; and SH-8/Styner Avenue/White Avenue. All three of these intersection locations are within .25 miles or less from the proposed underpass and traffic from these areas travel directly to the project location.

**Transportation Alternatives
Project Schedule**

Project Function	Year Quarter	2021				2022				2023			
		Jan- Mar	Apr- Jun	Jul- Sep	Oct- Dec	Jan- Mar	Apr- Jun	Jul- Sep	Oct- Dec	Jan- Mar	Apr- Jun	Jul- Sep	Oct- Dec
State/Local Agreement					X								
Obligate Design Funds					X								
Project Charter						X							
Environmental Evaluation						X							
Cultural Resources Evaluation						X							
Design Project							X						
Approval of plans, specifications & engineer's estimate								X					
Obligate Construction Funds									X				
Advertise & Award construction project										X			
Contract award										X			
Construct Project											X	X	
Project Completion													X



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Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 837 • Lewiston, ID 83501-0837
(208) 799-5090 • itd.idaho.gov

January 29, 2020

Ryan McDaniel
Idaho Department of Transportation
PO Box 7129
Boise, ID 83707-1129

Re: Transportation Alternatives Program (TAP) 2020 Funding Application – City of Moscow

Dear Mr. McDaniel;

The City began communicating with the ITD District 2 and Boise staff in November of 2018 about their proposed TAP project and provided concept design drawing for our review at that time. City staff has continued to update us as the project's development has continued.

The ITD District 2 staff has reviewed the City's draft grant application. Also, we conducted a site visit and inspection of the proposed project location. Therefore, we are providing our full support for their TAP funding request as stated in District TAP Coordinator Endorsement I executed on November 7, 2019.

Sincerely,

Kenneth G. Helm
Project Manager
ITD District Two

KGH:clz:\ADMIN\Paperless\Monthly Correspondence\2020\2020-01\01-29-20 TAP City of Moscow\01-29-20 TAP City of Moscow.docx

PRE-APPLICATION CHECKLIST

All questions contained in this checklist are for infrastructure projects only and are to be completed in collaboration with the District TAP Coordinator.

PART 1: QUESTIONS

Applicant: City of Moscow, Idaho

Project Name: South Main Pedestrian Underpass Project

Project Manager: Alisa Anderson, Grants Manager/ADA Coordinator or Bill Belknap, Deputy CS

Contact Information Email: aanderson@ci.moscow.id.us; Phone 208-883-7600 or bbelknap@ci.moscow.id.us 208-883-7011
for Project Manager:

Is the applicant an eligible sponsor? ☐ Yes ☐ No

Has the applicant previously completed a federal aid project? ☐ Yes ☐ No

Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements? ☒ Yes ☐ No

BICYCLE FACILITIES (IF APPLICABLE)**Bicycle Facility description**

☒ Shared use pathway ☐ Sharrow ☐ Striped bicycle lane ☐ Widened shoulder
☒ Other

Width of pathway, bicycle lane, shoulder, etc.:

10 feet

Length:

Distance from curb (for pathways):

Varies from 0 - 45 feet from curb depending on location

Materials used:

☒ Asphalt ☒ Concrete ☐ Other

Standards Used:

☐ AASHTO ☒ Idaho State Public Works Construction ☐ ITD ☒ Local

This project is:

☐ part of road widening ☐ part of an existing road

Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions?

If yes, explain:

☐ Yes ☐ No

What is the plan for maintaining the facility after construction is complete?

The City of Moscow, Park and Recreation/Public Works Departments will maintain the project.

Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:

☒ Yes ☐ No

PEDESTRIAN FACILITIES (IF APPLICABLE)**Pedestrian Facility description**

☐ Sidewalk ☐ Sidewalk with curb and gutter ☒ Pathway
☒ Other

Width of pathway, bicycle lane, shoulder, etc.:

10

Length:

710'

Distance from curb (for pathways):

Varies from 0 - 45 feet depending on location.

Materials used

☒ Asphalt ☒ Concrete ☐ Other

Number of curb ramps:

0

Standards Used:

☐ AASHTO ☒ Idaho State Public Works Construction ☐ ITD ☒ Local

This project is:

☐ part of road widening ☐ part of an existing road

Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions?

If yes, explain:

☐ Yes ☐ No

What is the plan for maintaining the facility after construction is complete? City of Moscow will maintain.

Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:	☒ Yes	☐ No
RIGHT-OF-WAY		
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired.	☐ Yes	☐ No
The necessary easements will be obtained prior to the final grant due date.		
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.	☐ Yes	☐ No
The necessary easements will be obtained prior to the final grant due date.		
ENVIRONMENTAL		
Is it apparent that the project will meet the environmental criteria for Categorical Exclusion?	☒ Yes	☐ No
Is it apparent that the proposed project will require extensive cultural clearance?	☐ Yes	☐ No
Is it apparent that supplemental environmental documentation will be required to support a Categorical Exclusion determination?	☐ Yes	☐ No
For example: ☐ Wetlands ☐ Endangered Species ☒ Other		
Is it apparent that the project will cause an adverse effect to environmental resources? If yes, explain:	☐ Yes	☐ No
Are there any permitting requirements for the project? If yes, explain:		
Corp of Engineers 404 Permit and IDWR Stream Alteration Permit - Joint Application		
UTILITIES		
Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.	☐ Yes	☐ No
IRRIGATION		
Is it apparent that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated.	☐ Yes	☐ No

PART 2: FORMS

- A. Environmental Screening Form
- B. Right-of-Way Certification
- C. TAP: Project Estimating Worksheet (used during application process to establish initial estimate)
- D. ITD-1150: Project Cost Summary Sheet (for infrastructure projects and used during development stage)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.
2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15%

would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

- E. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
- F. Has a traffic safety issue been identified in this project application? If so, knowing if the applicants and/or their community based law enforcement partners are already working with the ITD Office of Highway Safety (OHS) traffic safety grant programs. If so, please provide project Key Number and verify that the Scope of Work for that project is primarily connected with the area in the TAP application.
- G. Project Schedule (for infrastructure projects)

PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of \$10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.
2. Minimum wage requirements (**Davis-Bacon Act**) and anti-kickback requirements (**Copeland Act**) for construction contracts in excess of \$2,000. Records must be kept to show compliance.
3. No use of federal funds for lobbying, for construction contracts in excess of \$100,000.
4. National Environmental Policy Act (**NEPA**).
 - a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
 - i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
 - ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
 - iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
 - iv. Contact District Environmental Staff (listed at <http://itd.idaho.gov/enviro/District.Staff.htm>) for assistance with navigating the environmental review process.
5. Compliance with audit requirements:

- a. An entity expending \$500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
 - b. An entity whose annual budget (from all sources) exceeds \$250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
 - c. An entity whose annual budget (from all sources) exceeds \$100,000 but does not exceed \$250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
 - d. An entity whose annual budget (from all sources) exceeds \$50,000 but does not exceed \$100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
 - e. An entity whose annual budget (from all sources) does not exceed \$50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.
6. Compliance with **Americans with Disability Act** requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.
 7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

For the costs of a:	Use the principles in:
State, Local or Indian Tribal Government	2 CFR 225
Private, nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular	2 CFR 230
Educational institution	2 CFR 220
For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.
 8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.
 9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least \$500,000.00 per occurrence, and \$1,000,000.00 aggregate.

District TAP Coordinator Endorsement

According to the information provided by the sponsor and in this Site Checklist, the Idaho Transportation Department district office endorses this project as a potential TAP project candidate and would offer full support if project is selected.

Endorsement:

Shannon H. Baker
11/07/2019 2:27:31 PM

District TAP Coordinator

2

District

Date

Alisa J. Anderson

From: Bill Belknap
Sent: Monday, August 20, 2018 11:27 AM
To: Alisa J. Anderson
Subject: FW: [EXTERNAL] RE: South Main/US 95 pedestrian underpass

FYI

From: Jared Hopkins [mailto:Jared.Hopkins@itd.idaho.gov]
Sent: Monday, August 20, 2018 9:21 AM
To: Bill Belknap <bbelknap@ci.moscow.id.us>
Cc: Ken Helm <Ken.Helm@itd.idaho.gov>
Subject: RE: [EXTERNAL] RE: South Main/US 95 pedestrian underpass

Yes Bill. ITD is in support of this project

Jared

From: Bill Belknap [mailto:bbelknap@ci.moscow.id.us]
Sent: Thursday, August 16, 2018 10:22 AM
To: Jared Hopkins
Cc: Ken Helm
Subject: [EXTERNAL] RE: South Main/US 95 pedestrian underpass

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Jared, I was wondering if the permits committee had a chance to review this to determine if ITD would support our potential grant request?

Thank you,
Bill

From: Bill Belknap
Sent: Thursday, August 2, 2018 1:33 PM
To: jared.hopkins@itd.idaho.gov
Cc: Ken Helm (ken.helm@itd.idaho.gov) <ken.helm@itd.idaho.gov>
Subject: South Main/US 95 pedestrian underpass

Jared, it was great visiting with you and Ken and today. Attached is the sketch of the potential underpass project, along with the hydraulic assessment and wetland reports.

I will forward you the concept design drawings when I receive them which is expected by the end of this month. The concept sketches were just something that I prepared.

It would be helpful for us to understand if District 2 would be supportive of the project before we take any further steps. If D2 and Ken as the District TAP Coordinator are supportive of the project, I expect that we would get an archeological assessment completed and submitted to SHPO to get their opinion, below is their initial take on what their opinion would likely be.

Thanks,
Bill

Bill J. Belknap

Community Development Director, City of Moscow
Executive Director, Moscow Urban Renewal Agency
221 E. Second Street
Moscow, ID 83843
208.883.7011

From: Tricia Canaday <Tricia.Canaday@ishs.idaho.gov>
Sent: Wednesday, July 18, 2018 1:41 PM
To: Jamee Fiore <Jamee.Fiore@ishs.idaho.gov>; Michael Ray <mray@ci.moscow.id.us>
Cc: Matt Halitsky <Matt.Halitsky@ishs.idaho.gov>
Subject: Re: Bridge Question

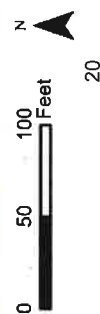
Hi Mike:

Just weighing in to add that, technically, it is the federal agency's responsibility to consult with our office - so whichever agency might be funding the project, or issuing a permit - and not you as the fund-receiver/permittee.

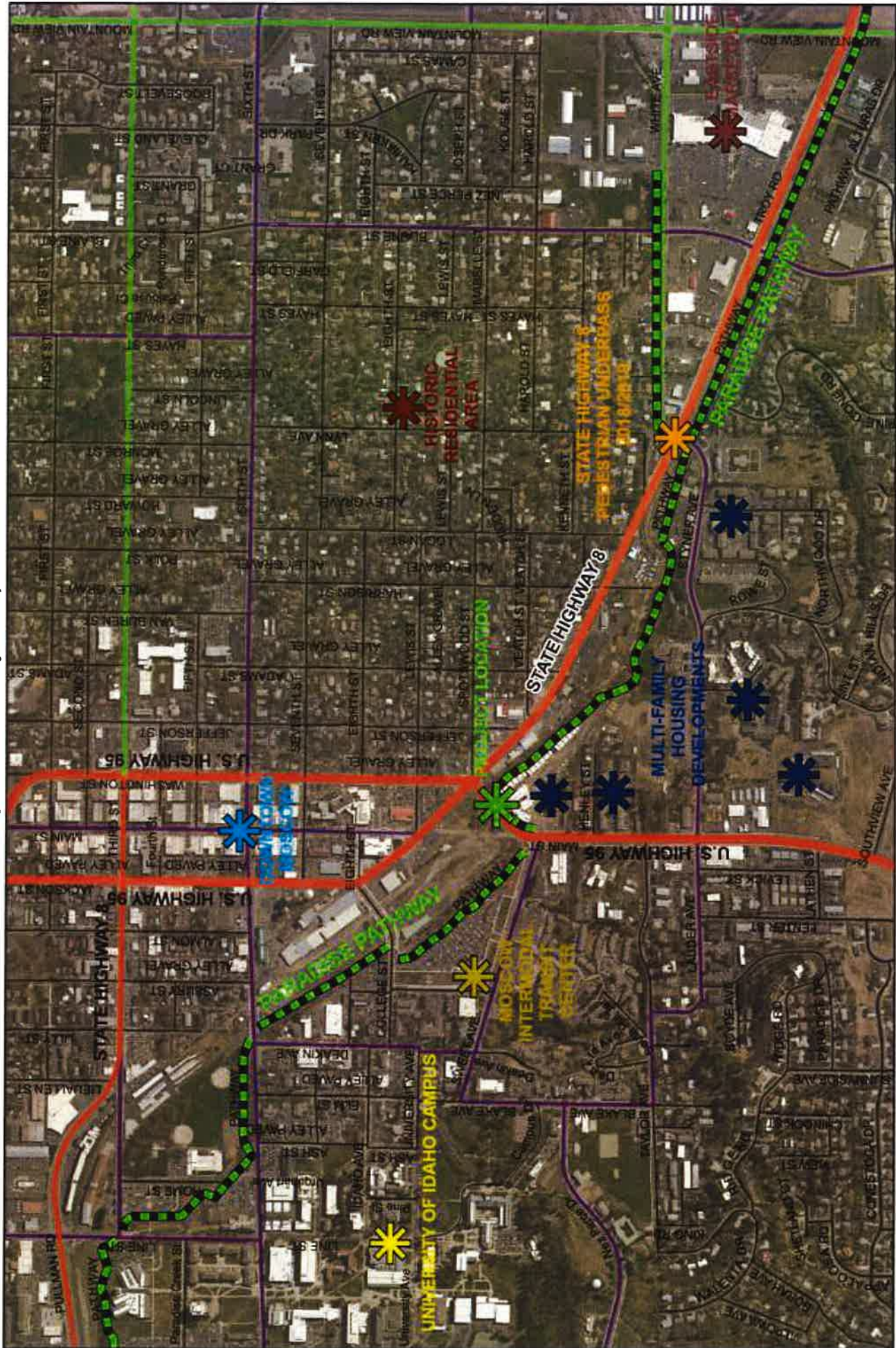
I'll further say that, while we would need more specific information about the bridge and the process would still need to be completed, given the fact that one of the bridge's sidewall's is missing, it has poor integrity and it's unlikely that we would have any concerns. But again, if there's federal involvement of any kind, you'll still need to go through the process and make sure all the ts are crossed, etc., etc.

tlc

Project Location Map



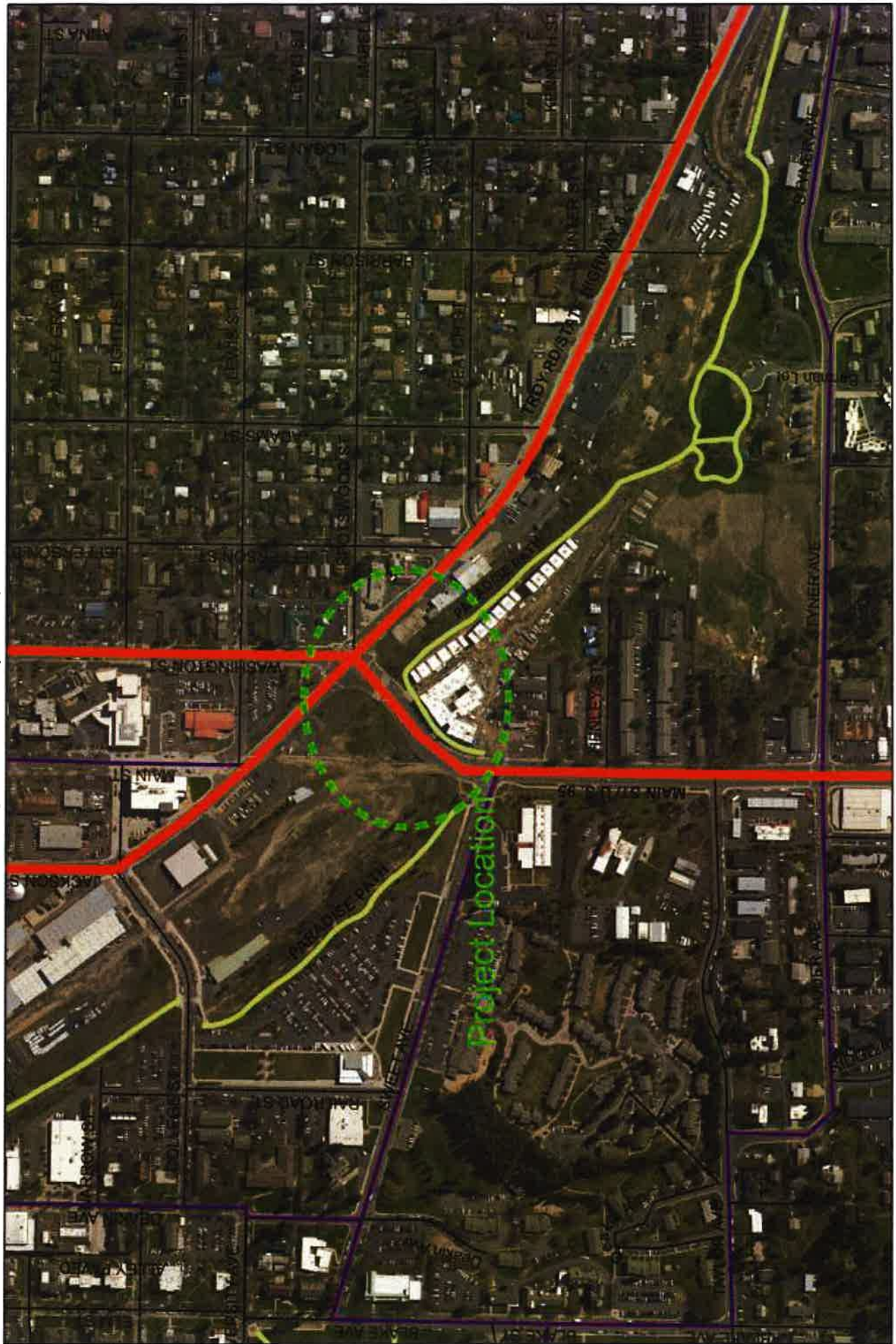
Project Mobility Map



Project Length Map



Project Vicinity Map



2020 TAP Projects Maps Overview



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Disclaimer: The Idaho Transportation Department (ITD) provides this information, including geographic data and any associated metadata "as is" without warranty of any kind, including but not limited to its completeness, fitness for a particular use, or accuracy of content, positional or otherwise. It is the sole responsibility of the user to determine the accuracy or usability of any information, data or metadata for his or her own purposes. In no event shall ITD have any liability whatsoever for damages of any kind arising out of the use of or reliance on the information, geographic data or metadata. In providing this information, data, metadata, or access to such, ITD assumes no obligation to assist the user in the use of such or in the development, use, or maintenance of any applications applied to or associated with such. Maps generated on December 9, 2019.

MAP 1: Topography

MAP 2: Satellite Imagery

MAP 3: 2020-2023 OTIS Projects-shows future ITD projects

MAP 4: Crashes and Schools- School data was used to create a 2-mile network radius around schools. Crashes were aggregated to each of these zones and then normalized by population.

MAP 5: EJ Screen Percent Low Income-Shows Census information indicating percent of the population classified low income by the EPA's EJSCREEN Tool.

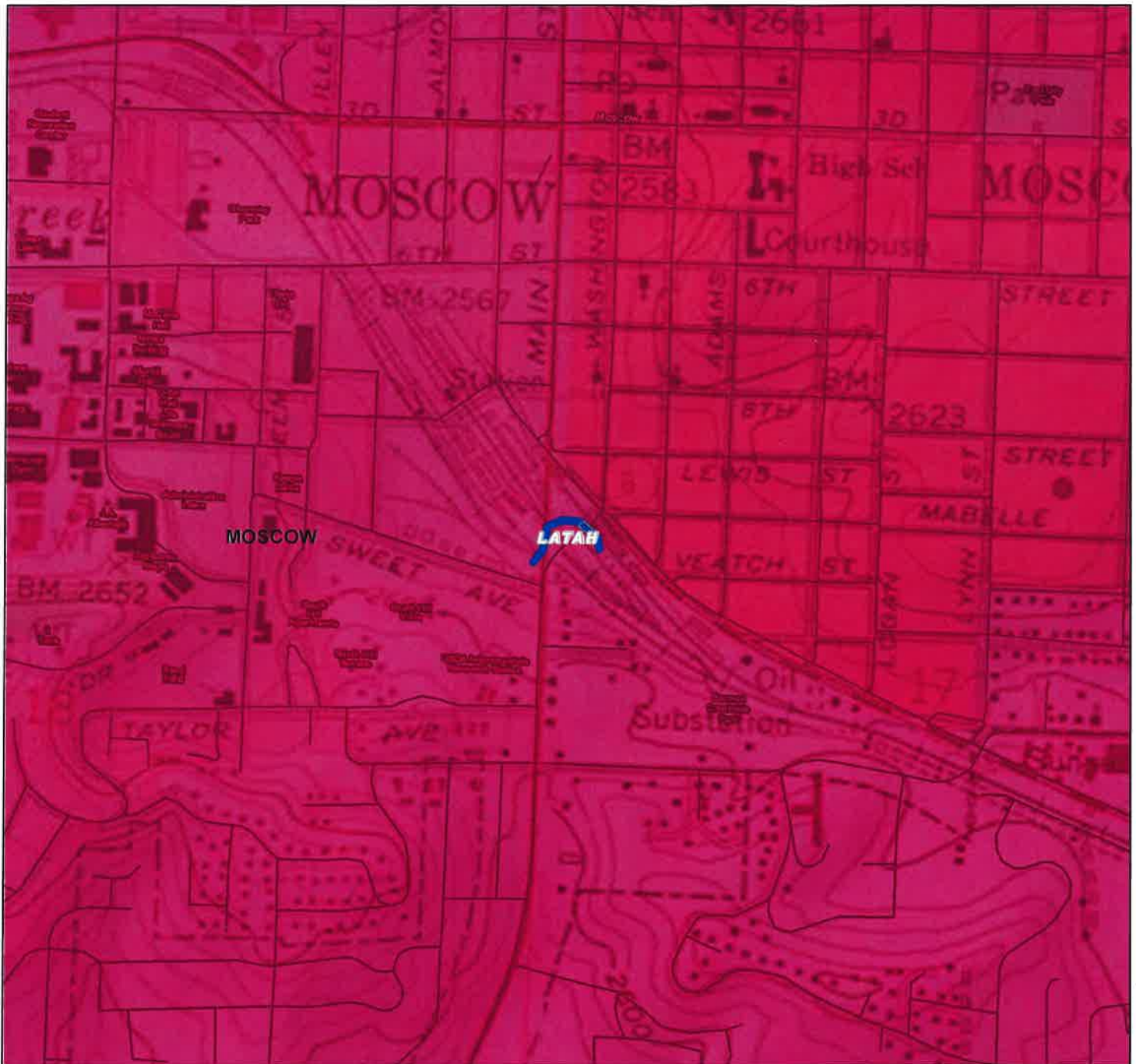
MAP 6: EJ Screen Percent Minority Population-Shows Census information indicating percent of the population classified as minority by the EPA's EJSCREEN Tool.

MAP 7: Flood Hazard Zones-Shows FEMA's Flood Hazard Zones

MAP 8: Environmental Factors- Shows Waste Sites from Idaho DEQ and Wetland Areas from the Nation Wetlands Inventory

2020 TAP Projects: USA Topography

City of Moscow - South Main Pedestrian Underpass



0 0.175 0.35 0.7 Miles

Legend



- TAP Area
- TAP Point
- TAP Lines



2020 TAP Projects: Aerial Imagery

City of Moscow - South Main Pedestrian Underpass



0 0.175 0.35 0.7 Miles

Legend

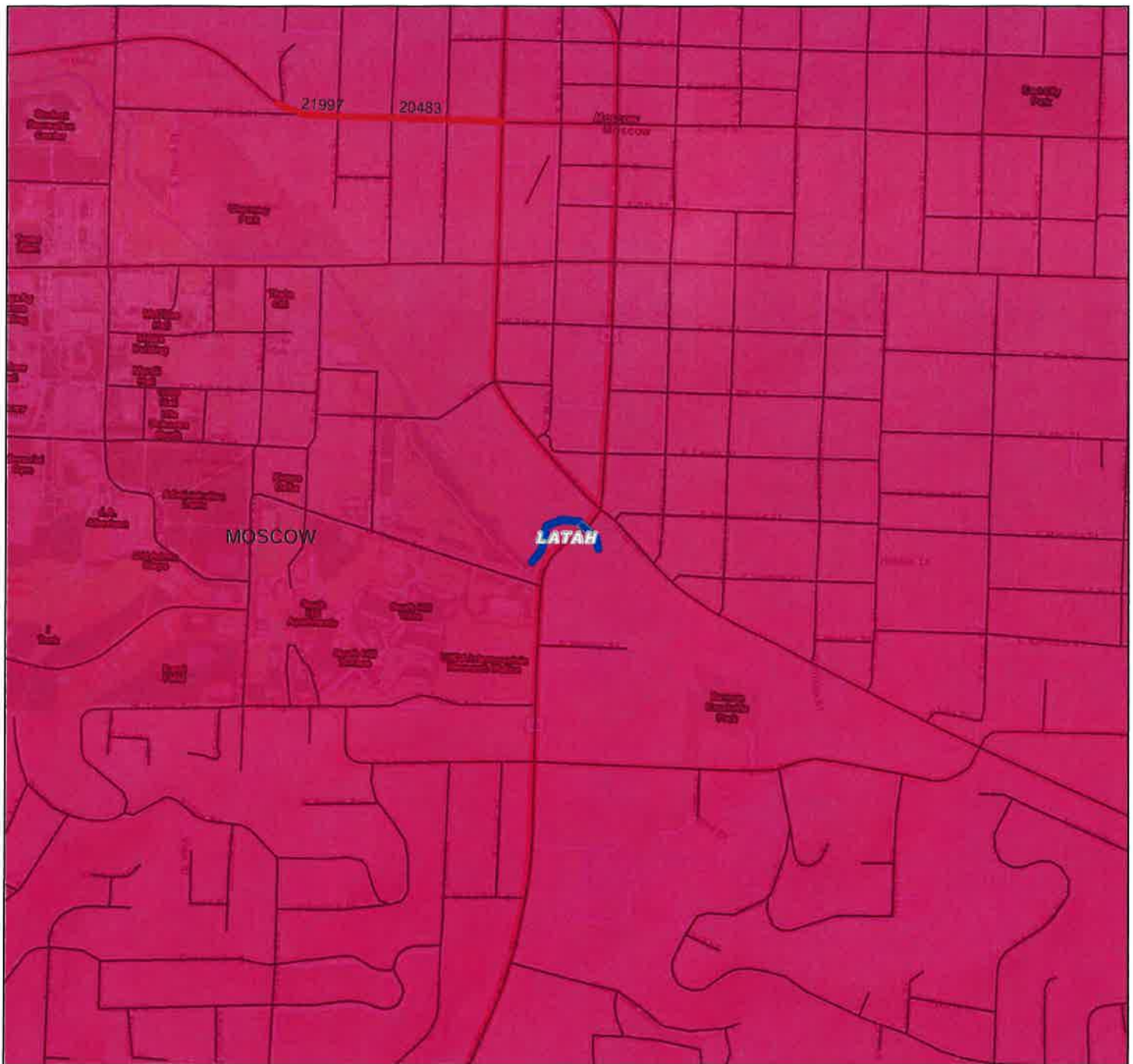


- TAP Area
- TAP Point
- TAP Lines



2020 TAP Projects: 2020-2023 OTIS Projects

City of Moscow - South Main Pedestrian Underpass



0 0.175 0.35 0.7 Miles

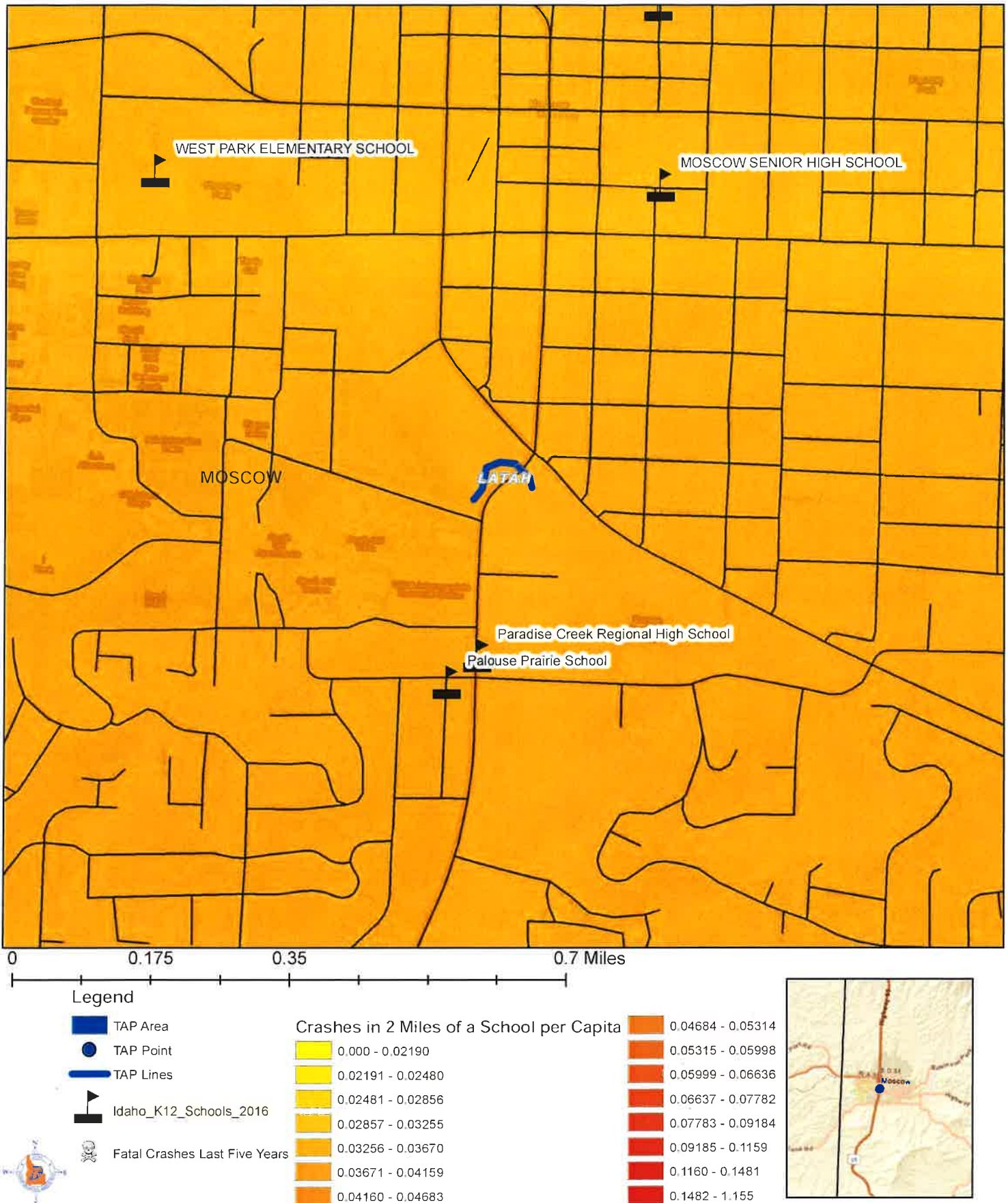
Legend

- | | | |
|-----------|--------------------------------------|--------------------------------------|
| TAP Area | OTIS Projects FY 2020-2023 | PLANNING/STUDIES |
| TAP Point | WorkClass | PREVENTIVE MAINTENANCE |
| TAP Lines | BRIDGE CONSTRUCTION & APPROACHES | RECONSTRUCTION/REALIGNMENT |
| | ENVIRONMENTAL PRESERVATION | RESURFACE/RESTORE/REHABILITATE/WIDEN |
| | MAJOR WIDENING | SAFETY/TRAFFIC OPERATIONS |
| | RECONSTRUCTION/REALIGNMENT | SUPPORTING FACILITIES |
| | RESURFACE/RESTORE/REHABILITATE/WIDEN | |
| | SAFETY/TRAFFIC OPERATIONS | |
| | ENVIRONMENTAL PRESERVATION | |
| | MAJOR WIDENING | |
| | NEW ROUTE | |
| | ADDED LANES SEPARATE ROADWAY | |
| | BRIDGE CONSTRUCTION & APPROACHES | |



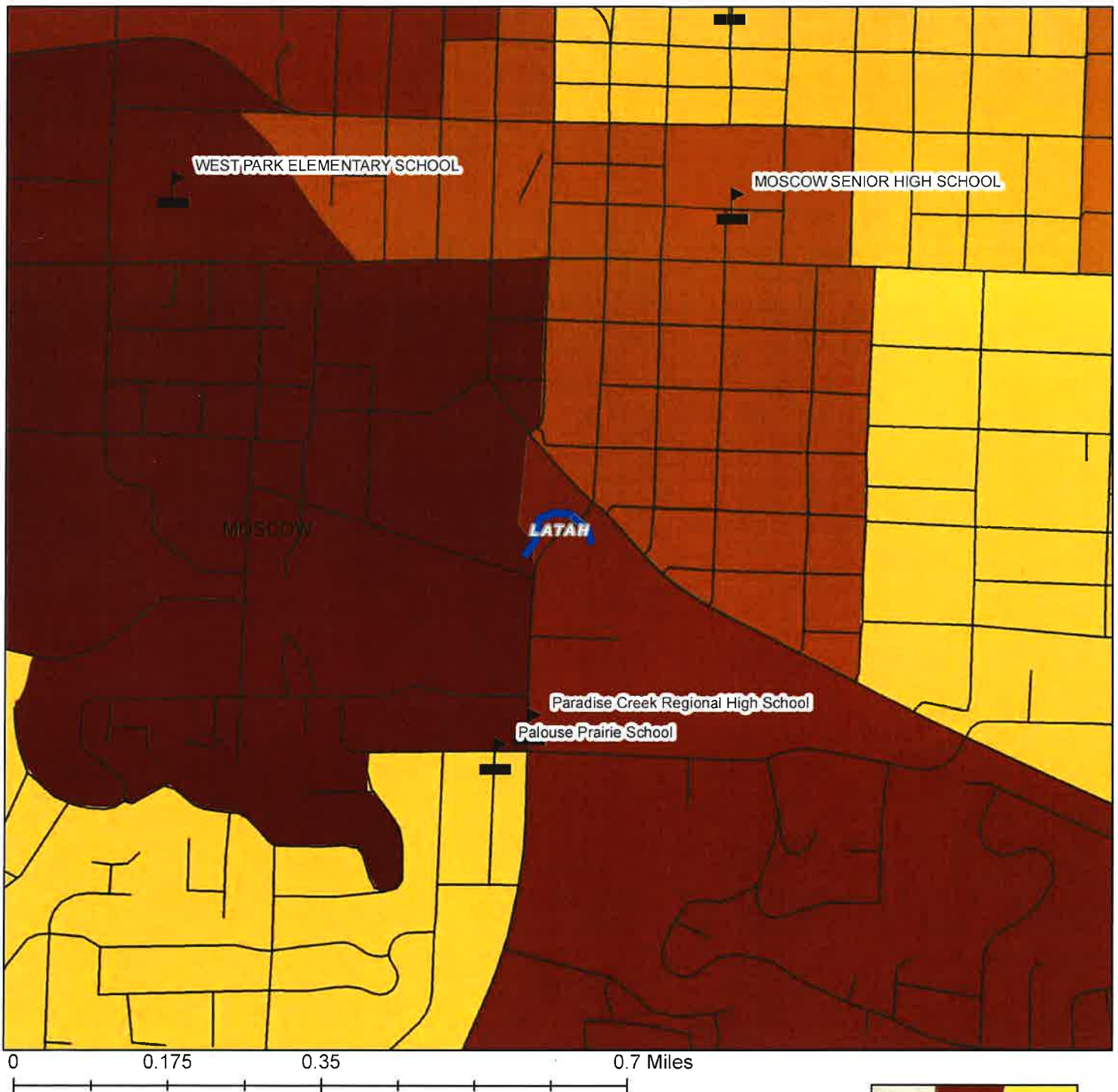
2020 TAP Projects: Crashes and Schools

City of Moscow - South Main Pedestrian Underpass



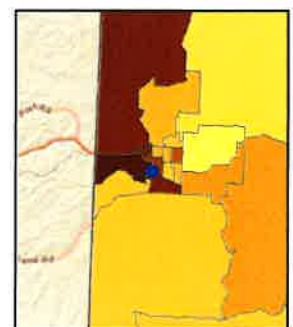
2020 TAP Projects: Percent Low Income

City of Moscow - South Main Pedestrian Underpass



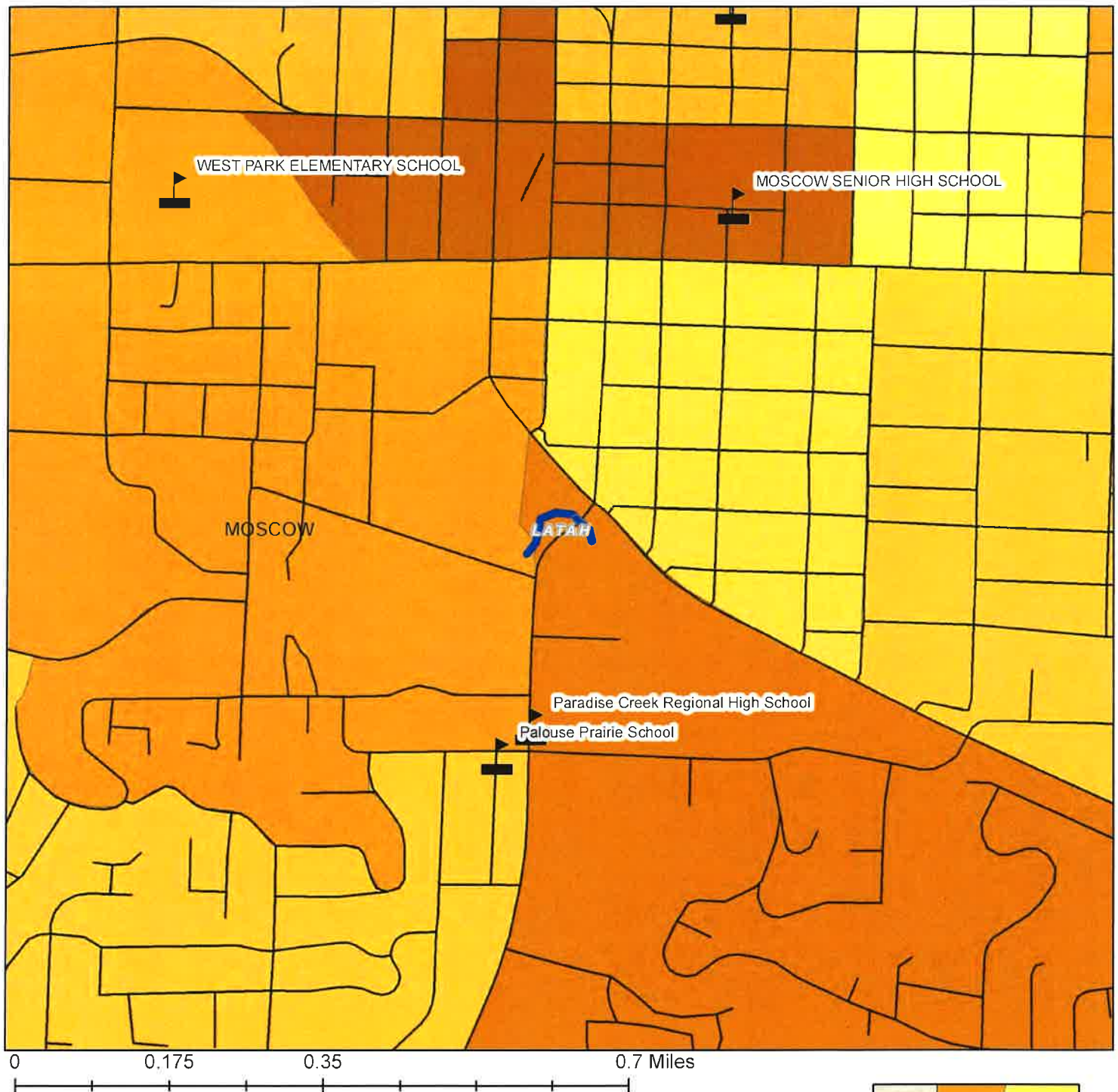
Legend

	TAP Area		EJSCREEN Percent Low Income		0.394031 - 0.452331
	TAP Point		0.000000 - 0.130644		0.452332 - 0.522080
	TAP Lines		0.130645 - 0.210711		0.522081 - 0.612987
			0.210712 - 0.281218		0.612988 - 0.738983
			0.281219 - 0.337416		0.738984 - 0.974291
			0.337417 - 0.394030		



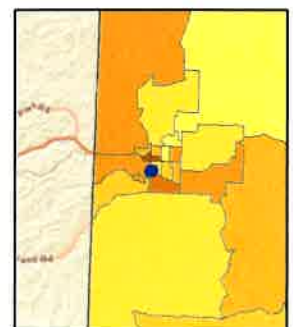
2020 TAP Projects: Percent Minority Population

City of Moscow - South Main Pedestrian Underpass



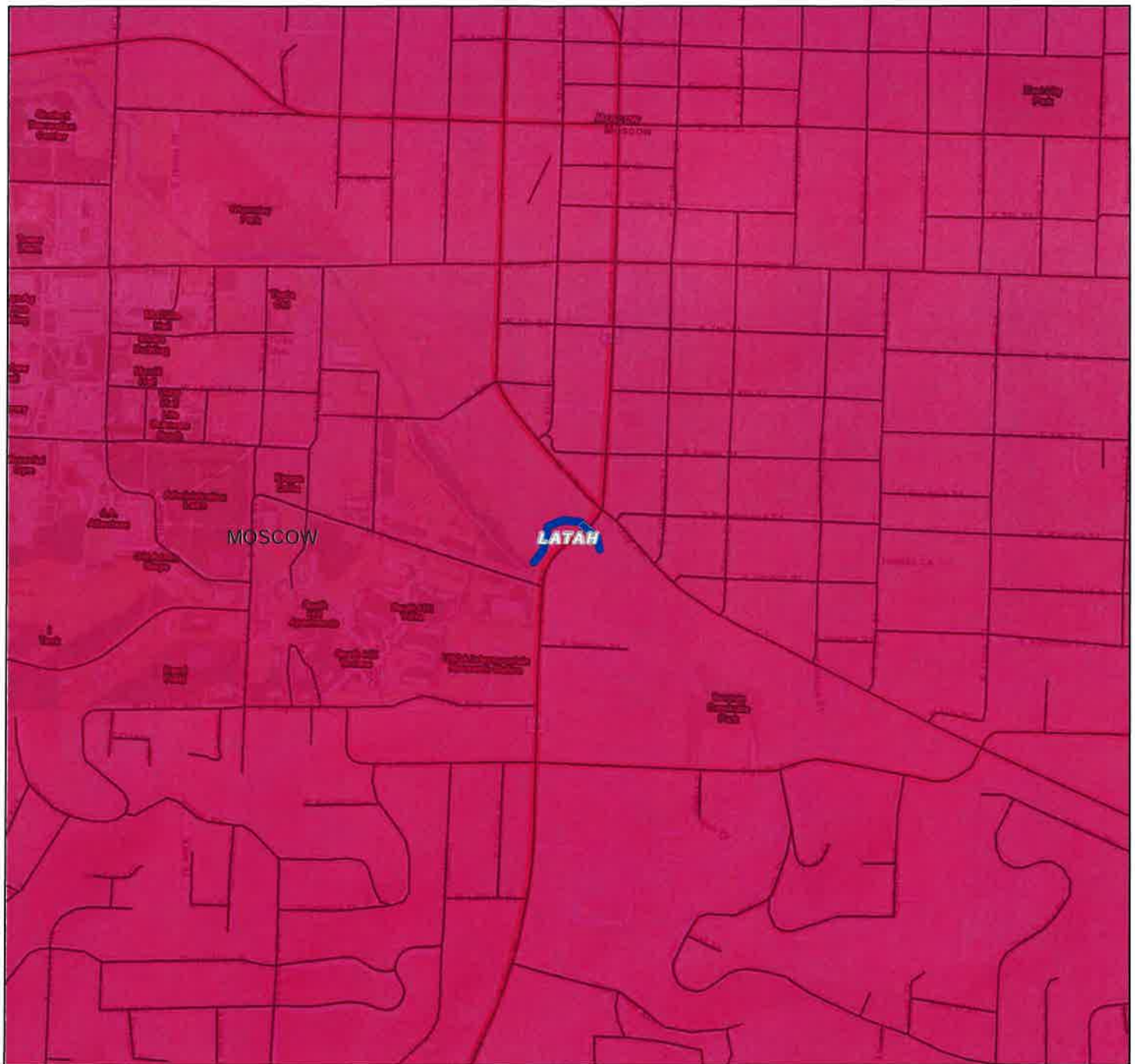
Legend

	TAP Area		EJSCREEN Percent Minority		19.380283 - 25.583982
	TAP Point		0.000000 - 3.167421		25.583983 - 34.203297
	TAP Lines		3.167422 - 6.359946		34.203298 - 46.680286
			6.359947 - 10.060514		46.680287 - 66.032350
			10.060515 - 14.609929		66.032351 - 100.000000
			14.609930 - 19.380282		



2020 TAP Projects: Flood Hazard Zones

City of Moscow - South Main Pedestrian Underpass



0 0.175 0.35 0.7 Miles

Legend

- | | | |
|---|---|---|
|  TAP Area | Flood Hazard Zones |  Area of Undetermined Flood Hazard |
|  TAP Point | Zone Type |  0.2% Annual Chance Flood Hazard |
|  TAP Lines |  1% Annual Chance Flood Hazard |  Future Conditions 1% Annual Chance Flood Hazard |
| |  Regulatory Floodway |  Area with Reduced Risk Due to Levee |
| |  Special Floodway | |



2020 TAP Projects: Environmental Factors

City of Moscow - South Main Pedestrian Underpass



0 0.175 0.35 0.7 Miles

Legend



ITD 0211 (Rev. 9-10)
itd.idaho.gov

Environmental Screening

For Community Transportation Enhancement (CTE),
Safe Routes to School (SR2S) and Scenic Byway Projects



Background - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

Responsibility - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

Purpose of Form - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

Contacts - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.)	Project Name/Location
Bike/Pedestrian Underpass	South Main Pedestrian Underpass Project/Moscow, ID

	Yes	No
Right of Way/Property Impacts - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood? Explain: The project will require the acquisition of permanent easements.	☒	☐
Traffic - Does the project add traffic lanes or traffic capacity? Explain:	☐	☒
Ground Disturbance - Does the project disturb more than one acre of land? Explain: The project is projected to disturb slightly less than two acres.	☒	☐
Stormwater - Where does the water (rain, snowmelt) from this project area drain? ☒ Sheet flows to surface waters (canal, stream, lake) ☐ Conveyed by ditch or pipe to surface waters ☐ Storm Sewer System (Municipal system) ☐ Infiltrate in Place (retention pond or topography with no drainage outlet [low area]) ☐ Other - if none of the above conditions Explain:		
Surface Waters - Does the project site contain any boggy, swampy, or wetland areas? Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body? Explain: The project will require the placement of fill material below the OHWM of Paradise Creek to facilitate the construction of the bike/pedestrian underpass.		
Cultural Resources - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site? Explain: The Idaho State Historical Preservation Office conducted an inspection of the bridge (constructed in 1934) and determined it to be ineligible for listing in the National Register of Historical Places.		

	Yes	No
Section 4f - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information. Explain:	☐	☒
Hazardous Waste - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project? Explain:	☐	☒
Public Involvement - Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?) Explain:	☐	☒
Irrigation - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering. Explain:	☐	☒
Right of Way Encroachment - Are there any signs, trees or other features you plan to locate within ITD right of way? Explain:	☐	☒
Offsite Work - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work? Explain:	☐	☒
Describe any other known or suspected environmental issue that has not been covered		
Preparer's Printed Name Kyle Steele	Title Environmental Services Manager	Agency or Firm City of Moscow, ID
Signature <i>Kyle Steele</i>		Date 11/7/2019

- ITD Use Only -

Recommendation

- ☒ Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.
- ☐ Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.
- ☐ There was not enough information in the project application and on this form to assess potential environmental issues.

Comment

Printed Name <i>Shawn W. Smith</i>		Title District Environmental Planner <i>Senior</i>
Signature <i>Shawn W. Smith</i>		Date <i>11/7/19</i>

PARADISE CREEK BRIDGE CONSTRUCTED IN 1934

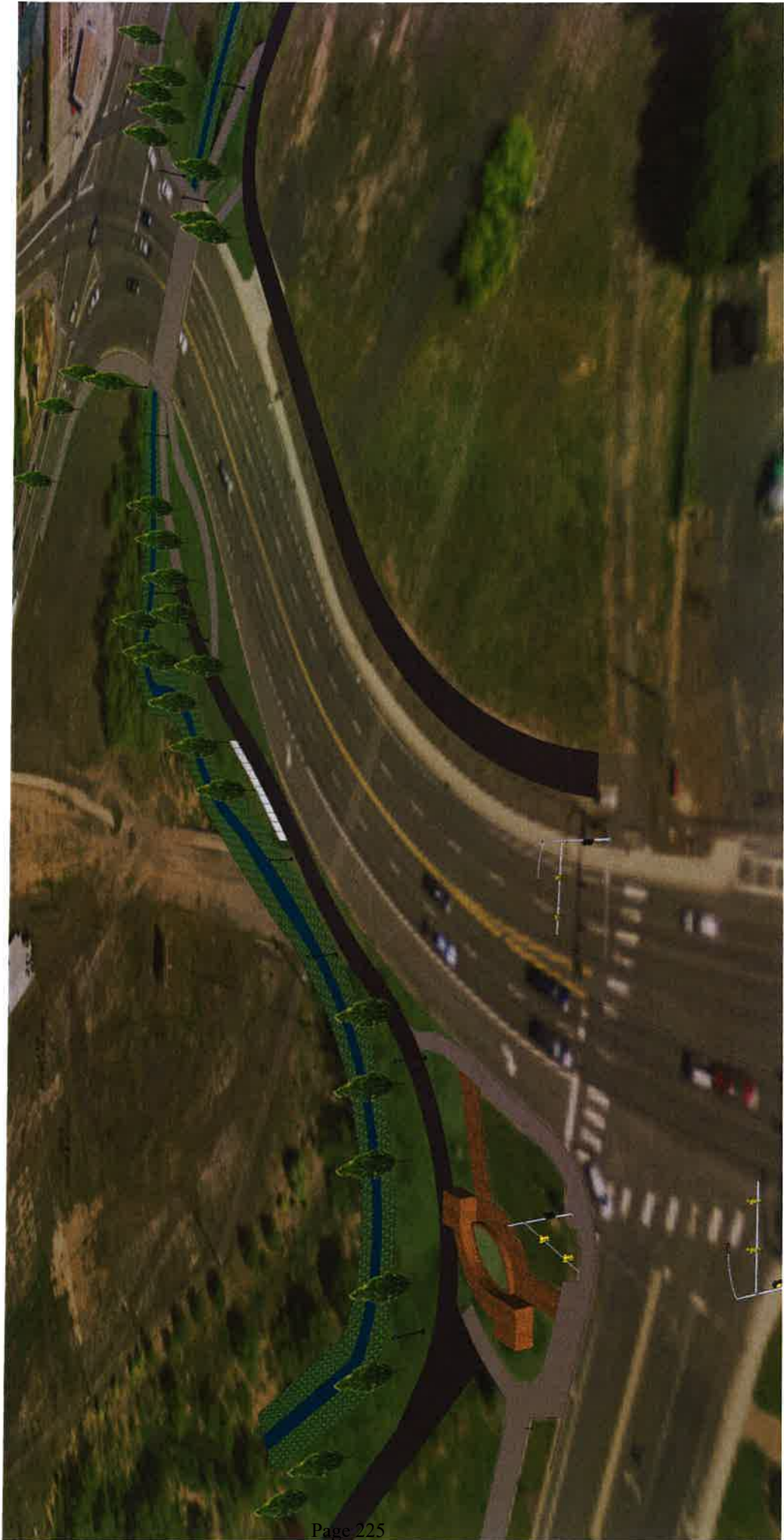


PARADISE CREEK BRIDGE 2018





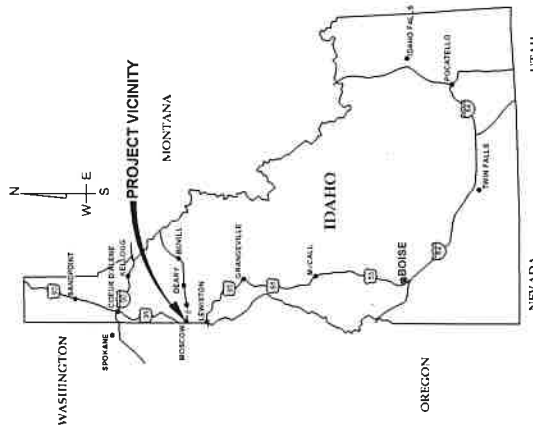
**PROPOSED SOUTH MAIN/US HWY. 95 PEDESTRIAN UNDERPASS NEAR THE ENTRANCE OF THE
UNIVERSITY OF IDAHO CAMPUS AT THE INTERSECTION OF US HIGHWAYS 95 AND 8, MOSCOW, IDAHO**



CITY OF MOSCOW BIKE PATH US95 UNDERPASS

CONCEPTUAL DESIGN

AUGUST 2018



VICINITY MAP
SCALE: NTS



LOCATION MAP
SCALE 1" = 500'

PREPARED FOR:



CITY OF MOSCOW
206 EAST 3RD STREET
MOSCOW, IDAHO 83843
TELEPHONE: (208) 863-7019

ENGINEER:

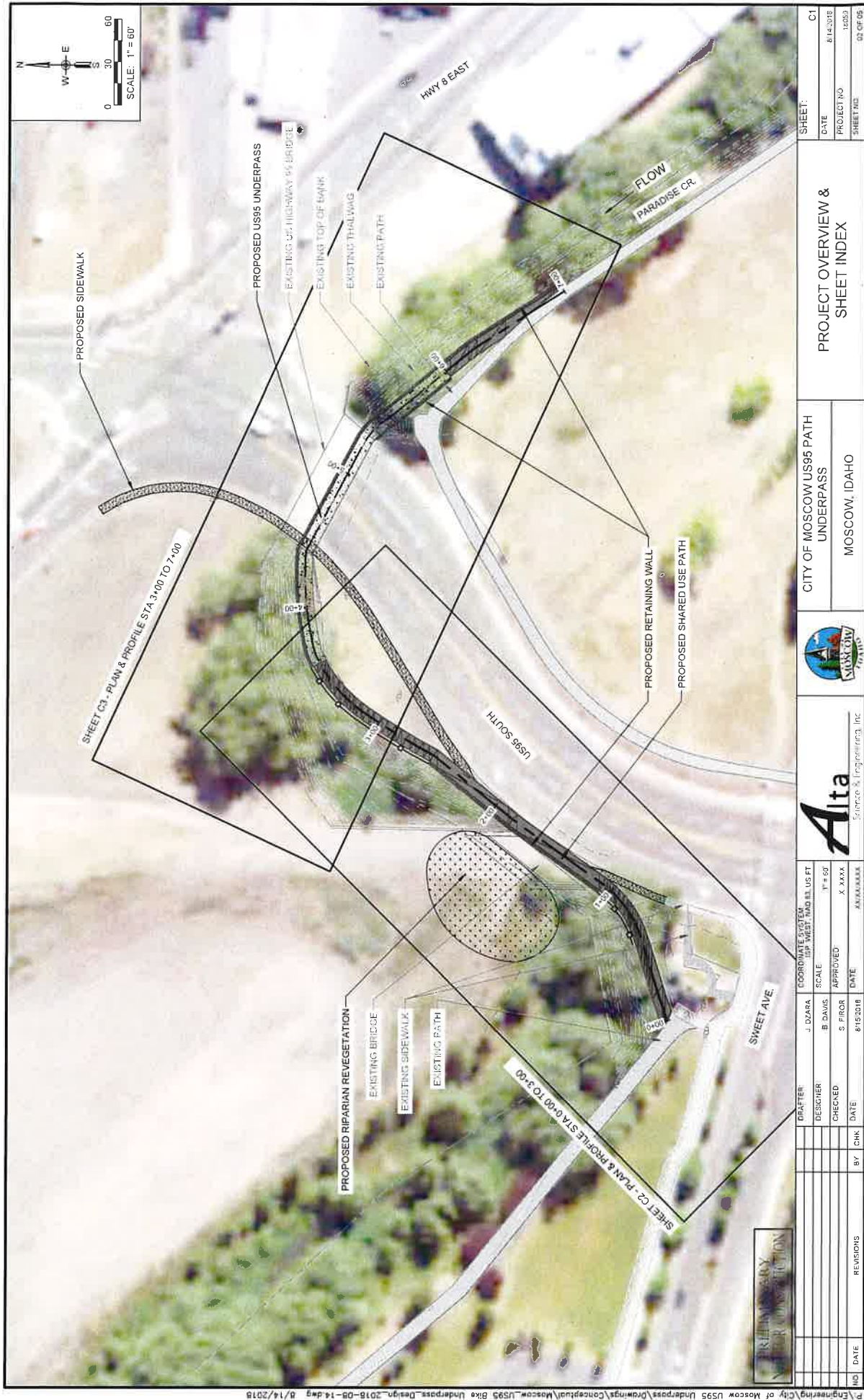


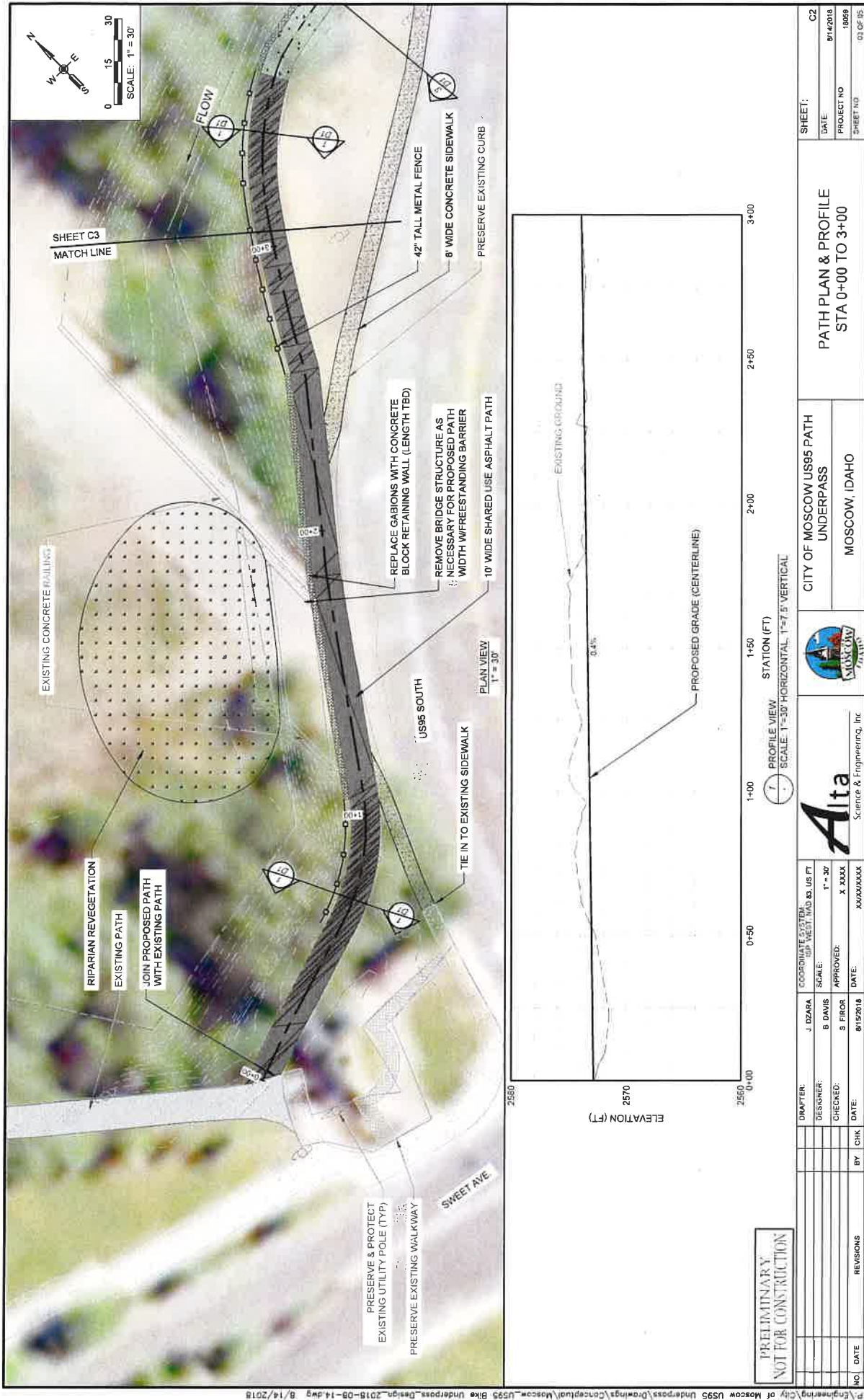
Alta Science & Engineering, Inc.
220 EAST 5TH STREET, SUITE 325
MOSCOW, IDAHO 83843
TELEPHONE: (208) 862-7858

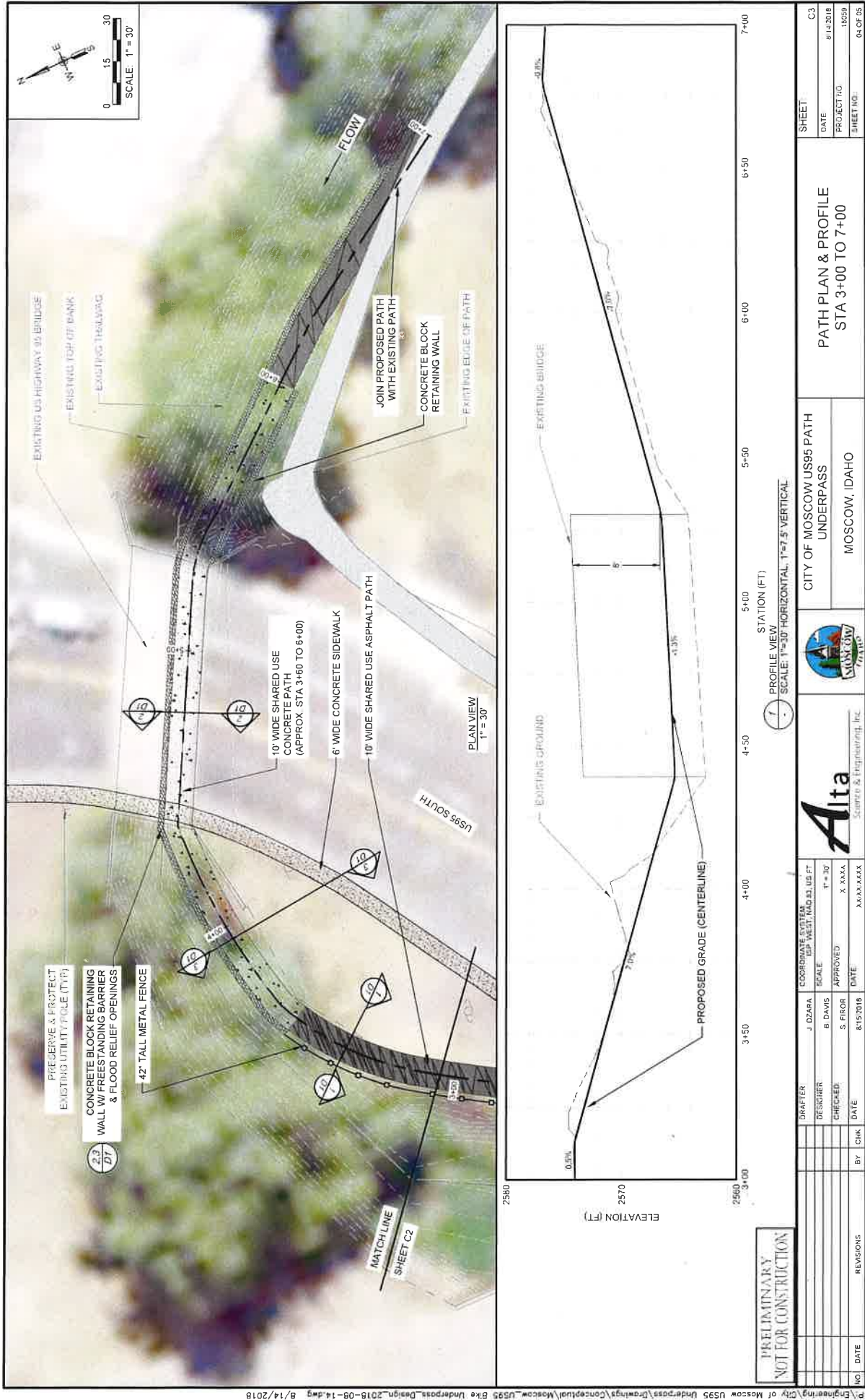
SHEET #	SHEET NAME	SHEET INDEX
1	COVER SHEET	CS
2	PROJECT OVERVIEW & SHEET INDEX	C1
3	PATH PLAN & PROFILE - STA 0+00 TO 3+00	C2
4	PATH PLAN & PROFILE - STA 3+00 TO 7+00	C3
5	DETAILS	D1

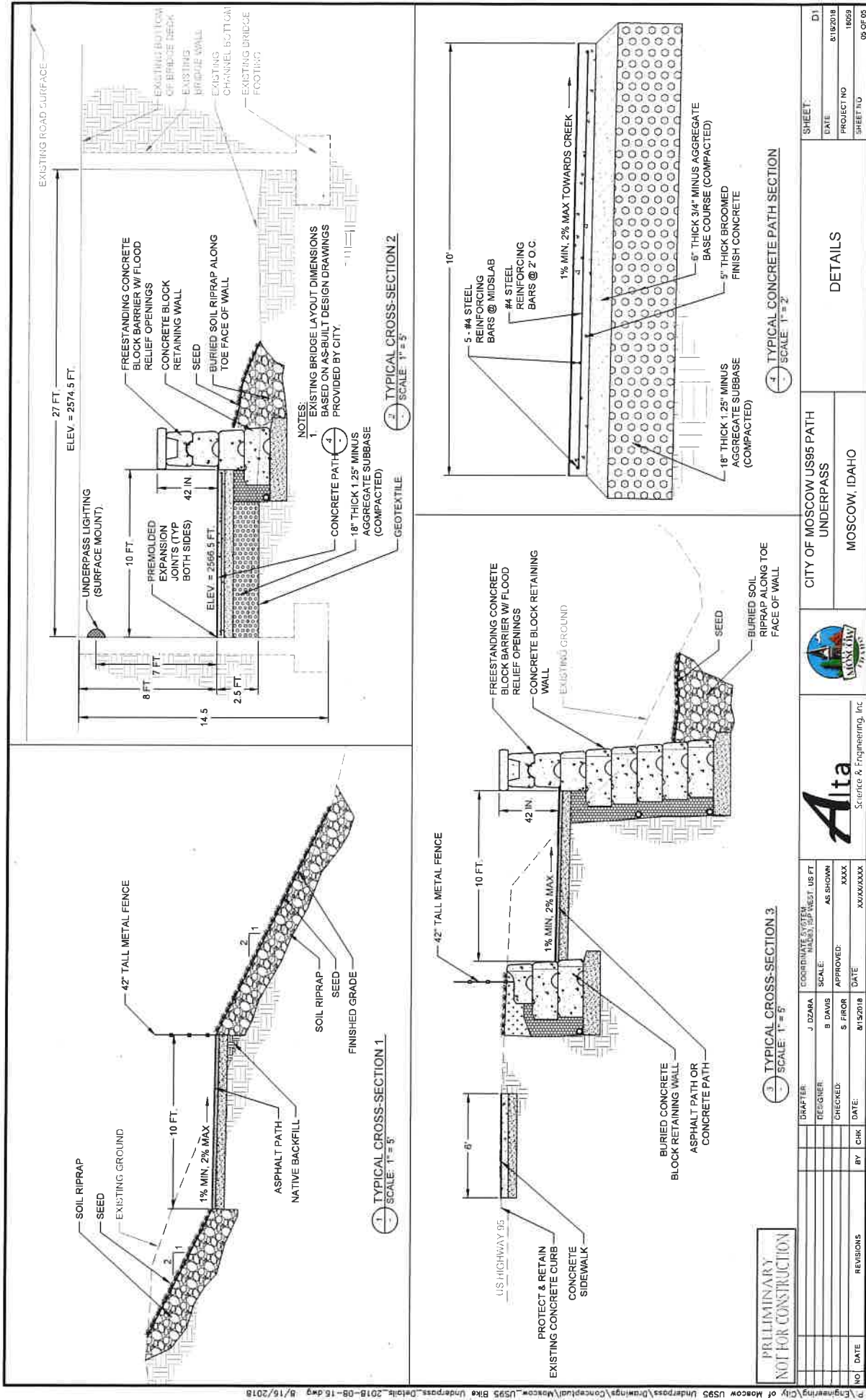
PRELIMINARY
NOT FOR CONSTRUCTION

NO	DATE	REVISIONS	BY	CHK	DATE	APPROVED	DATE	COORDINATE SYSTEM NAD 83	US FT	AS SHOWN	X XXXX XXXXXXX		CITY OF MOSCOW US95 PATH UNDERPASS MOSCOW, IDAHO	COVER SHEET	SHEET NAME: DATE: 8/14/2018 PROJECT NO: 19059 SHEET: 1 OF 05
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alta-se.com

220 East Fifth Street, Suite 325
 Moscow, Idaho 83843
 Ph: (208) 882-7858; Fax: (208) 883-3785

MEMORANDUM

To: Bill Belknap, City of Moscow, Moscow, ID
From: Jess Dzara, Alta Science & Engineering, Moscow, ID
 Susan Firor, Alta Science & Engineering, Moscow, ID
Date: July 2, 2018
Job Code: 18059
Subject: City of Moscow US95 Underpass Feasibility Memo

The City of Moscow is investigating the feasibility of constructing a bike/pedestrian underpass on existing streambanks and within the current concrete bridge for Paradise Creek at the US Highway 95 (US 95) crossing. This underpass would allow pedestrians and bike traffic to cross under US 95 on Paradise Path without needing to cross US 95, disrupting traffic flow on the highway. A similar underpass was designed and is being built in summer 2018 in the concrete bridge for Paradise Creek at the intersection of Highway 8 and White Avenue/Styner Avenue. The success of this project has motivated the City of Moscow to consider additional underpass opportunities to enhance pedestrian movement and safety in Moscow.

Alta Science & Engineering (Alta) was tasked to complete a review of the site hydrology and develop a hydraulic model to ensure project feasibility prior to engineering design. This memorandum summarizes the tasks and analyses completed. Elements necessary for this analysis include existing field survey, hydrologic estimates, and developing and interpreting the hydraulic model.

In order to move forward with this project, it is assumed the proposed condition must have no negative effects on the existing bridge during the 50-year flood event. The modeled proposed condition is a concrete and asphalt path approximately 10 feet wide, with a top finished grade surface 8 feet below the bottom chord of the bridge, located along the left (southwest) side of the bridge. Alta assumed the following project constraints and conditions for this analysis:

- The underpass trail shall be a minimum of 8 feet wide.
- The trail surface shall be a minimum of 8 feet below the low chord of the bridge.
- The trail shall be placed along the south bank of the stream and inside the bridge.
- The project shall cause no new flooding impacts upstream or downstream of the project.
- The project shall meet FEMA requirements for construction in a floodway.

Section 1 Field Survey

Alta completed a topographic and cross-sectional survey in February 2018 as part of the LOMR analysis on Paradise Creek. Existing survey data were used to model and analyze the bridge, associated infrastructure, and Paradise Creek for the existing condition and proposed US 95 underpass. This survey included stream channel cross-sections, a thalweg profile, and infrastructure inventory. The US 95 bridge structure was surveyed, including the concrete wingwalls, road surface elevation, bridge bottom chord elevation, width, and height of the

City of Moscow US95 Underpass Feasibility Memo

structure. All of this information was used in the hydraulic model to assess the hydraulic capacity of the existing structure. A supplemental survey is tentatively planned for the beginning of July 2018 to survey the existing sidewalk, path, and topography for conceptual design.

Section 2 Hydrologic Analysis

The objectives of hydrologic modeling are to determine reasonable estimates of peak flood flows and ensure that the proposed project will meet the requirements set forth by the City of Moscow and Idaho Transportation Department (ITD) for the modified bridge structure. Alta used several methods to estimate peak flows for use in the hydraulic model. The same methods were used in the Highway 8 Paradise Creek underpass design, but this analysis adds four years of flow data.

A real-time U.S. Geological Survey (USGS) gauge, #13346800 (USGS 1979–Current), is located on Paradise Creek in Moscow at the University of Idaho. This gauge has been in operation since 1979 and collects daily streamflow data from which USGS derives annual peak streamflows. These 39 years of peak streamflow data were used in accordance with Bulletin 17b (Interagency Advisory Committee on Water Data 1982) to estimate the 10-, 25-, 50-, and 100-year (Q_{10} , Q_{25} , Q_{50} , and Q_{100}) return interval flood flows at the gauge. See Attachment A for a complete list of recorded peak flows and storm event estimates. Because the site is upstream from the gauge, Alta adjusted these data to the specific project location using the similar watersheds method (Berenbrock 2002) for this region. Table 1 summarizes the peak streamflows calculated using the gauge data.

Peak flows were also estimated using regional regression equations developed by the USGS for Idaho (Berenbrock 2002) using the web-based StreamStats program (USGS, 2009). This analysis resulted in the peak streamflow values shown in Table 1 and complete output is included in Attachment A.

Table 1. Peak Flow Estimates at US Highway 95 Paradise Creek Bridge

Peak Flow Estimates at US Highway 95 Paradise Creek Bridge				
Method	Q_{10}	Q_{25}	Q_{50}	Q_{100}
Gage Data Corrected for Watershed Size (cfs)	489	630	737	846
Regional Regression - StreamStats (cfs)	409	589	743	904
ITD Structure Survey (cfs)	n/a	n/a	890	1100
FEMA Flood Insurance Study (cfs)	540	n/a	890	1070

As shown in Table 1, the peak flow estimates for the 50- and 100-year storm events vary significantly. The ITD structure survey (included in Attachment A) has the highest flow rates of all methods compared (ITD 1978). It is not known what methods and calculations ITD used. The analysis was done over 30 years ago; since then, much more stream gauge data have been collected and can be used to refine the analysis. The FEMA Flood Insurance Study for the City of Moscow has similar 50- and 100-year flow rates to the ITD structure survey (City of Moscow, 2002). Therefore, the maximum 50-yr storm event, 890 cubic feet per second (cfs), and the 100-year FEMA FIS flow of 1070 cfs were chosen as the design flows to provide the

City of Moscow US95 Underpass Feasibility Memo

most conservative model results and to remain consistent with the method used in the Paradise Creek Highway 8 Underpass hydraulic analysis.

Section 3 Hydraulic Analysis

The steady-state hydraulic analyses for the existing and proposed conditions were modeled using HEC-RAS 4.1.0 (USACE 2010). The existing survey data and hydrologic analyses described above were used to develop the base existing condition model to define the current conditions of Paradise Creek and the bridge. The proposed condition was modeled by modifying the cross-sections immediately upstream and downstream of the bridge with the addition of the trail.

The existing conditions for Paradise Creek at the US 95 Highway bridge consist of a fairly deep channel, nearly trapezoidal in shape, with a smaller, low-flow channel at the bottom that conveys the summer baseflow. Channel slopes range from adverse to 1.2% in the project reach. Alta assumed Manning's roughness coefficients (Manning's n) ranging from 0.013 for concrete or asphalt to 0.060 where thick reed canarygrass covers the streambanks.

The hydraulic model was run for the range of peak flows for both the existing and proposed conditions but, for the purpose of this memorandum, the focus is on the 50-year event, which is the required design flood event set forth by ITD; the highest estimated 50-year flood event (ITD and FEMA Flood Insurance Survey) was used to get the most conservative model results.

Section 4 Results

After completion of the full hydraulic analysis for the existing bridge with and without the proposed underpass, Alta concludes the project will result in minimal change in flow characteristics as a result of changes through the structure. This conclusion is based on comparison of the 50-year and 100-year return interval flows in existing and proposed conditions. At Q_{50} , the model indicates the proposed project will increase water surface elevation by a maximum of 0.10 feet, while velocity increases by a maximum of 1.07 feet per second. At Q_{100} , the model shows an increase of 0.10 feet in water surface elevation at the cross section 13 feet upstream of the bridge inlet. This minimal increase is not considered an issue at this phase of the design and will be minimized as the design progresses. Complete HEC-RAS model output is provided in Attachment B.

The proposed path is expected to flood for at least a few days almost every year. Based on 39 years of mean daily discharge records from the USGS gauge, the trail would be inundated for an average of 4.1 days per year (Table 2). This analysis was based upon a project site flow rate of 73 cfs, which correlates to a gauge flow rate of 85 cfs. It is noteworthy that these flooding events mainly occur between January and April when pedestrian and bicycle activity is at its lowest due to inclement weather.

City of Moscow US95 Underpass Feasibility Memo

Table 2. Bike Path Inundation at the Upstream End of US Highway 95 Paradise Creek Bridge

Bike Path Inundation at US Highway 95 Paradise Creek Bridge			
Days with Mean Daily Discharge Above 85 cfs	Minimum (Days/Year)	Maximum (Days/Year)	Average (Days/Year)
Total Days	0	17	4.1
Consecutive Days	0	8	2.1

Section 5 References

Berenbrock, Charles, 2002. Estimating the Magnitude of Peak Flows at Selected Recurrence Intervals for Streams in Idaho, USGS Water-Resources Investigations Report 02-4170.

City of Moscow, 2002. Flood Insurance Study, Revised April 15, 2002. Federal Emergency Management Agency Community Number 160090V000.

Idaho Transportation Department (ITD), 1978. Hydraulic Structure Survey: Paradise Creek Bridge, July 18, 1978.

Interagency Advisory Committee on Water Data, 1982. Guidelines for determining flood flow frequency Bulletin 17B of the Hydrology Subcommittee: U.S. Geological Survey, Office of Water Data Coordination, 183 p.

U.S. Army Corps of Engineers (USACE), 2010. HEC-RAS, River Analysis System. Version 4.1.0

U.S. Geological Survey (USGS), 1979–Current. "USGS 13346800 Paradise Cr at University of Idaho at Moscow ID"
<http://waterdata.usgs.gov/nwis/uv/?site_no=13346800&agency_cd=USGS> accessed June 2018.

USGS, 2009. "StreamStats for Idaho" <<http://water.usgs.gov/osw/streamstats/index.html>>, accessed June 2018.



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Attachment A

Hydrology

A

U of I Gage Peak Flows_PeakFQ.txt
USGS

Z13346800			
H13346800	4643551170127001616057SW1706010817.7	17.7	2543.46
N13346800	PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID		
Y13346800			
313346800	19790226	307	7.96
313346800	19800218	287	7.85
313346800	19810214	290	7.78
313346800	19820220	386	8.88
313346800	19830218	368	8.58
313346800	19840124	429	9.18
313346800	19850318	211	6.61
313346800	19860223	414	9.07
313346800	19870201	392	8.84
313346800	19871210	135	6.09
313346800	19890309	436	9.38
313346800	19900108	534	10.27
313346800	19910115	412	9.00
313346800	19920822	184	6.64
313346800	19930504	260	7.44
313346800	19940517	92.0	5.55
313346800	19950219	332	8.19
313346800	19960209	970	11.26
313346800	19970101	753	10.44
313346800	19971030	186	6.85
313346800	19981228	428	8.89
313346800	20000202	306	8.11
313346800	20010627	130	6.83
313346800	20020223	382	8.62
313346800	20030131	378	8.98
313346800	20040218	258	8.27
313346800	20050118	721	
313346800	20060117	1101	
313346800	20070103	1471	
313346800	20080229	202	8.30
313346800	20090108	273	9.01
313346800	20100105	182	8.07
313346800	20110116	339	9.58
313346800	20120326	398	10.04
313346800	20130930	111	7.15
313346800	20140309	152	8.05
313346800	20150209	181	8.54
313346800	20151207	73	8.59
313346800	20170310	735	10.86

U OF I GAGE PEAK FLOWS_PEAKFQ_same specs as Uderpass 2014.PRT.txt

1

Program PeakFq	U. S. GEOLOGICAL SURVEY	Seq.002.000
Version 7.2	Annual peak flow frequency analysis	Run Date / Time
3/28/2018		06/14/2018 09:01

--- PROCESSING OPTIONS ---

Plot option	= Graphics device
Basin char output	= None
Print option	= Yes
Debug print	= No
Input peaks listing	= Long
Input peaks format	= WATSTORE peak file

Input files used:

peaks (ascii) - P:\Engineering\City of Moscow US95
Underpass\Hydrology\Gage\PeakFQ\U OF I GAGE PEAK FLOWS_PEAKFQ.TXT

specifications - P:\Engineering\City of Moscow US95
Underpass\Hydrology\Gage\PeakFQ\PKFQWPSF.TMP

Output file(s):

main - P:\Engineering\City of Moscow US95
Underpass\Hydrology\Gage\PeakFQ\U OF I GAGE PEAK FLOWS_PEAKFQ.PRT

*** User responsible for assessment and interpretation of the following analysis

1

Program PeakFq	U. S. GEOLOGICAL SURVEY	Seq.001.001
Version 7.2	Annual peak flow frequency analysis	Run Date / Time
3/28/2018		06/14/2018 09:01

Station - 13346800 PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID

TABLE 1 - INPUT DATA SUMMARY

Number of peaks in record	=	39
Peaks not used in analysis	=	0
Gaged peaks in analysis	=	39
Historic peaks in analysis	=	0
Beginning Year	=	1979
Ending Year	=	2017

U OF I GAGE PEAK FLOWS_PEAKEQ_same specs as Uderpass 2014.PRT.txt

Historical Period Length	=	39
Skew option	=	WEIGHTED
Regional skew	=	-0.293
Standard error	=	0.550
Mean Square error	=	0.303
Gage base discharge	=	0.0
User supplied high outlier threshold	=	--
User supplied PILF (LO) criterion	=	--
Plotting position parameter	=	0.00
Type of analysis		BULL.17B
PILF (LO) Test Method		GBT
Perceptible Ranges	=	Not Applicable
Interval Data	=	Not Applicable

TABLE 2 - DIAGNOSTIC MESSAGE AND PILF RESULTS

WCF134I-NO SYSTEMATIC PEAKS WERE BELOW GAGE BASE.	0.0
WCF195I-NO LOW OUTLIERS WERE DETECTED BELOW CRITERION.	49.9
WCF163I-NO HIGH OUTLIERS OR HISTORIC PEAKS EXCEEDED HHBASE.	1383.0
**WCF164W-HISTORIC PERIOD IGNORED.	39.0
WCF002J-CALCS COMPLETED. RETURN CODE = 2	

Kendall's Tau Parameters

	TAU	P-VALUE	MEDIAN SLOPE	No. of PEAKS
GAGED PEAKS	-0.217	0.053	-4.000	39

1

Program PeakFq	U. S. GEOLOGICAL SURVEY	Seq.001.002
Version 7.2	Annual peak flow frequency analysis	Run Date / Time
3/28/2018		06/14/2018 09:01

Station - 13346800 PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID

TABLE 3 - ANNUAL FREQUENCY CURVE PARAMETERS -- LOG-PEARSON TYPE III

FLOOD BASE	LOGARITHMIC
-----	-----

U OF I GAGE PEAK FLOWS_PEAKEFQ same specs as Uderpass 2014.PRT.txt

	EXCEEDANCE		STANDARD		
	DISCHARGE	PROBABILITY	MEAN	DEVIATION	SKEW
SYSTEMATIC RECORD	0.0	1.0000	2.4193	0.2701	-0.249
BULL.17B ESTIMATE	0.0	1.0000	2.4193	0.2701	-0.263
BULL.17B ESTIMATE OF MSE OF AT-SITE SKEW			0.1488		

TABLE 4 - ANNUAL FREQUENCY CURVE -- DISCHARGES AT SELECTED EXCEEDANCE PROBABILITIES

ANNUAL	<-- FOR BULLETIN 17B ESTIMATES -->				
EXCEEDANCE	BULL.17B	SYSTEMATIC	LOG VARIANCE	CONFIDENCE INTERVALS	
PROBABILITY	ESTIMATE	RECORD	OF EST.	5% LOWER	95% UPPER
0.9950	45.4	45.8	----	29.0	62.3
0.9900	54.8	55.2	----	36.5	73.4
0.9500	90.3	90.5	----	66.4	113.4
0.9000	116.5	116.6	----	89.8	142.4
0.8000	157.1	157.0	----	126.8	187.3
0.6667	205.5	205.3	----	171.2	242.3
0.5000	269.8	269.4	----	228.6	319.2
0.4292	301.1	300.7	----	255.6	358.4
0.2000	446.1	445.9	----	373.7	553.6
0.1000	571.4	572.1	----	469.2	737.1
0.0400	735.9	738.4	----	588.4	993.2
0.0200	861.4	865.8	----	676.1	1198.0
0.0100	988.6	995.3	----	762.6	1413.0
0.0050	1118.	1127.	----	848.6	1638.0
0.0020	1292.	1306.	----	961.8	1951.0

1

Program PeakFq
Version 7.2
3/28/2018

U. S. GEOLOGICAL SURVEY
Annual peak flow frequency analysis

Seq.001.003
Run Date / Time
06/14/2018 09:01

Station - 13346800 PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID

TABLE 5 - INPUT DATA LISTING

WATER	PEAK	PEAKEFQ	
YEAR	VALUE	CODES	REMARKS
1979	307.0		

U OF I GAGE PEAK FLOWS_PEAKEFQ_same specs as Uderpass 2014.PRT.txt

1980	287.0
1981	290.0
1982	386.0
1983	368.0
1984	429.0
1985	211.0
1986	414.0
1987	392.0
1988	135.0
1989	436.0
1990	534.0
1991	412.0
1992	184.0
1993	260.0
1994	92.0
1995	332.0
1996	970.0
1997	753.0
1998	186.0
1999	428.0
2000	306.0
2001	130.0
2002	382.0
2003	378.0
2004	258.0
2005	72.0
2006	110.0
2007	147.0
2008	202.0
2009	273.0
2010	182.0
2011	339.0
2012	398.0
2013	111.0
2014	152.0
2015	181.0
2016	73.0
2017	735.0

Explanation of peak discharge qualification codes

PeakFQ CODE	NWIS CODE	DEFINITION
D	3	Dam failure, non-recurrent flow anomaly
G	8	Discharge greater than stated value
X	3+8	Both of the above

U OF I GAGE PEAK FLOWS_PEAKEFQ_same specs as Uderpass 2014.PRT.txt

L 4 Discharge less than stated value
K 6 OR C Known effect of regulation or urbanization
H 7 Historic peak

- Minus-flagged discharge -- Not used in computation
-8888.0 -- No discharge value given
- Minus-flagged water year -- Historic peak used in computation

1

Program PeakFq
Version 7.2
3/28/2018

U. S. GEOLOGICAL SURVEY
Annual peak flow frequency analysis

Seq.001.004
Run Date / Time
06/14/2018 09:01

Station - 13346800 PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID

TABLE 6 - EMPIRICAL FREQUENCY CURVES -- WEIBULL PLOTTING POSITIONS

WATER YEAR	RANKED DISCHARGE	SYSTEMATIC RECORD	B17B ESTIMATE
1996	970.0	0.0250	0.0250
1997	753.0	0.0500	0.0500
2017	735.0	0.0750	0.0750
1990	534.0	0.1000	0.1000
1989	436.0	0.1250	0.1250
1984	429.0	0.1500	0.1500
1999	428.0	0.1750	0.1750
1986	414.0	0.2000	0.2000
1991	412.0	0.2250	0.2250
2012	398.0	0.2500	0.2500
1987	392.0	0.2750	0.2750
1982	386.0	0.3000	0.3000
2002	382.0	0.3250	0.3250
2003	378.0	0.3500	0.3500
1983	368.0	0.3750	0.3750
2011	339.0	0.4000	0.4000
1995	332.0	0.4250	0.4250
1979	307.0	0.4500	0.4500
2000	306.0	0.4750	0.4750
1981	290.0	0.5000	0.5000
1980	287.0	0.5250	0.5250
2009	273.0	0.5500	0.5500
1993	260.0	0.5750	0.5750
2004	258.0	0.6000	0.6000

Page 5

U OF I GAGE PEAK FLOWS_PEAKEQ_same specs as Uderpass 2014.PRT.txt

1985	211.0	0.6250	0.6250
2008	202.0	0.6500	0.6500
1998	186.0	0.6750	0.6750
1992	184.0	0.7000	0.7000
2010	182.0	0.7250	0.7250
2015	181.0	0.7500	0.7500
2014	152.0	0.7750	0.7750
2007	147.0	0.8000	0.8000
1988	135.0	0.8250	0.8250
2001	130.0	0.8500	0.8500
2013	111.0	0.8750	0.8750
2006	110.0	0.9000	0.9000
1994	92.0	0.9250	0.9250
2016	73.0	0.9500	0.9500
2005	72.0	0.9750	0.9750

1

End PeakEQ analysis.

Stations processed :	1
Number of errors :	0
Stations skipped :	0
Station years :	39

Data records may have been ignored for the stations listed below.

(Card type must be Y, Z, N, H, I, 2, 3, 4, or *.)

(2, 4, and * records are ignored.)

For the station below, the following records were ignored:

FINISHED PROCESSING STATION: 13346800 USGS PARADISE CR AT UNIVERSITY OF

For the station below, the following records were ignored:

FINISHED PROCESSING STATION:

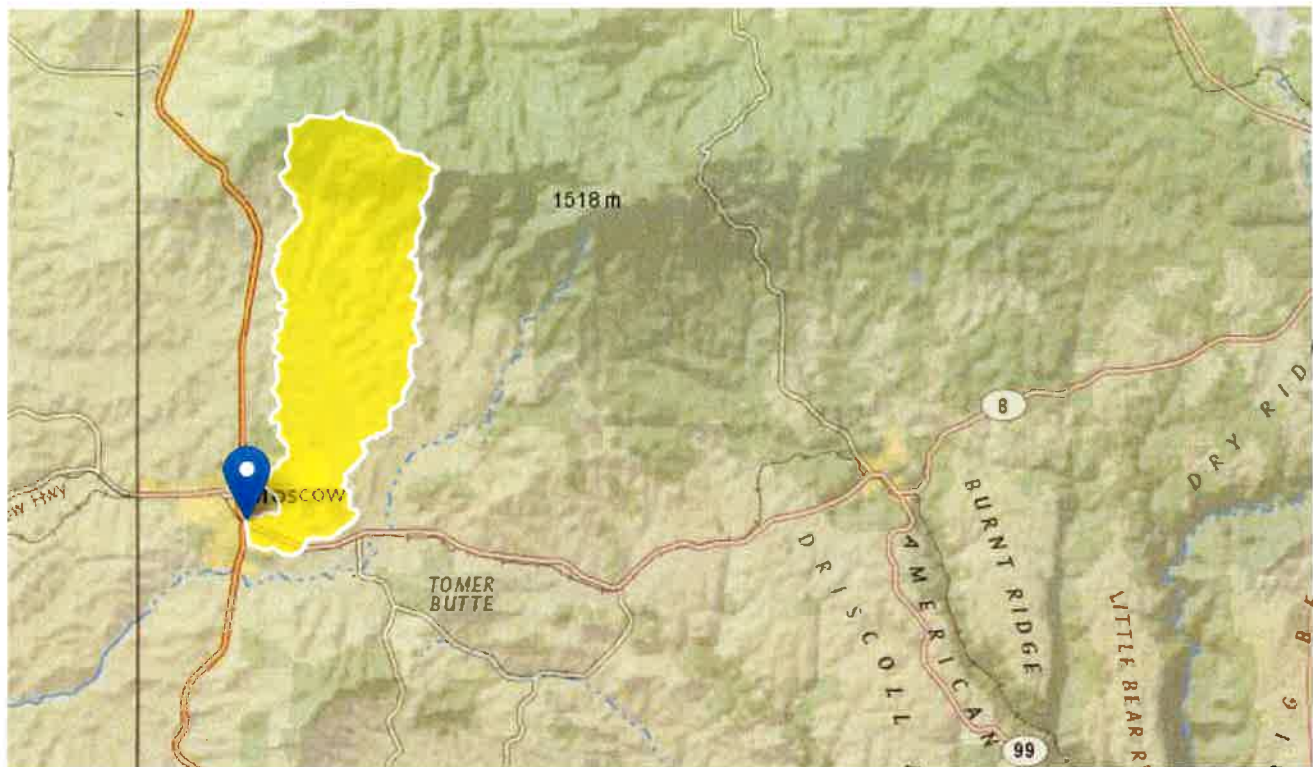
Hwy 95 Underpass StreamStats Report with Basin Characteristics

Region ID: ID

Workspace ID: ID20180613184445174000

Clicked Point (Latitude, Longitude): 46.72593, -117.00027

Time: 2018-06-13 11:45:01 -0700



Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	14.68	square miles
AG_OF_DA	Agricultural Land in Percentage of Drainage Area (Idaho Logistic Regression Equations SIR 2006-5035)	68.9	percent
BSLDEM10M	Mean basin slope computed from 10 m DEM	15	percent
BSLDEM30M	Mean basin slope computed from 30 m DEM	13.6	percent

Parameter Code	Parameter Description	Value	Unit
DV_OF_DA	Developed Land in Percentage of Drainage Area (Idaho Logistic Regression Equations SIR 2006-5035)	11.6	percent
ELEV	Mean Basin Elevation	2890	feet
ELEVMAX	Maximum basin elevation	4350	feet
FOREST	Percentage of area covered by forest	15	percent
MINBELEV	Minimum basin elevation	2560	feet
RELIEF	Maximum - minimum elevation	1800	feet

Peak-Flow Statistics Parameters [Peak Flow Region 3 2016 5083]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	14.68	square miles	2.13	2500

Peak-Flow Statistics Flow Report [Peak Flow Region 3 2016 5083]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, SEp: Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu	SEp
1.25 Year Peak Flood	73.4	ft ³ /s	13.9	388	114
1.5 Year Peak Flood	102	ft ³ /s	21.7	481	103
2 Year Peak Flood	146	ft ³ /s	35.6	599	91.2
2 33 Year Peak Flood	169	ft ³ /s	43.3	658	86.7
5 Year Peak Flood	287	ft ³ /s	90.2	913	70.4
10 Year Peak Flood	409	ft ³ /s	148	1130	60.4
25 Year Peak Flood	589	ft ³ /s	251	1380	48.8
50 Year Peak Flood	743	ft ³ /s	355	1550	41.5
100 Year Peak Flood	904	ft ³ /s	482	1700	34.5
200 Year Peak Flood	1080	ft ³ /s	624	1880	29.1
500 Year Peak Flood	1330	ft ³ /s	853	2080	22.8

Peak-Flow Statistics Citations

Wood, M.S., Fosness, R.L., Skinner, K.D., and Veilleux, A.G., 2016, Estimating peak-flow frequency statistics for selected gaged and ungaged sites in naturally flowing streams and rivers in Idaho: U.S. Geological Survey Scientific Investigations Report 2016-5083, 56 p. (<http://dx.doi.org/10.3133/sir20165083>)

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Application Version: 4.2.1



HYDRAULIC STRUCTURES SURVEY

BRIDGE ☒VERT ☐PROJECT NO. BRM-7744(1) STATION 30+62 DATE OF SURVEY July 18, 1978PROJECT TITLE Paradise Creek Bridge LOCAL NAME _____LOCATION South-East portion of Moscow COUNTY LatahROADWAY IDENTIFICATION S.H. 8 CROSSING Paradise ☒ CREEK A TRIBUTARY OF Palouse River
☐ RIVER

HYDROLOGIC DATA

FOR: UNOBSTRUCTED STREAM (PREFERRED) _____ EXISTING STRUCTURE ☒ ANTICIPATED STRUCTURE _____Q_{MIN} - 0 - CFS; V - 0 - FPS; ELEV 2569.2 FT; SOURCE "A flood analysis of*Q₅₀ 890 CFS; V 3.68 FPS; ELEV 2578.4 FT; SOURCE Paradise Creek, anQ₁₀₀ 1,100 CFS; V 4.55 FPS; ELEV 2579.5 FT; SOURCE ungaged stream nearQ_{MAX RECORDED} 680⁺ CFS; V 3.04 FPS; ELEV 2578.0⁺ FT; DATE 1/29/65 Moscow, Idaho", by+estimate by Abbott, 1968
CHARACTER OF WATERSHED 19% Forest, 81% Palouse Prairie DRAINAGE AREA 14.5 ☐ ACRES*(IF 500 CFS OR GREATER, A HYDRAULIC REPORT SHOULD ACCOMPANY THIS FORM) ☒ SQ MI

HYDRAULIC DATA

NATURAL STREAM OR CANAL Natural stream (with rechanneled MONTHS DRY, IF ANY Summer (some years)
sections)IS STREAM CUTTING OR FILLING filling STREAMBED ELEV 2569.2 EDOES STREAM CARRY AN APPRECIABLE AMOUNT OF ICE No ICE THICKNESS --- INDOES STREAM CARRY AN APPRECIABLE AMOUNT OF DRIFTWOOD NoCHARACTER OF STREAMBED MATERIAL silty-sandIS FLOW CONTROLLED No IF SO, DESCRIBE MANNER AND DEGREE OF CONTROL: ---AVERAGE GRADIENT OF EXISTING CHANNEL TO BE ALTERED 3.22 FEET PER THOUSAND FEET. DESCRIBE THE
SECTION OF THE STREAM TO BE ALTERED BY REFERENCE TO A SECTION CORNER, OR OTHER PERMANENT REFERENCE.

PRESENT STRUCTURE

DESCRIPTION (BRIDGE, CULVERT SIZE, LENGTH, ETC) Bridge; 34.5' span, 29.8' wide, 30° skewCONDITION Insufficient width for traffic volumesBRIDGE: NUMBER AND TYPE OF PIERS None EFFECTIVE WATERWAY AREA 224 sq. ft.SPREAD FOOTING OR PILES Piles CLEARANCE ABOVE DESIGN HIGH WATER ---CULVERT: HAS EXISTING CULVERT CARRIED FLOW ADEQUATELY ---REMARKS: Photographs of flood indicate that the existing effective waterway area should
be retained if not increased.

PROPOSED STRUCTURE

TYPE RECOMMENDED Bridge, single span

BRIDGE: NUMBER AND LENGTH OF SPANS one, 34.5' span, (minimum) SKEW 30°

CLEARANCE ABOVE DESIGN HIGH WATER -0.0- WATERWAY AREA 224.0 min. F.

NUMBER OF PIERS -0- TYPE OF PIERS --- FLOW ANGLE TO PIERS ---

CHARACTER OF FOUNDATION MATERIAL blue clay*
*(From File No. 604, Drawing No. 2724, Proj. No. 190-A, 1935)

CULVERT: TYPE --- DIMENSIONS --- TYPE INLET ---

INLET ELEV --- OUTLET ELEV --- AVAILABLE HEADWATER --- FT

CULVERT FLOWING UNDER ☐ INLET CONTROL ☐ OUTLET CONTROL TAILWATER DEPTH --- FT

WILL ALL FLOOD WATER PASS THROUGH THE PROPOSED STRUCTURE Yes IF NOT, ATTACH PROVISIONS FOR OVERFLOW

MINIMUM ACCEPTABLE BALLAST AT SHOULDER --- IS PAINTING OF CONCRETE RECOMMENDED ---

RECOMMENDED FILL SLOPE: UNDER STRUCTURE 2:1 max. AT WINGS 2:1 max.

IS RIPRAP REQUIRED Outlet channel IF SO, ATTACH RECOMMENDED SECTION, LIMITS, SIZE, TOE EMBEEDMENT

IS CANAL LINING REQUIRED --- (IF SO, ATTACH TYPICAL SECTION OF LINING AND LIMITS)

WILL STRUCTURE REQUIRE CANAL COMPANY APPROVAL --- COMPANY NAME ---

IN ADDITION TO THE ABOVE INFORMATION, SUBMIT AND CHECK EACH OF THE FOLLOWING:

- ☒ A TYPICAL PROPOSED ROADWAY SECTION AT THE STRUCTURE
- ☒ A 22"x36" CONTOUR MAP OF A (BRIDGE)(CULVERT) SITE; ~~A CANAL USED FOR NAVIGATION, OR THE EFFECTS OF A DIVERSION STRUCTURE~~; SHOWING 1-FOOT CONTOURS. IF THE STRUCTURE CROSSES A NATURAL STREAM, SHOW ON THE MAP THE NAMES AND ADDRESSES OF PROPERTY OWNERS WHO ADJOIN THE WATERWAY
- ☒ A CENTERLINE PROFILE TO THE SAME SCALE AS THE CONTOUR MAP
- ☒ IF THE STRUCTURE PROFILE CROSSES A NATURAL STREAM, A REPRODUCIBLE OF AN AREA MAP, SUCH AS A COUNTY MAP, WITH THE LOCATION OF THE STRUCTURE CLEARLY INDICATED
- ☒ A STREAMBED PROFILE 1000 FEET ABOVE AND BELOW THE STRUCTURE (OR WATERLINE PROFILE)
- ☐ IF PRACTICAL, PHOTOGRAPHS OF EXISTING STRUCTURE AND CHANNEL UPSTREAM & DOWNSTREAM FROM SITE

A LEGAL DESCRIPTION OF THE LOCATION

LOCATED IN THE NE 1/4, SW 1/4 (1/16 SECTION OR LOT NO.)
OF SECTION 17, TOWNSHIP 39N, RANGE 5 W, B.M.
IN Latah COUNTY.

APPROVALSNOTES BY Lane Fortin

NOTES AND RECOMMENDATIONS APPROVED BY

HYDRAULICS-RELATED DATA APPROVED BY

APPROVED

ROADWAY DESIGN SUPERVISOR

CONSULTANT'S

SIGNATURE AND SEAL


DISTRICT DESIGN ENGINEER

WATER RESOURCE ENGINEER

DISTRIBUTION: CONSULTANT - SIGNED ORIGINAL TO DISTRICT DESIGN ENGINEER
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Moscow, Idaho 83843
Ph: (208) 882-7858; Fax: (208) 883-3785

Attachment B

Hydraulics

50-yr Flow Event Hydraulic Model Outputs

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	W.S. Elev Diff (ft)	Vel Chnl (ft/s)	Vel Chnl Diff (ft/s)	Flow Area (sq ft)	Top Width (ft)
PARADISECR	4099.7	FIS 50-yr	Existing	890	2570.39	2580.04		4.77		189.7	34
PARADISECR	4099.7	FIS 50-yr	Design	890	2570.39	2580.04	0.00	4.77	0.00	189.7	34
PARADISECR	4074	FIS 50-yr	Existing	890	2571.35	2579.98		4.82		186.2	39
PARADISECR	4074	FIS 50-yr	Design	890	2571.35	2579.98	0.00	4.82	0.00	186.2	39
PARADISECR	4026.7	FIS 50-yr	Existing	890	2571.02	2579.77		5.15		175.0	38
PARADISECR	4026.7	FIS 50-yr	Design	890	2571.02	2579.77	0.00	5.15	0.00	175.0	38
PARADISECR	3774.6	FIS 50-yr	Existing	890	2569.77	2579.10		4.56		200.4	42
PARADISECR	3774.6	FIS 50-yr	Design	890	2569.77	2579.10	0.00	4.56	0.00	200.4	42
PARADISECR	3588	FIS 50-yr	Existing	890	2569.20	2578.54		4.55		199.4	69
PARADISECR	3588	FIS 50-yr	Design	890	2569.20	2578.54	0.00	4.55	0.00	199.4	69
PARADISECR	3475.6	FIS 50-yr	Existing	890	2570.13	2578.03		5.12		175.0	40
PARADISECR	3475.6	FIS 50-yr	Design	890	2570.13	2578.03	0.00	5.12	0.00	175.0	40
PARADISECR	3368.5	FIS 50-yr	Existing	890	2569.34	2577.80		4.49		206.5	49
PARADISECR	3368.5	FIS 50-yr	Design	890	2569.34	2577.80	0.00	4.49	0.00	206.5	49
PARADISECR	3230.7	FIS 50-yr	Existing	890	2569.24	2577.25		5.30		170.3	48
PARADISECR	3230.7	FIS 50-yr	Design	890	2569.24	2577.25	0.00	5.30	0.00	170.3	48
PARADISECR	3147	FIS 50-yr	Existing	890	2571.97	2577.34		2.89		331.3	122
PARADISECR	3147	FIS 50-yr	Design	890	2571.97	2577.34	0.00	2.89	0.00	331.3	122
PARADISECR	3132.4	FIS 50-yr	Existing	890	2570.41	2577.13		4.40		227.4	106
PARADISECR	3132.4	FIS 50-yr	Design	890	2570.41	2577.13	0.00	4.40	0.00	227.5	106
PARADISECR	2954.9	FIS 50-yr	Existing	890	2566.39	2576.74		3.99		275.0	114
PARADISECR	2954.9	FIS 50-yr	Design	890	2566.39	2576.74	0.00	3.99	0.00	275.1	114
PARADISECR	2649.9	FIS 50-yr	Existing	890	2567.77	2576.28		3.11		413.1	244
PARADISECR	2649.9	FIS 50-yr	Design	890	2567.77	2576.28	0.00	3.11	0.00	413.4	244
PARADISECR	2375.9	FIS 50-yr	Existing	890	2565.97	2575.87		3.20		287.6	82
PARADISECR	2375.9	FIS 50-yr	Design	890	2565.97	2575.87	0.00	3.20	0.00	287.7	82
PARADISECR	2293.5	FIS 50-yr	Existing	890	2566.76	2575.58		4.30		206.9	51
PARADISECR	2293.5	FIS 50-yr	Design	890	2566.76	2575.58	0.00	4.30	0.00	207.0	51
PARADISECR	2140.8	FIS 50-yr	Existing	890	2566.79	2575.07		4.63		203.4	100
PARADISECR	2140.8	FIS 50-yr	Design	890	2566.79	2575.07	0.00	4.62	-0.01	203.7	100
PARADISECR	1977.7	FIS 50-yr	Existing	890	2566.44	2573.67		8.01		117.1	26
PARADISECR	1977.7	FIS 50-yr	Design	890	2566.44	2573.67	0.01	7.99	-0.02	117.4	26
PARADISECR	1723.3	FIS 50-yr	Existing	890	2564.70	2572.96		5.68		174.0	56
PARADISECR	1723.3	FIS 50-yr	Design	890	2564.70	2572.98	0.02	5.63	-0.05	175.6	56
PARADISECR	1453.9	FIS 50-yr	Existing	890	2563.95	2571.78		6.47		138.5	31
PARADISECR	1453.9	FIS 50-yr	Design	890	2563.95	2571.84	0.06	6.38	-0.09	140.6	31
PARADISECR	1413.65*	FIS 50-yr	Existing	890	2564.05	2571.75		5.44		164.0	40
PARADISECR	1413.65*	FIS 50-yr	Design	890	2564.05	2571.83	0.08	5.35	-0.09	166.9	40
PARADISECR	1373.4	FIS 50-yr	Existing	890	2564.15	2571.23		6.85		129.9	44
PARADISECR	1373.4	FIS 50-yr	Design	890	2564.15	2571.33	0.10	6.71	-0.14	132.7	45
PARADISECR	1360.4	FIS 50-yr	Existing	890	2564.04	2571.41		4.47		199.1	27
PARADISECR	1360.4	FIS 50-yr	Design	890	2564.04	2571.40	-0.01	5.54	1.07	160.6	27
PARADISECR	1313		Bridge								
PARADISECR	1266.4	FIS 50-yr	Existing	890	2562.91	2571.36		3.90		228.2	27
PARADISECR	1266.4	FIS 50-yr	Design	890	2562.91	2571.24	-0.12	4.73	0.83	188.0	27
PARADISECR	1246	FIS 50-yr	Existing	890	2562.66	2570.73		7.10		125.4	44
PARADISECR	1246	FIS 50-yr	Design	890	2562.66	2570.73	0.00	7.10	0.00	125.4	44
PARADISECR	1191.6	FIS 50-yr	Existing	890	2563.17	2569.61		9.05		99.0	30
PARADISECR	1191.6	FIS 50-yr	Design	890	2563.17	2569.61	0.00	9.05	0.00	99.0	30
PARADISECR	1111.1	FIS 50-yr	Existing	890	2564.17	2569.76		5.77		176.1	49
PARADISECR	1111.1	FIS 50-yr	Design	890	2564.17	2569.76	0.00	5.77	0.00	176.1	49
PARADISECR	1064.45*	FIS 50-yr	Existing	890	2563.05	2570.00		2.34		390.1	81
PARADISECR	1064.45*	FIS 50-yr	Design	890	2563.05	2570.00	0.00	2.34	0.00	390.1	81
PARADISECR	1017.8	FIS 50-yr	Existing	890	2561.92	2569.87		3.25		273.7	119
PARADISECR	1017.8	FIS 50-yr	Design	890	2561.92	2569.87	0.00	3.25	0.00	273.7	119
PARADISECR	972		Bridge								
PARADISECR	906.3	FIS 50-yr	Existing	890	2563.22	2568.52		7.72		115.3	36
PARADISECR	906.3	FIS 50-yr	Design	890	2563.22	2568.52	0.00	7.72	0.00	115.3	36
PARADISECR	817.4	FIS 50-yr	Existing	890	2560.97	2568.48		3.88		239.7	92
PARADISECR	817.4	FIS 50-yr	Design	890	2560.97	2568.48	0.00	3.88	0.00	239.7	92
PARADISECR	607.4	FIS 50-yr	Existing	890	2560.50	2568.31		2.56		362.2	109
PARADISECR	607.4	FIS 50-yr	Design	890	2560.50	2568.31	0.00	2.56	0.00	362.2	109

100-yr Flow Event Hydraulic Model Outputs

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Chl El (ft)	W.S. Elev (ft)	W.S. Elev Diff (ft)	Vel Chnl (ft/s)	Vel Chnl Diff (ft/s)	Flow Area (sq ft)	Top Width (ft)
PARADISECR	4099.7	FIS 100-yr	Existing	1070	2570.39	2580.58		5.25		208.2	35
PARADISECR	4099.7	FIS 100-yr	Design	1070	2570.39	2580.58	0.00	5.25	0.00	208.2	35
PARADISECR	4074	FIS 100-yr	Existing	1070	2571.35	2580.52		5.22		207.8	41
PARADISECR	4074	FIS 100-yr	Design	1070	2571.35	2580.52	0.00	5.22	0.00	207.8	41
PARADISECR	4026.7	FIS 100-yr	Existing	1070	2571.02	2580.30		5.57		195.5	40
PARADISECR	4026.7	FIS 100-yr	Design	1070	2571.02	2580.30	0.00	5.57	0.00	195.5	40
PARADISECR	3774.6	FIS 100-yr	Existing	1070	2569.77	2579.58		5.00		221.6	47
PARADISECR	3774.6	FIS 100-yr	Design	1070	2569.77	2579.58	0.00	5.00	0.00	221.6	47
PARADISECR	3588	FIS 100-yr	Existing	1070	2569.20	2579.06		4.68		240.0	97
PARADISECR	3588	FIS 100-yr	Design	1070	2569.20	2579.06	0.00	4.68	0.00	240.0	97
PARADISECR	3475.6	FIS 100-yr	Existing	1070	2570.13	2578.49		5.59		193.8	42
PARADISECR	3475.6	FIS 100-yr	Design	1070	2570.13	2578.49	0.00	5.59	0.00	193.8	42
PARADISECR	3368.5	FIS 100-yr	Existing	1070	2569.34	2578.25		4.90		229.1	50
PARADISECR	3368.5	FIS 100-yr	Design	1070	2569.34	2578.25	0.00	4.90	0.00	229.1	50
PARADISECR	3230.7	FIS 100-yr	Existing	1070	2569.24	2577.62		5.84		193.4	72
PARADISECR	3230.7	FIS 100-yr	Design	1070	2569.24	2577.62	0.00	5.84	0.00	193.4	72
PARADISECR	3147	FIS 100-yr	Existing	1070	2571.97	2577.74		3.09		383.5	137
PARADISECR	3147	FIS 100-yr	Design	1070	2571.97	2577.74	0.00	3.09	0.00	383.5	137
PARADISECR	3132.4	FIS 100-yr	Existing	1070	2570.41	2577.52		4.69		273.5	125
PARADISECR	3132.4	FIS 100-yr	Design	1070	2570.41	2577.52	0.00	4.69	0.00	273.5	125
PARADISECR	2954.9	FIS 100-yr	Existing	1070	2566.39	2577.14		4.17		323.3	126
PARADISECR	2954.9	FIS 100-yr	Design	1070	2566.39	2577.14	0.00	4.17	0.00	323.3	126
PARADISECR	2649.9	FIS 100-yr	Existing	1070	2567.77	2576.82		2.77		546.3	249
PARADISECR	2649.9	FIS 100-yr	Design	1070	2567.77	2576.82	0.00	2.77	0.00	546.3	249
PARADISECR	2375.9	FIS 100-yr	Existing	1070	2565.97	2576.43		3.40		337.2	97
PARADISECR	2375.9	FIS 100-yr	Design	1070	2565.97	2576.43	0.00	3.40	0.00	337.2	97
PARADISECR	2293.5	FIS 100-yr	Existing	1070	2566.76	2576.12		4.52		246.5	94
PARADISECR	2293.5	FIS 100-yr	Design	1070	2566.76	2576.12	0.01	4.52	0.00	246.5	94
PARADISECR	2140.8	FIS 100-yr	Existing	1070	2566.79	2575.73		4.56		278.2	128
PARADISECR	2140.8	FIS 100-yr	Design	1070	2566.79	2575.73	0.00	4.56	0.00	278.2	128
PARADISECR	1977.7	FIS 100-yr	Existing	1070	2566.44	2574.20		8.62		131.6	28
PARADISECR	1977.7	FIS 100-yr	Design	1070	2566.44	2574.21	0.01	8.60	-0.02	132.0	28
PARADISECR	1723.3	FIS 100-yr	Existing	1070	2564.70	2573.64		5.46		215.7	65
PARADISECR	1723.3	FIS 100-yr	Design	1070	2564.70	2573.67	0.03	5.41	-0.05	217.5	65
PARADISECR	1453.9	FIS 100-yr	Existing	1070	2563.95	2572.40		6.82		160.4	41
PARADISECR	1453.9	FIS 100-yr	Design	1070	2563.95	2572.48	0.08	6.73	-0.09	163.4	42
PARADISECR	1413.65*	FIS 100-yr	Existing	1070	2564.05	2572.42		5.64		191.4	44
PARADISECR	1413.65*	FIS 100-yr	Design	1070	2564.05	2572.49	0.07	5.55	-0.09	194.7	44
PARADISECR	1373.4	FIS 100-yr	Existing	1070	2564.15	2571.80		7.36		145.4	48
PARADISECR	1373.4	FIS 100-yr	Design	1070	2564.15	2571.90	0.10	7.22	-0.14	148.1	48
PARADISECR	1360.4	FIS 100-yr	Existing	1070	2564.04	2572.00		4.98		215.0	27
PARADISECR	1360.4	FIS 100-yr	Design	1070	2564.04	2571.98	-0.02	6.07	1.09	176.2	27
PARADISECR	1313		Bridge								
PARADISECR	1266.4	FIS 100-yr	Existing	1070	2562.91	2571.94		4.39		243.9	27
PARADISECR	1266.4	FIS 100-yr	Design	1070	2562.91	2571.80	-0.14	5.27	0.88	203.1	27
PARADISECR	1246	FIS 100-yr	Existing	1070	2562.66	2571.19		7.81		137.2	46
PARADISECR	1246	FIS 100-yr	Design	1070	2562.66	2571.19	0.00	7.81	0.00	137.2	46
PARADISECR	1191.6	FIS 100-yr	Existing	1070	2563.17	2570.10		9.54		114.3	33
PARADISECR	1191.6	FIS 100-yr	Design	1070	2563.17	2570.10	0.00	9.54	0.00	114.3	33
PARADISECR	1111.1	FIS 100-yr	Existing	1070	2564.17	2570.34		6.07		204.9	52
PARADISECR	1111.1	FIS 100-yr	Design	1070	2564.17	2570.34	0.00	6.07	0.00	204.9	52
PARADISECR	1064.45*	FIS 100-yr	Existing	1070	2563.05	2570.60		2.51		439.1	84
PARADISECR	1064.45*	FIS 100-yr	Design	1070	2563.05	2570.60	0.00	2.51	0.00	439.1	84
PARADISECR	1017.8	FIS 100-yr	Existing	1070	2561.92	2570.43		3.63		295.0	120
PARADISECR	1017.8	FIS 100-yr	Design	1070	2561.92	2570.43	0.00	3.63	0.00	295.0	120
PARADISECR	972		Bridge								
PARADISECR	906.3	FIS 100-yr	Existing	1070	2563.22	2569.00		8.11		132.0	38
PARADISECR	906.3	FIS 100-yr	Design	1070	2563.22	2569.00	0.00	8.11	0.00	132.0	38
PARADISECR	817.4	FIS 100-yr	Existing	1070	2560.97	2569.07		3.82		295.0	96
PARADISECR	817.4	FIS 100-yr	Design	1070	2560.97	2569.07	0.00	3.82	0.00	295.0	96
PARADISECR	607.4	FIS 100-yr	Existing	1070	2560.50	2568.92		2.61		429.7	113
PARADISECR	607.4	FIS 100-yr	Design	1070	2560.50	2568.92	0.00	2.61	0.00	429.7	113



Science & Engineering, Inc.

alta-se.com

220 East Fifth Street, Suite 325
Moscow, Idaho 83843
Ph: (208) 882-7858; Fax: (208) 883-3785

MEMORANDUM

To: Bill Belknap, City of Moscow
From: Tom Jenkins, Alta
Susan Firor, Alta
Date: July 16, 2018
Job Code: 18059
Subject: Wetland Investigation – City of Moscow US-95 Path Underpass

Section 1 Introduction

The City of Moscow is investigating the feasibility of constructing a bike/pedestrian underpass on existing streambanks and within the current concrete bridge for Paradise Creek at the US Highway 95 (US 95) crossing. In consideration of potential underpass construction, Alta has been tasked to perform a wetland investigation/delineation. The approximate project footprint is located in Moscow, Idaho, to the east and west of the bridge on US 95, and between Sweet Avenue and the existing Paradise Path to the south and Highway 8 to the northeast. Figure 1 shows the spatial extent of this wetland investigation.

The National Wetlands Inventory (USFWS 2018) indicates the potential for riverine wetlands to occur along the banks of Paradise Creek.

On July 5, 2018, field personnel conducted a visual assessment to determine whether wetlands occur in the project area. Determinations were based on the US Army Corps of Engineers guidance in the Wetland Delineation Manual (USACE 1987).

Section 2 Wetland Indicators

The presence of a wetland is determined based on three main characteristics as described in the Western Mountains, Valleys, and Coast Regional Supplement (USACE 2010): (1) site must exhibit dominance of hydrophytic vegetation, (2) site must have hydric soils, and (3) site must have evidence of wetland hydrology. This section presents observed site information for each of these wetland indicators.

2.1 Vegetation

Non-native vegetation is dominant within the proposed boundaries of the project area. Non-native species include reed canarygrass (*Phalaris arundinacea*), prickly lettuce (*Lactuca serriola*), stinking chamomile (*Anthemis cotula*), oxeye daisy (*Leucanthemum vulgare*), and spotted knapweed (*Centaurea stoebe*). Vegetation facultative to wetlands primarily exists within the stream channel and low stream banks. The dominant species within the stream channel is Pacific willow (*Salix lucida*). Identification of grasses outside the stream channel is made difficult due to regular mowing activities that occur during the growing season. Reed canarygrass and Pacific willow are both wetland plant species found within the banks of the creek.

Wetland Investigation – City of Moscow US-95 Path Underpass

2.2 Hydric Soils

A brief check of the U.S. Department of Agriculture (USDA) Web Soil Survey for this site indicates the soil properties have no hydric soil rating (USDA 2018). The man-made banks of Paradise Creek in the project reach consist primarily of riprap and do not promote water storage in the soils or flooding outside the existing stream channel. Within the channel, soils are too rocky to dig test pits and show no indicators of wetland hydrology. Hydrologic conditions that promote hydric soils along the banks are very short lived in this reach in most years. Visual observations made during annual peak-flow periods indicate no water migration beyond the banks of Paradise Creek. Due to a lack of inundation, soils outside the stream channel are not exposed to anaerobic conditions for periods long enough to develop hydric indicators.

2.3 Hydrology

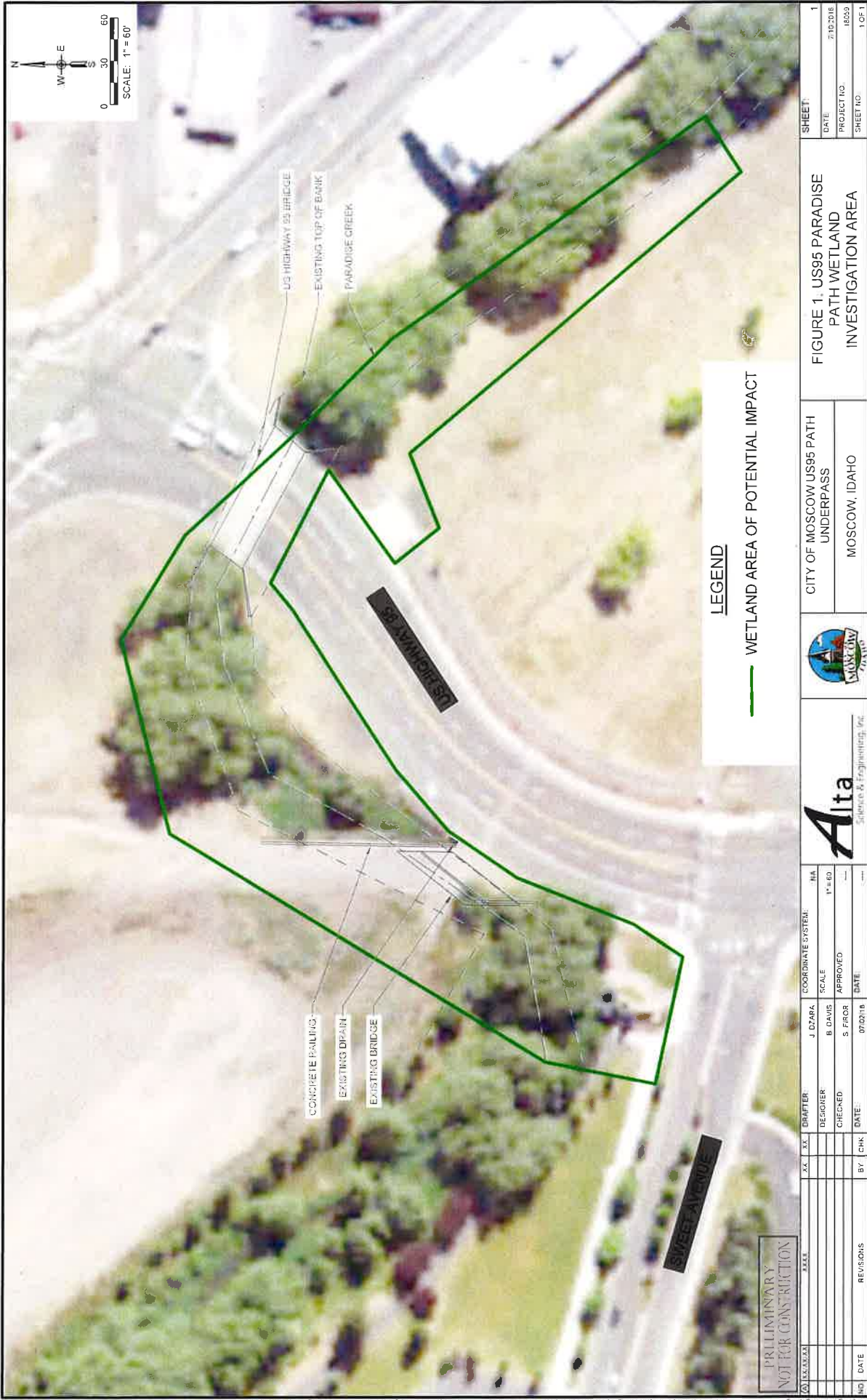
Typical hydrologic indicators of wetlands include surface water, saturation, drainage patterns, and others as listed in the supplement (USACE 2010). None of these indicators were present at this site during the field visit. Even during wetter periods of the year, due to the hydrology of the Paradise Creek, no substantial water storage is likely to occur beyond the lowest portion of the stream channel.

Section 3 Conclusions

The presence or occurrence of wetlands in the project area is unlikely due to the factors discussed in Section 2. No formal wetland delineation is recommended due to conditions observed in the field.

Section 4 References

- U.S. Army Corps of Engineers (USACE), 1987. Corps of Engineers Wetlands Delineation Manual.
- USACE, 2010. Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0).
- U.S. Department of Agriculture (USDA), 2018. Plants Database. Accessed July 12, 2018.
<https://plants.usda.gov/core/profile?symbol=RAAC3>
- USDA. 2018. Web Soil Survey website. Accessed July 5, 2018.
<http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory wetland mapper. Accessed July 5, 2018, at <http://www.fws.gov/wetlands/Data/Mapper.html>





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During preliminary analysis of the underpass design condition, Alta noted a velocity increase over the existing condition of 1.07 feet per second (ft/s) within the bridge/underpass. The velocity increase is not significant in context, as the design condition velocity remains lower inside the bridge than neighboring velocities. For example, in the design condition, the velocity is falling at the bridge entrance from 6.71 ft/s to 5.54 ft/s. This is demonstrated in Figure 1, which shows existing and design velocities in the vicinity of the bridge/underpass. Any change in stream power that is shown to increase chances of scour or erosion can easily be accommodated during design with the addition of upstream armoring.

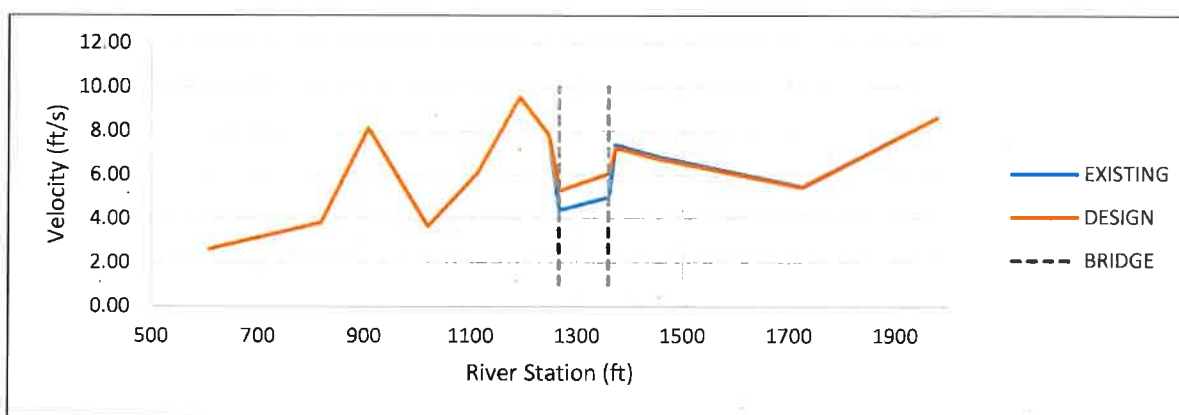


Figure 1. Water velocity near proposed underpass



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Janet Gallimore
Executive Director
State Historic
Preservation Officer

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208.334.2682
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Idaho State Museum:
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208.334.2844

HISTORY.IDAHO.GOV

25 September 2018

Bill Belknap, Director
Community Development Department
221 East Second Street
Moscow, Idaho 83843

Re: Paradise Creek Bridge, Moscow, Idaho

Dear Mr. Belknap:

On 18 September 2018, I conducted a site visit to confirm the eligibility of the Paradise Creek Bridge in Moscow, Idaho, for listing in the National Register of Historic Places. The historic bridge, constructed in 1934, was previously determined eligible for listing by this office in 1998.

While I concur that, at the time, the bridge was likely eligible, on-site evaluation revealed diminished integrity that unfortunately renders the bridge ineligible. Specifically, integrity of setting, feeling and association have all been lost. In addition, integrity of design has been diminished due to removal of much of the western railing. As indicated in National Register Bulletin 15, a property must possess several, and typically most, of the seven aspects of integrity in order to remain eligible for listing in the National Register.

If you have any questions, please contact me via phone or email at 208.488.7468 or matt.halitsky@ishs.idaho.gov.

Sincerely,

Matthew Halitsky, AICP
Historic Preservation Review Officer
Idaho State Historic Preservation Office



Your Safety • Your Mobility
Your Economic Opportunity

Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

Idaho Transportation Department

ITD 1983 (Rev. 08-19)
itd.idaho.gov

Key Number	Project Number	Project Name South Main Pedestrian Underpass
Local Public Agency City of Moscow, Idaho		

Complete the applicable section below and the Certification section.

Right of Way is Not Required

- ☐ All roadway work will be done within the existing right of way.
- ☐ No utilities are involved in this project and, _____, _____, _____, will be retained and protected.
- ☐ _____ (Number) utilities are impacted and agreements are in place.

Right of Way is Required

Number of ownerships acquired 2 Total amount paid \$ Donation

☒ 0 (Number) Temporary Easements are required, but will be acquired by the Sponsor.

Number of parcels in condemnation or pending final settlement 0

Number of Relocations 0

☒ No utilities are involved in this project

☐ 0 (Number) utilities are impacted and agreements are in place for _____, _____, _____,

_____ utilities.

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

I hereby certify that I have no knowledge of any previous hazardous materials use, or contamination discovered, on any of the lands to be utilized on this project.

Agency Contact's Name (Printed) Alisa J. Anderson	Phone Number 883-7600	E-Mail Address aanderson@ci.moscow.id.us	
Attester's Signature (Clerk or Secretary) 	Date 1/31/2020	Chairman, President, or Mayor's Signature 	Date 1/31/2020

Bill Belknap

From: Kara Besst <ebesstk@gritman.org>
Sent: Thursday, June 7, 2018 4:01 PM
To: Bill Belknap
Cc: "ebesstk" (kara.besst@gritman.org); Danielle Breed (breedd@gritman.org)
Subject: Pedestrian Underpass Project

Bill,

At our meeting last week, the Gritman Board agreed that we are interested in moving forward in partnering with the URA on the couplet property beautification and the proposed Pedestrian Underpass Project.

Gritman Medical Center would be interested in donating a portion of property you outlined if the URA removes the old bridge and extends the sidewalk along all of Jackson Street/Hwy 8 to connect with the sidewalk Gritman put in late last year. Should the City not receive the grant or chose not to move ahead with the Pedestrian Underpass, we would like it included that the property will be donated back to Gritman Medical Center.

I will be heading out of the country on Monday, June 11th, and will have very limited access to email and phone. My schedule prior to that is quite busy but we could find a time for a call if you need to discuss further before I leave, if necessary. Otherwise, I will plan on following up when I am back at the end of the month.

Thank you,

Kara Besst

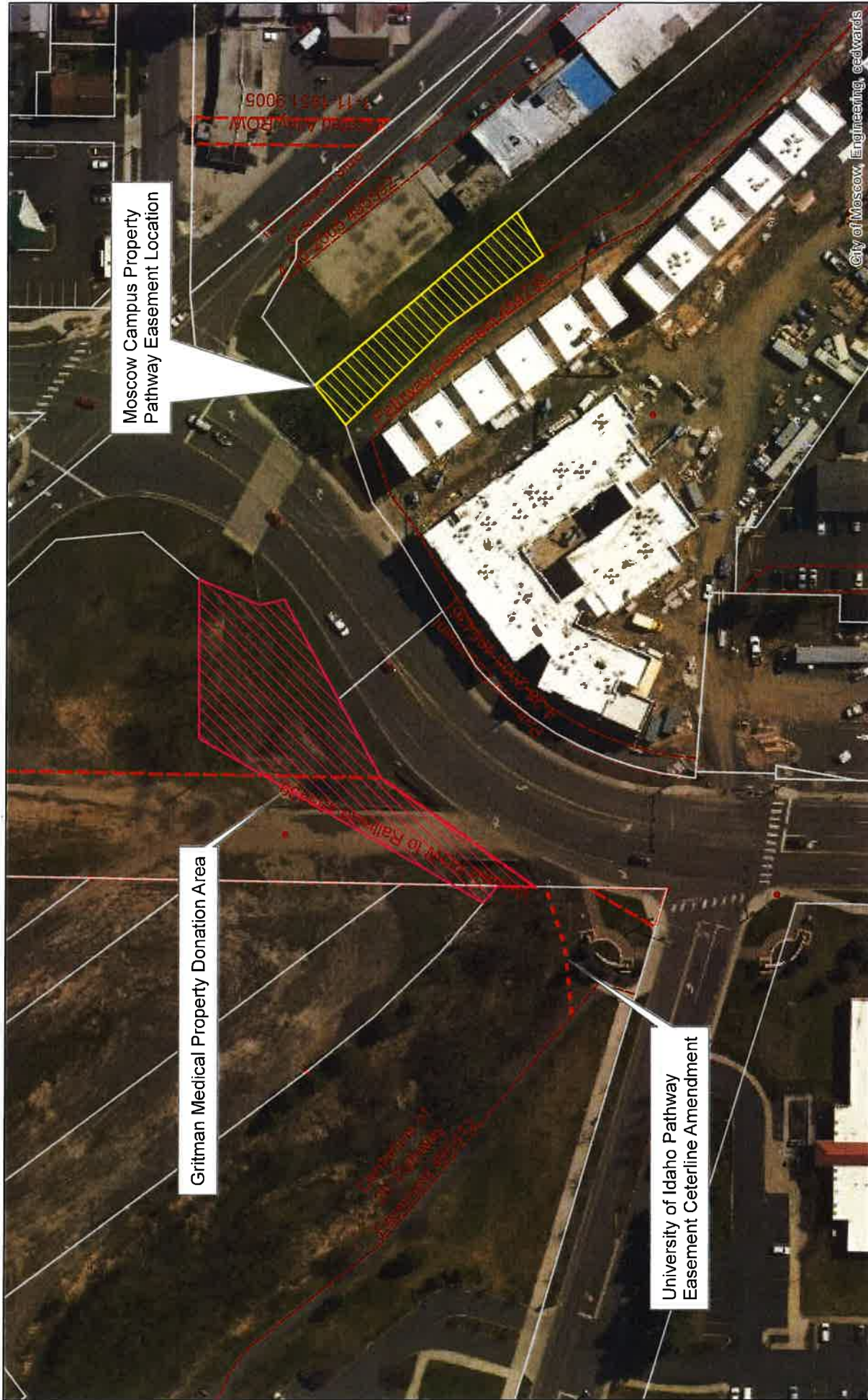
President & CEO | Gritman Administration
 Office: 208-883-2220 | Cell: 509-330-0125
kara.besst@gritman.org | gritman.org
 700 S. Main Street | Moscow, ID 83843



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U.S. Highway 95 Underpass Easement Locations



CITY OF MOSCOW – 2020 TAP APPLICATION FOR THE US HWY. 95 UNDERPASS PROJECT

ADDITIONAL DATA – SUPPORTING INFORMATION

Benefits of a Pedestrian and Bicycle Underpasses – Non-Motorized Travel Route

Pedestrian underpasses allow for uninterrupted flow of pedestrian movement separate from traffic flow. A pedestrian underpass does not increase traffic congestion in either the near or the short term and have become preferable to lane reductions which have become increasingly problematic with population growth. Many pedestrians and bicyclists become part of the problem with using on-street crossings as they are not patient enough to wait until it is safe to cross. Completely removing pedestrians and bicycles from traffic flow removes these safety issues. An underpass provides a complete separation from motor vehicle traffic, provides a crossing where no other facility is available and is also a connection to trails and paths. Underpasses are significantly less expensive when built as part of a reconstruction project retrofitting and existing bridge system. Underpasses that are designed to feel open, well-lit, and safe are an attractive route to all users.

Excerpts from *Moscow on the Move* Transportation Plan – In Reference to the Underpass Project Area

Page 3-64 “A snapshot of Moscow’s Pedestrian environment” provided by using a Pedestrian Environment Quality Index (PEQI). The assessment was divided into two sections, street segment and intersection safety with indicators covering four broad pedestrian environmental categories to include Street Design, Land Use, and Intersection Safety for signalized and unsignalized locations. Scoring levels were defined as Excellent, Good, Adequate, Needs Improvement, and No Sidewalks/Uncomfortable. The last scoring level No Sidewalk/Uncomfortable is defined as the environment is not suitable for pedestrians or they may not feel comfortable using the particular street segment or intersection...pedestrian facilities are not designed for people with mobility impairments and may not be navigable by this user group. In the Key Findings shown in Figure 29 marks the Hwy. 95 and Hwy 8 intersection as “Uncomfortable.” See the following two pages which include the PEQI and Figure 29.

Page 4-37 Roadway & Traffic Operations Strategy future 2035 intersection performance and projects to improve below-standard intersections lists SH-8/US-95/Washington Street (South Couplet); US-95/Styner Avenue/Lauder Avenue; and SH-8/Styner Avenue/White Avenue. All three of these intersection locations are with .25 miles or less from the proposed underpass and traffic from these areas travel directly to the project location.

A snapshot of Moscow's pedestrian environment

Pedestrian Environmental Quality Index (PEQI)

Indicators

In order to establish a baseline understanding of pedestrian conditions in Moscow, street segments and intersections along key arterials, highways, and other important east-west travel corridors were assessed using the Pedestrian Environmental Quality Index (PEQI). Modified from the San Francisco Department of Public Health's version, this tool provides a qualitative observation method for assessing the quality of existing sidewalk and intersection conditions. The assessment is divided into two sections (street segment and intersection safety) with indicators covering four broad pedestrian environmental categories—Traffic, Street Design, Land Use, and Intersection Safety for signalized and unsignalized locations. The table below identifies the indicators included in the analysis.

Weighted scoring for each segment/ intersection was based on each indicator's potential influence on user safety and comfort. Aesthetic design features were weighted lowest unless they contributed to vehicle speed and volume management. Street segments and intersections were scored using a 5-tier qualitative scoring system highlighted in the call out box below.

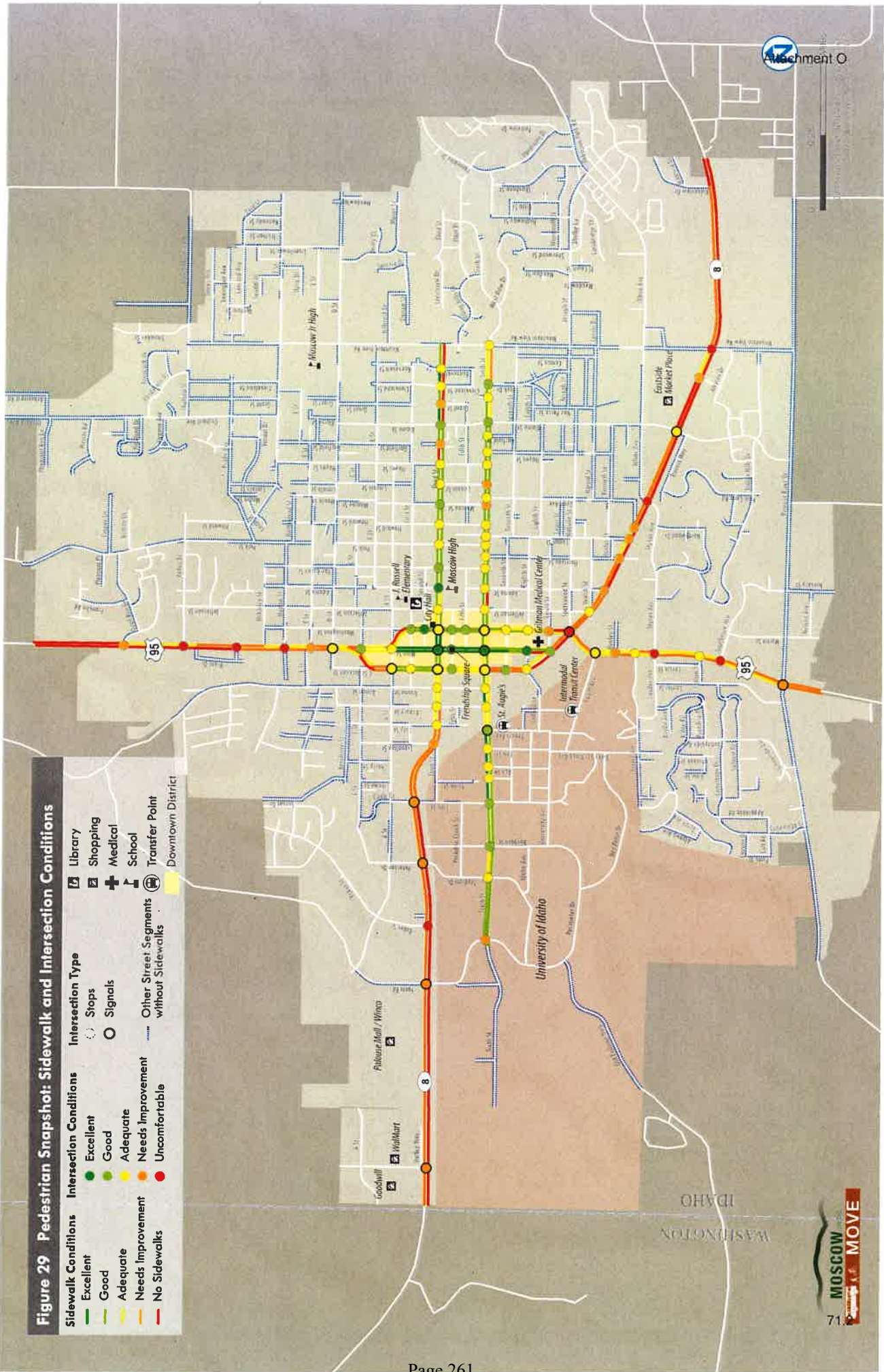
Street segment indicators	Intersection indicators
- Number of vehicle lanes - Traffic direction (one- versus two-way) - Posted speed - Traffic volume (ADT) - Sidewalk width - Pedestrian zone obstructions - Block length - Number of driveway cuts - Trees/Landscaping - Availability of a Pedestrian Buffer - Grade - Pedestrian-Scale Land Use - Density - Active frontage	- Crossing distances - Crossing Link-Node (ratio of marked crossings to intersection links) - Countdown Signal - Extent of traffic control (4-, 3-, 2-way signal or stop) - Availability, type, and quality of curb ramps - Availability of curb extensions

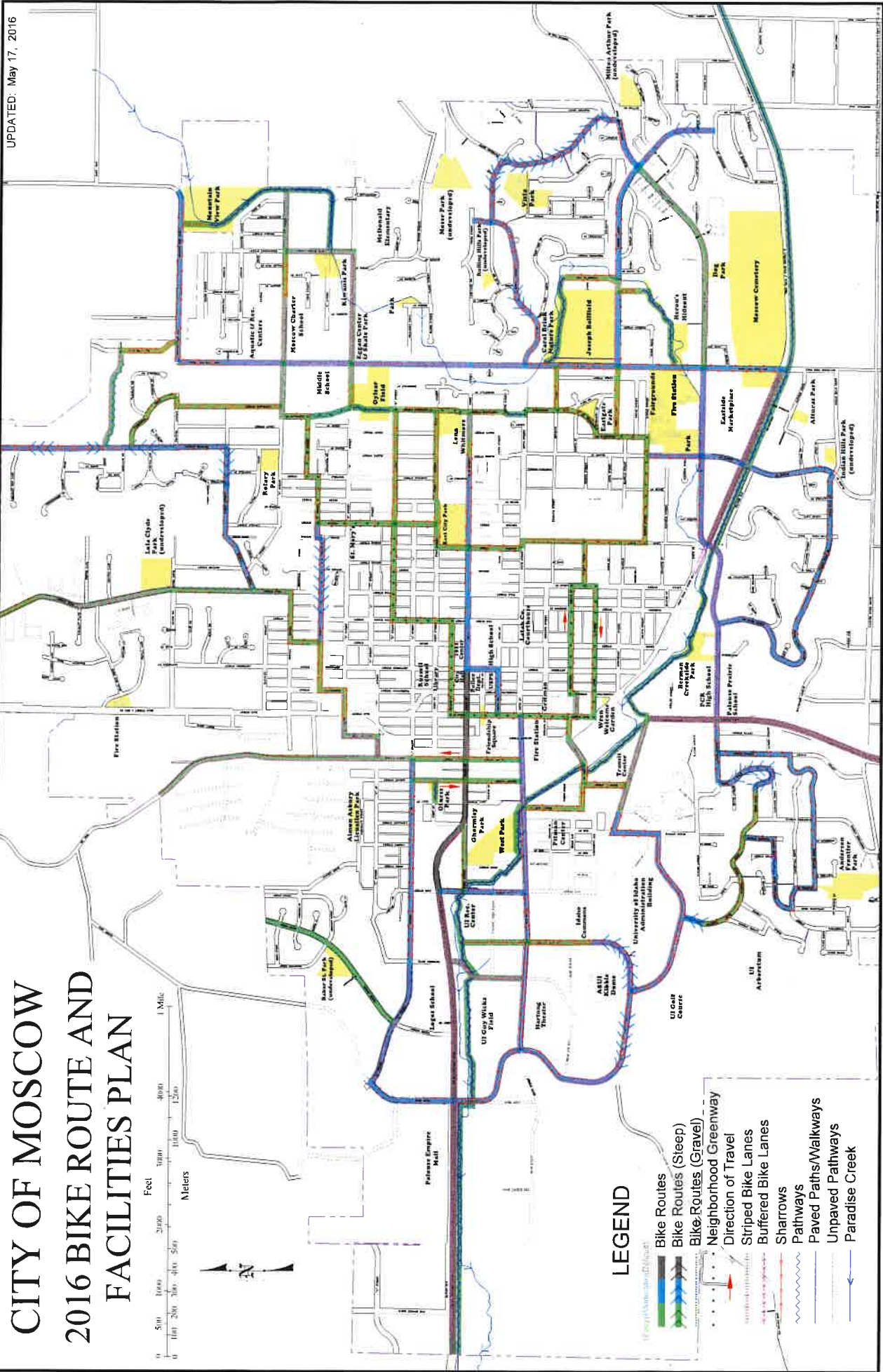
PEQI Scoring Levels Defined

- **Excellent:** Ideal pedestrian conditions exist. Facilities are fully accessible and present little to no challenges to those with mobility impairments.
- **Good:** Reasonable pedestrian conditions exist. People with mobility impairments can easily navigate pedestrian facilities and crossings, yet minor improvements could be made.
- **Adequate.** Basic pedestrian conditions exist. Facilities are navigable by people with mobility impairments, but noticeable impediments or mobility challenges are present.
- **Needs improvement:** Poor pedestrian conditions exist, including, but not limited to, narrow sidewalk space, pinch-points, uneven surfaces, and high speed and volume traffic environments. Those with mobility impairments are met with significant challenges and physical barriers.
- **No sidewalks/uncomfortable:** Environment may not be suitable for pedestrians or pedestrians may not feel comfortable using that particular street segment or intersection. The pedestrian environment offers little to no amenities. Pedestrian facilities generally are not designed for people with mobility impairments and may not be navigable by this user group.

Key Findings

Figure 29 illustrates the final results of the assessment. In general, conditions along US 95 are uncomfortable for pedestrians, largely due to its high volume, high speed nature and limited buffer from automobiles. The western portions of SH 8 are supported by high quality pathways that promote walking, but the intersections scored relatively poorly. Main Street's expansive sidewalks with active frontage, pedestrian buffers, and high visibility crossing facilities explain its high scoring. Another key finding is that Third Street's pedestrian conditions worsen as it transitions from residential character toward downtown until it turns into Pullman Road.





https://dnews.com/local/moscow-to-apply-for-grant-for-south-main-underpass/article_af299d69-b358-5ac3-8507-3da93fdcaff9.html

Moscow to apply for grant for South Main underpass

Pedestrian underpass near south couplet would improve flow, safety

By Garrett Cabeza Daily News staff writer

Jan 28, 2020

The city of Moscow will apply for a grant to help fund the construction of a pedestrian underpass at South Main Street/U.S. Highway 95 to improve the flow and safety of pedestrians using Paradise Path.

The underpass would be similar to the one recently-installed at the intersection of Styner and White avenues and State Highway 8 in Moscow.

Bill Belknap, Moscow deputy city supervisor of community planning and design, told the Moscow City Council Public Works/Finance Committee Monday that pedestrians using Paradise Path use the busy South Main Street-Sweet Avenue intersection to cross the street before reentering the pathway, which can be unsafe.

The proposal is to install a path under the South Main Street bridge located between the south couplet intersection and Sweet Avenue, and connect it to Paradise Path, which picks up behind the brick University of Idaho entrance sign at the corner of Sweet Avenue and South Main Street. The proposed path would allow pedestrians using Paradise Path to avoid interacting with vehicle traffic and pedestrian traffic at the South Main Street-Sweet Avenue intersection.

"This would really help smooth and improve the flow on the pathway system," Belknap said.

The design and construction of the underpass is estimated to cost a little more than \$1 million.

The city will apply this week for the Transportation Alternatives Program grant, asking for \$499,643 from the state for the federal funding, and the city and Moscow Urban Renewal Agency would likely split the remaining \$506,687 for the project if the grant application, which is due Sunday, is approved. The project would be constructed in 2023.

Similar to the Highway 8 underpass, Belknap said the proposed underpass is expected to be flooded about four days per year.

Besides installing the underpass, Belknap said the project would likely include removing the old Highway 95 bridge, which is located on the west side of South Main Street between the south couplet and Sweet Avenue, and installing a sidewalk. The new sidewalk would run on the west side of South Main Street from the South Main Street-Sweet Avenue intersection to the south couplet intersection and then continue west to connect to the existing sidewalk near the Gritman Medical Center gravel parking lot.

Belknap said the old bridge does not provide a functional purpose.

When the south couplet was constructed in 1997, the Idaho Transportation Department anticipated removing the bridge but the Idaho State Historic Preservation Office determined the bridge may be considered historic, so ITD did not remove the structure.

The ISHPO recently issued a letter stating the bridge is no longer eligible for the National Register of Historic Places because of the level of deterioration. Belknap said he believes portions of the bridge's guardrails can be salvaged and repurposed into a historic interpretative station along Paradise Path.

The city council will likely approve the submittal of the grant application at its meeting Monday since the item was placed on the meeting's consent agenda.

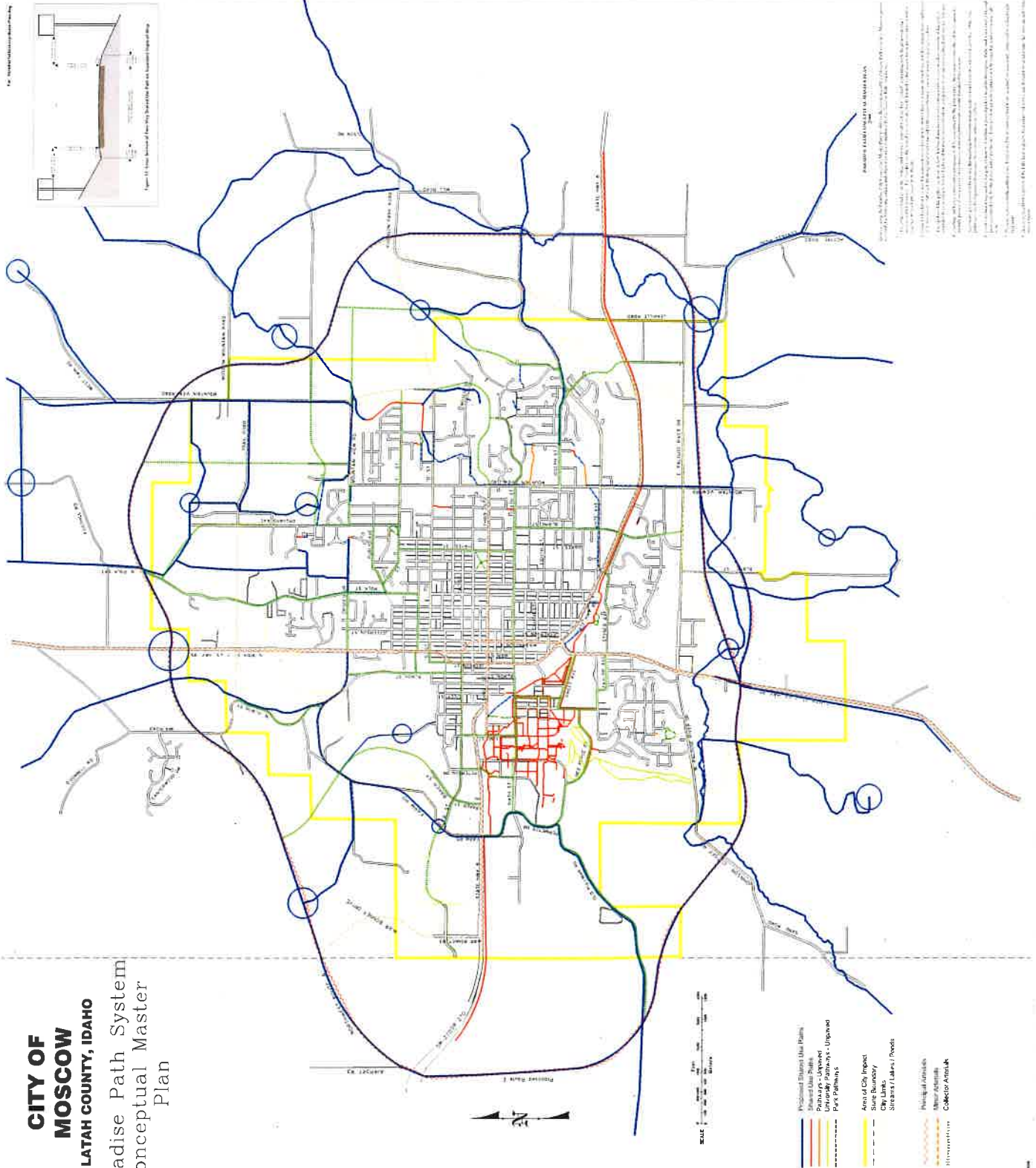
In other business, the city was a recipient of \$295,200 in Federal Emergency Management Agency funding to assess Paradise Creek - from Darby Road just north of Mountain View Park to the Highway 8 underpass — and explore and select flood hazard mitigation alternatives.

The total estimated cost of the study is \$393,600, which would require a local match of \$98,400 — a portion of which has been paid, Belknap said.

The council will consider approving the agreement with FEMA at Monday's council meeting.

*Garrett Cabeza can be reached at (208) 883-4631, or by email to **gcabeza@dnews.com**.*

CITY OF MOSCOW LATAH COUNTY, IDAHO Paradise Path System Conceptual Master Plan



**City of Moscow – 2020 TAP Application
US Highway 95 & State Highway 8 Intersection
Crash Data for the Proposed Underpass Project**

The two intersections that will be most affected by the proposed pedestrian underpass project are the intersections of US Highway 95 (US 95) and State Highway 8 (SH 8) and the intersection of US Highway 95 and Sweet Avenue.

The primary focus of the underpass project is to provide pedestrian and bicycles alternative routes; however, after reviewing the crash data from January 2014 to December 2018 City staff identified both pedestrian and rear-end crashes as the most harmful crash types in the intersections of study.

- Pedestrian crashes were prioritized because they tend to result in more severe injuries, representing twenty-five percent (25%) of the injury crashes at US 95 and SH 8 and seventy-five percent (75%) of the injury crashes at US 95 and Sweet Avenue.
- Rear-end accidents were prioritized because they are the most common accident type, representing forty-seven percent (47%) of the crashes at US 95 and SH 8 and thirty-six percent (36%) of the crashes at US 95 and Sweet Avenue.
- In the current pathway configuration pedestrians are routed along Paradise Creek path to the intersection of US 95 and Sweet Avenue. This configuration results in the pedestrian and bicycle crashes being concentrated at the US 95 and Sweet Avenue intersection with twenty-one percent (21%) of the crashes at that intersection involving pedestrians while at the US 95 and SH 8 intersection pedestrian crashes represent only seven percent (7%) of the crashes.

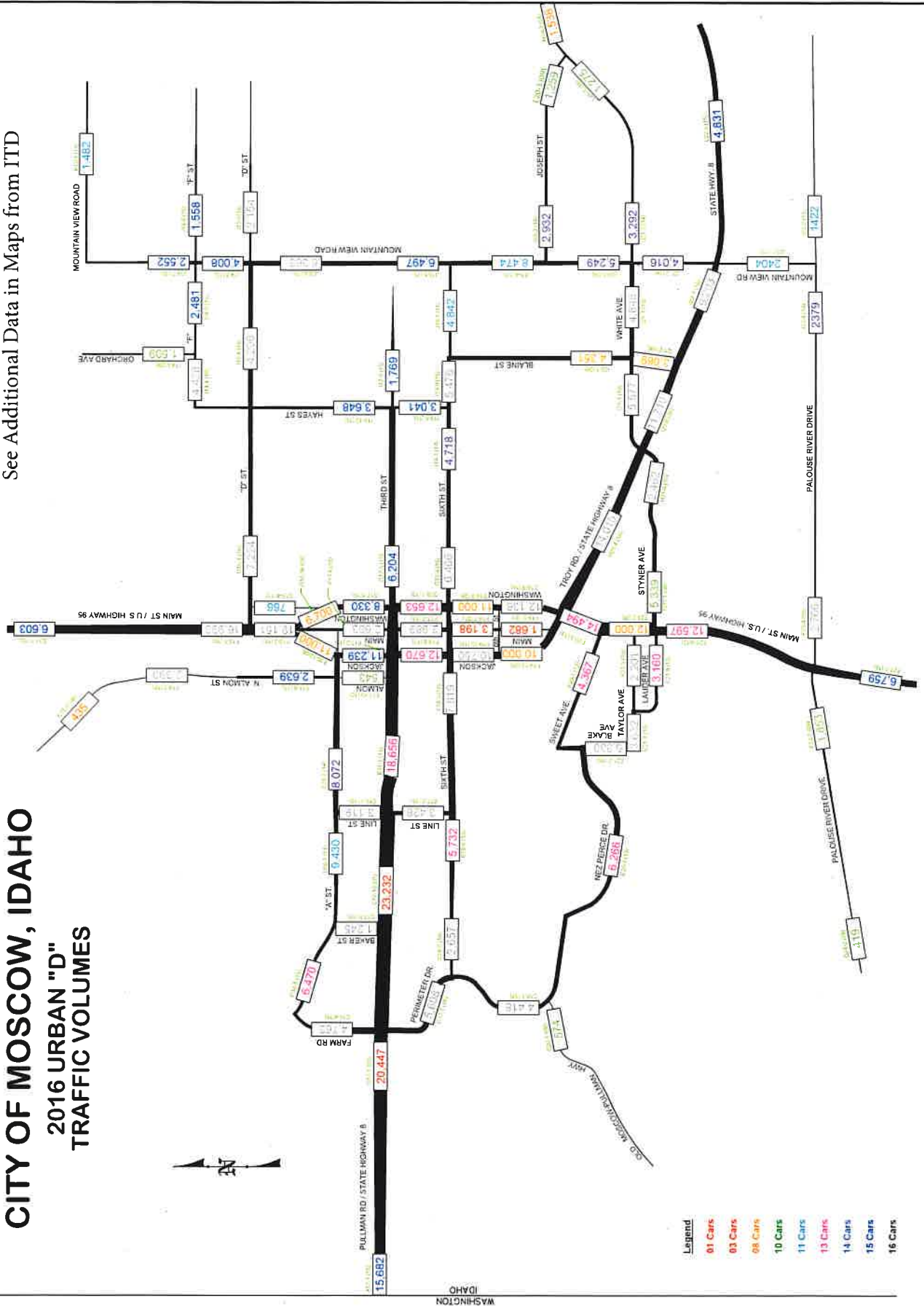
The City anticipates a twofold improvement from the pedestrian underpass. First, by providing a dedicated pedestrian pathway that eliminates the need to cross a busy highway it is expected that this project will greatly reduce the number of pedestrian crossings. Second, reducing the number of traveling pedestrians will reduce the number of items that drivers will have to track helping reduce the rear-end crash occurrences.

The above statistical information was obtained from the ITD-OHS Database.

CITY OF MOSCOW, IDAHO

2016 URBAN "D" TRAFFIC VOLUMES

See Additional Data in Maps from ITD





*Recommended routes are based on public improvements. Decisions on a route to and from school should be based on the child's age, developmental level, and experience with traffic safety, among other things. The caregiver and the child are primarily responsible for the child's safety when they drive, walk or ride to and from school.

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Please observe the following so all riders may enjoy a safe, comfortable ride.

- No smoking.
- No profanity or rude behavior.
- No weapons or hazardous materials.
- No food or alcohol allowed. Beverages allowed in spill-proof containers only.
- No pets, with exception of service animals.
- No radios.
- Shirt and shoes required.

--- ROUTES ---

WEST ROUTE(Green)

UI SUB - UI Dorms - Walmart - QuickCare
Palouse Mall - A Street - Robinson's Trailer
Park - Rosauers - Downtown - Gritman Medical
Center

EAST ROUTE(Blue)

UI SUB - Downtown - Rosauers - D Street
Moscow High School - East City Park
Mountain View Road - Latah County
Fairgrounds - Eastside Marketplace



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Mission Statement

RPT, Inc DBA SMART

(Sustainable Moscow Area Regional Transportation) is a 501(c)(3) non-profit corporation providing ADA accessible and affordable public transportation for the people of our region.

Contact Us

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Moscow, ID 83843
(208) 883-7747
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smart@smarttransit.org

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Revised August 2014

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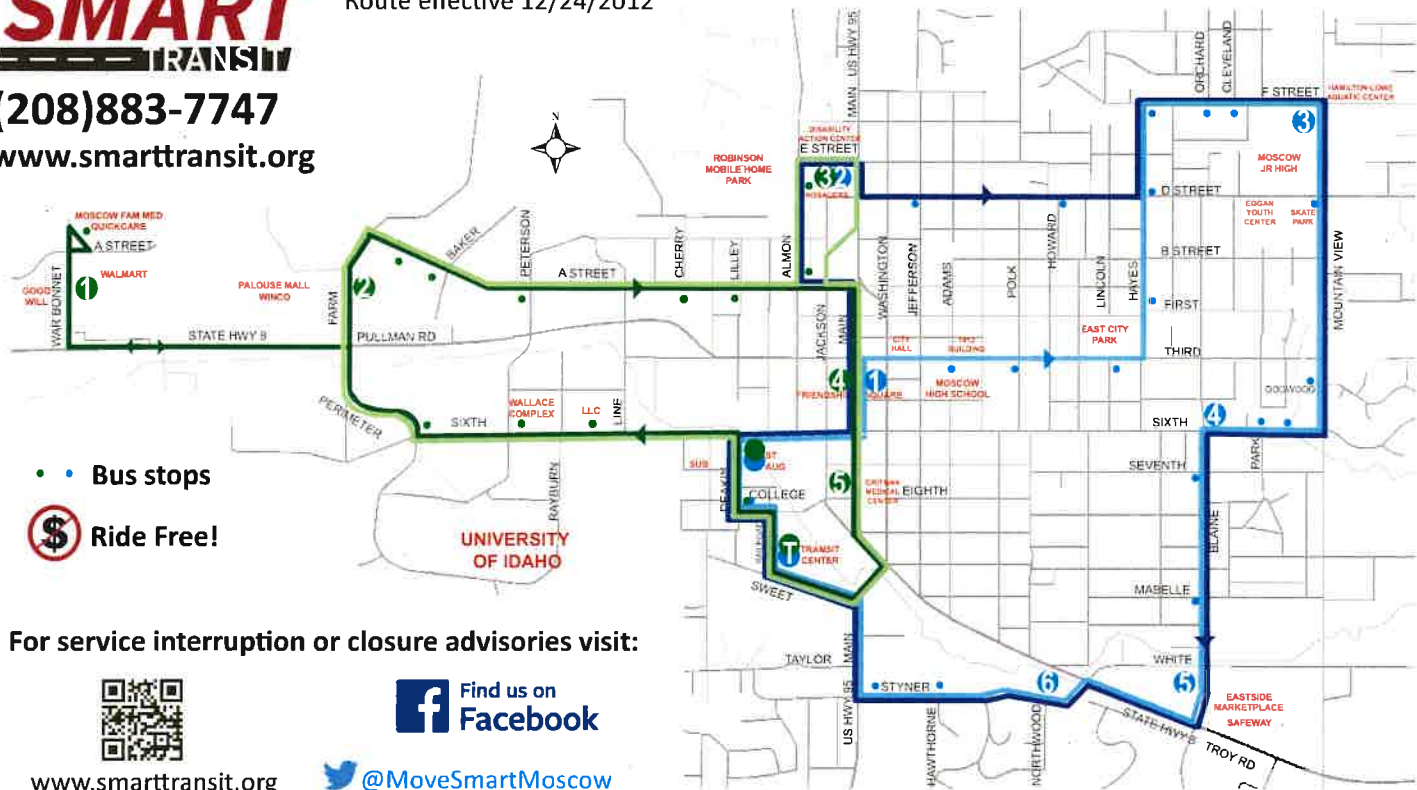


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WEST ROUTE (Green)

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6:40	---	6:45	6:51	6:54	6:55	7:00 AM
7:10	---	7:15	7:21	7:24	7:25	7:30
7:40	---	7:45	7:51	7:54	7:55	8:00
8:10	---	8:15	8:21	8:24	8:25	8:30
8:40	8:47	8:52	---	8:57	8:58	9:00
9:10	---	9:15	9:21	9:24	9:25	9:30
9:40	9:47	9:52	---	9:57	9:58	10:00
10:10	---	10:15	10:21	10:24	10:25	10:30
10:40	10:47	10:52	---	10:57	10:58	11:00
11:10	---	11:15	11:21	11:24	11:25	11:30
11:40	11:47	11:52	---	11:57	11:58	12:00 PM
12:10	---	12:15	12:21	12:24	12:25	12:30
12:40	12:47	12:52	---	12:57	12:58	1:00
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3:40	3:47	3:52	---	3:57	3:58	4:00
4:10	---	4:15	4:21	4:24	4:25	4:30
4:40	4:47	4:52	---	4:57	4:58	5:00
5:10	---	5:15	5:21	5:24	5:25	5:30
5:40	5:47	5:52	---	5:57	5:58	6:00

EAST ROUTE (Blue)

Transit Center	Friendship Square	Rosauers	F at Mt. View	Blaine at 6th	Eastside Marketplace	Styner at Northwood	Transit Center Arrival
T	1	2	3	4	5	6	T
6:40	6:43	---	6:48	6:51	6:53	6:54	7:00 AM
7:10	7:13	---	7:18	7:21	7:23	7:24	7:30
7:40	7:43	---	7:48	7:51	7:53	7:54	8:00
8:10	8:13	---	8:18	8:21	8:23	8:24	8:30
8:40	8:43	8:45	8:48	8:51	8:53	8:54	9:00
9:10	9:13	---	9:18	9:21	9:23	9:24	9:30
9:40	9:43	9:45	9:48	9:51	9:53	9:54	10:00
10:10	10:13	---	10:18	10:21	10:23	10:24	10:30
10:40	10:43	10:45	10:48	10:51	10:53	10:54	11:00
11:10	11:13	---	11:18	11:21	11:23	11:24	11:30
11:40	11:43	11:45	11:48	11:51	11:53	11:54	12:00 PM
12:10	12:13	---	12:18	12:21	12:23	12:24	12:30
12:40	12:43	12:45	12:48	12:51	12:53	12:54	1:00
1:10	1:13	---	1:18	1:21	1:23	1:24	1:30
1:40	1:43	1:45	1:48	1:51	1:53	1:54	2:00
2:10	2:13	---	2:18	2:21	2:23	2:24	2:30
2:40	2:43	2:45	2:48	2:51	2:53	2:54	3:00
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3:40	3:43	3:45	3:48	3:51	3:53	3:54	4:00
4:10	4:13	---	4:18	4:21	4:23	4:24	4:30
4:40	4:43	4:45	4:48	4:51	4:53	4:54	5:00
5:10	5:13	---	5:18	5:21	5:23	5:24	5:30
5:40	5:43	5:45	5:48	5:51	5:53	5:54	6:00

From: Lisa Losness <Lisa.Losness@itd.idaho.gov>
Sent: Wednesday, January 29, 2020 3:49 PM
To: Alisa J. Anderson <aanderson@ci.moscow.id.us>
Subject: RE: [EXTERNAL] City of Moscow - Transportation Alternative Program (TAP) - Grant Request

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.

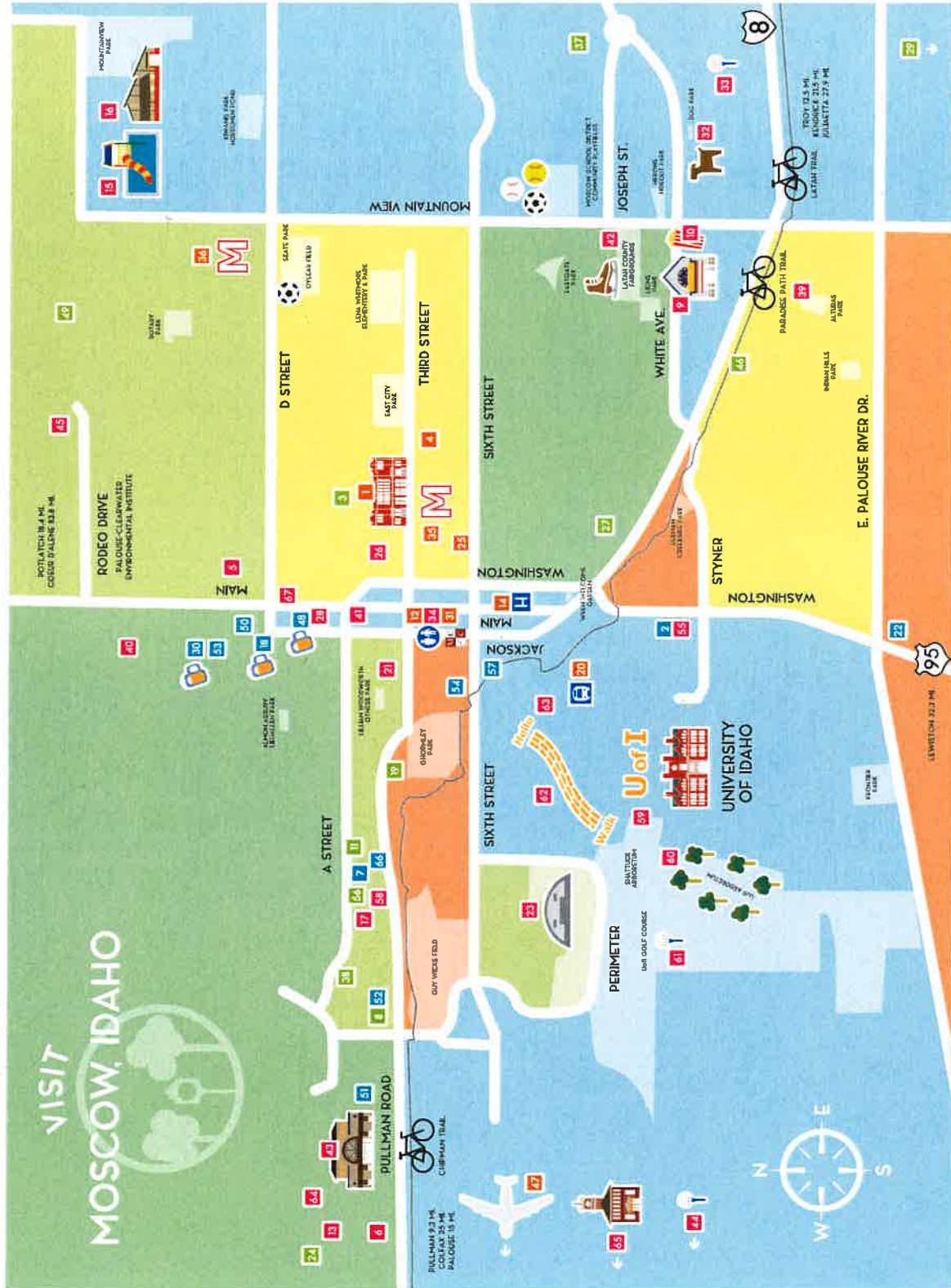
Please accept this e-mail as confirmation that the City of Moscow Police Department (MPD) actively participates with the ITD Office of Highway Safety grant program through High Visibility Enforcement Mobilizations and the child passenger safety programs. MPD has partnered with ITD OHS for over 10 years. MPD has active child passenger safety technicians and receives grant funds to purchase and distribute seats to those who may need them.

Lisa Losness, Grant Contracts Officer
Office of Highway Safety
P: (208) 334-8103
F: (208) 334-4430

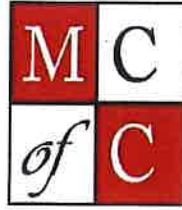
MAP KEY

- SEE & EXPLORE
- EAT & DRINK
- STAY & PLAY
- MEET & PLAN

- 1972 Center & Heart of the Arts, Inc.
- A & W Restaurant of Moscow
- Antidote's Bed, Bath, and Beyond
- American Legion Post 6
- Anytime Fitness
- Appaloosa Museum and Heritage Center
- Arby's of Moscow
- Best Western Plus University Inn
- Eastside Marketplace
- Eastside Cinemas
- Friendship Square
- Goodwill Industries of the Inland Northwest
- Grimm's Medical Center
- Hamilton-Lowe Aquatics Center
- Hamilton-Lowe Indoor Recreation Center
- Hope Center Thrift Store
- Hunga Dunga Brewing Co
- Idaho Inn
- Intermodal Transit Center
- Intrigue-Accents for Home & Living
- Iron Wok
- Kibble Denim
- La Quinta Inn
- Latah County Courthouse
- Latah County Library District
- Little Green Guesthouse
- Main St. Antique Mall
- Meadowlands Bed & Breakfast and Chapel
- Moscow Brewing Company
- Moscow Chamber of Commerce/Visitor Center
- Moscow Dog Park
- Moscow Elk #269
- Moscow Farmers Market
- Moscow High School
- Moscow Middle School Bear Den
- Moscow-Pullman Bedfinders Motel 6
- Northwest River Supplies
- Palouse Empire Gymnastics
- Palouse Habitat for Humanity
- Surplus Store
- Palouse Ice Link
- Palouse Mall
- Palouse Ridge Golf Course
- Palouse-Clearwater Environmental Institute Nature Center
- Peterson Barn Guesthouse
- Pullman-Moscow Regional Airport
- Rain's & River Brewery
- Red Pheasant House
- Rowlers
- Sangria Grille
- Seasons Public House
- Sisters Cookie Company
- Stax Sandwich Shop
- Summit Sports, Inc.
- Super 8
- Taco Time
- Tri-State Outfitters
- University of Idaho
- University of Idaho Alumni Union
- University of Idaho Golf Course
- University of Idaho Health Walk
- Vandal Store
- Wal-Mart
- Washington State University
- Wendy's
- Woodland Enterprises
- Smoky Bear Gifts



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January 29, 2020

Brian Ness, Director
 Bill Moad, Chairman
 Idaho Department of Transportation
 PO Box 7129
 Boise, ID 83707-1129

Re: Transportation Alternatives Program (TAP) 2020 Funding Application -
 City of Moscow - South Main Pedestrian Underpass

Dear Director Ness and Chairman Moad,

As the Executive Director of the Moscow Chamber of Commerce and Visitors Center, as well as a representative of the Moscow business community, I would like to take this opportunity to express our support for the project the City of Moscow is submitting to ITD for TAP funding. The proposed US Hwy. 95 Pedestrian Underpass project will provide a significantly safer and more convenient crossing on the state highway for all pedestrian and multimodal users of Paradise Path throughout the downtown business corridor. This area has become very congested with both pedestrians/bicyclists and traffic which creates an unsafe bottleneck at the intersections near the project location.

There is new business development surrounding the project area to include a bank and multi-tenant building providing personal services, automotive repair, and the continued expansion of the services at Gritman Medical Center. The area also includes many high-density residential apartments blended with medical offices, convenience store, fast foods, and of course the entrance to the University of Idaho (UofI) campus which includes the Intermodal Transit Center.

There are a large number of pedestrians and bicyclists, to include UofI staff, faculty and students, which travel the project location throughout the entire day going to their homes or downtown to the many restaurants, coffee shops, and retail businesses. The proposed underpass will provide a much safer route to all of these destinations outlined above and will eliminate pedestrian/bicyclist conflicts and traffic delays on US Highway 95 and Sweet Avenue.

This underpass project would link with the City's recently completed State Hwy. 8 pedestrian underpass project which also received TAP funding and has been well received by the business community. These two underpasses will eliminate two major roadway conflicts by providing continued connectivity on Paradise Path creating a safe route and expanded use of the pathway system as an alternative travel option to downtown.

The Moscow Chamber of Commerce and Visitors Center strongly encourages the approval and funding of this important project and looks forward to promoting the travel route to the local community and the many tourists who visit Moscow looking forward to walking and biking throughout the City.

Sincerely,

Jenny Ford, Executive Director

411 S. Main, P.O. Box 8936 ♦ Moscow, Idaho 83843

(208)882-1800 ♦ www.moscowchamber.com



Partnership for Economic Prosperity

PO Box 9464 • 1006 Railroad Street • Moscow, Idaho 83843



January 28, 2020

Brian Ness, Director
 Bill Moad, Chairman
 Idaho Department of Transportation
 PO Box 7129
 Boise, ID 83707-1129

Dear Director Ness and Chairman Moad,

As the Executive Director of the Partnership for Economic Prosperity (PEP), I am writing this letter in support of the City of Moscow's funding request to the Transportation Alternatives Program for the South Main Underpass Project on US Hwy. 95.

The intent of PEP is to bring business, government, education and community leadership together for the purpose of strengthening the economy through business development. We work with the City of Moscow and the small towns located in Latah County. We support projects that provide safety and physical connectivity among the residents and those infrastructure improvements that support non-motorized development of systems for pedestrians and bicyclists alike in Moscow. An underpass that provides continued connectivity on Paradise Path also promotes routes to travel throughout Latah County with the direct connection to the Latah Trail.

There is new business development throughout the proposed project area in the fields of banking, personal care, and expansion of Gritman Medical Center services. The area also includes multitenant residential apartments mixed with a convenience stores, fast foods, and the University of Idaho (UI) campus. If constructed the underpass will provide a safer route to all of these commercial and residential locations listed above and will greatly reduce pedestrian/bicyclist conflicts and traffic delays on US Highway 95 and Sweet Avenue.

PEP strongly encourages ITD's approval of the City's funding request and we look forward to promoting the new safe route to the community and the many tourists who visit Moscow and Latah County.

Sincerely,

Gina Taruscio, MPA Executive Director

The Partnership for Economic Prosperity, Inc.

CITY OF MOSCOW – 2020 TAP APPLICATION FOR THE US HWY. 95 UNDERPASS PROJECT**DEMOGRAPHICS - ADDITIONAL DATA – SUPPORTING INFORMATION****Demographics of the Project Area**

Page 4-6 of *Moscow on the Move* states Low Income states "the highest density of low-income residents, defined as households earning at or below the federal poverty level. Figure 6 in this section shows the highest density of low-income residents is concentrated along Sixth Street on the actual campus of the University of Idaho, which are the dormitories occupied by students" is included in the 4 Block Group shown on the next page.

The 2015, the City and County Low to Moderate Income Data (LMI) provided by the Idaho Department of Commerce under Communities - Grant Resources shows the City of Moscow as the 16th highest city in the State with a Low-Income Population of 8,300, and Low-Moderate Population of 11,950 of a total population of 21,415 with the City of Moscow's Low-to-Moderate Income Population calculated at 55.8% of the total City population.

The FY2019 HUD Section 8 Income Limits for Latah County list a one (1) Person Household for Extra-Low Income at \$14,500, Very-Low Income \$23,600 and Low-Income of \$37,750. A Demographic Profile provided by ERSI in Attachment Y on the next page shows current information in a 4 Block Group to include the project area. This chart states the Median Household Income is \$22,761 which is considered Very Low Income under HUD criteria. The Demographic Profile provides additional statistical information about the Block Group encompassing the project location.

DEMOGRAPHIC PROFILE

4 Block Groups

Geography: Black Group

Moscow



EDUCATION

2%

No High School Diploma



14%
High School Graduate



32%
Some College



52%
Bachelor's/Grad /Prof Degree

EMPLOYMENT



White Collar



Blue Collar



Services

64%

15%

21%

8.6%

Unemployment Rate

KEY FACTS

7,723

Population

22.5

Median Age

2,407

Households

\$19,770

Median Disposable Income

INCOME



\$22,761
Median Household Income

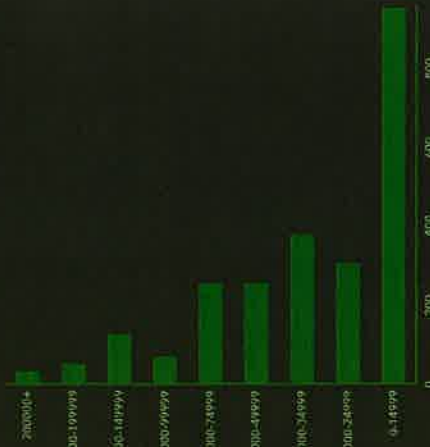


\$12,622
Per Capita Income



\$9,511
Median Net Worth

HOUSEHOLD INCOME (\$)



This report does not provide current information but is included to provide an example of the data that has been tracked and is not currently available in this format. due to volunteer and staff transitions.

Attachment Z



iCount

Summary Report

Preliminary analysis of bicycle and pedestrian counts

Submitted to

City of Moscow Active Living Task Force

by

Aaron Buckley and Mike Lowry
Bioregional Planning and Community Design Program
University of Idaho
February 3, 2012

iCount Summary Report

Abstract

On October 13, 2011 “iCount” was conducted by volunteers working with the City of Moscow’s Active Living Task Force to count the number of cyclists and pedestrians at selected intersections and streets throughout Moscow. Counts were collected at 29 locations. Most locations had volunteer counters for the morning peak hours 7:00 – 9:00 am and evening peak hours 4:00 – 6:00 pm. This report summarizes preliminary findings from the data and makes recommendations for future iCount events.

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Data Entry	1
Analysis and Findings.....	2
Discussion	14
Recommendations for Future Work.....	15
Appendix A: Data Entry Forms for Excel	17

Introduction

October 13, 2011 the City of Moscow's Active Living Task Force put on the city's first "iCount" to count cyclists and pedestrians at locations around Moscow, Idaho. With the use of 44 volunteers counts were collected at 29 different locations. The counts included information about turning movements, through movements, helmet use, and sidewalk/street use for cyclists, pedestrians, skateboarders, and assisted people. A series of community meetings were conducted before and after the event to help train volunteers, answer questions, and to recap the effort.

Our research team was asked to explore the data and make preliminary observations. The next section of this report describes how we entered the data into Excel. This is followed by a section explaining our analysis and findings. In the final two sections, we discuss the findings and offer recommendations for future iCount events.

Data Entry

We created two "data entry forms" for Microsoft Excel. The forms mimic the hardcopy printed data-sheets used by the volunteer "recorders" in the field. Screenshots of the Microsoft Excel forms are shown in Appendix A. Both forms have an area for the recorder's name, location ID, date of the count, the 15 minute interval, and any comments made by the recorder in the field.

On the intersection data entry form, Figure A-1, there is space to record the number of cyclists, pedestrians, and assisted/other (wheelchairs, skateboards, etc.) along with their turning direction, the recorders location, and each of the streets either north/south or east/west.

For the screenline data entry form, Figure A-2, the counted street, cross streets, and different categories are recorded. A screenline indicates that there is an imaginary line drawn across a path or roadway that when a person passes through they are recorded. Additionally, the screenline locations used two different categories to distinguish individuals. These categories include helmet use or no helmet use and roadway or sidewalk use. As the forms were transferred from paper to this electronic form an Excel spreadsheet was populated as the electronic forms were submitted.

Analysis and Findings

After we entered the data, we used Excel to calculate totals and ArcGIS and Google to make maps. Our analysis sought to answer the questions listed below.

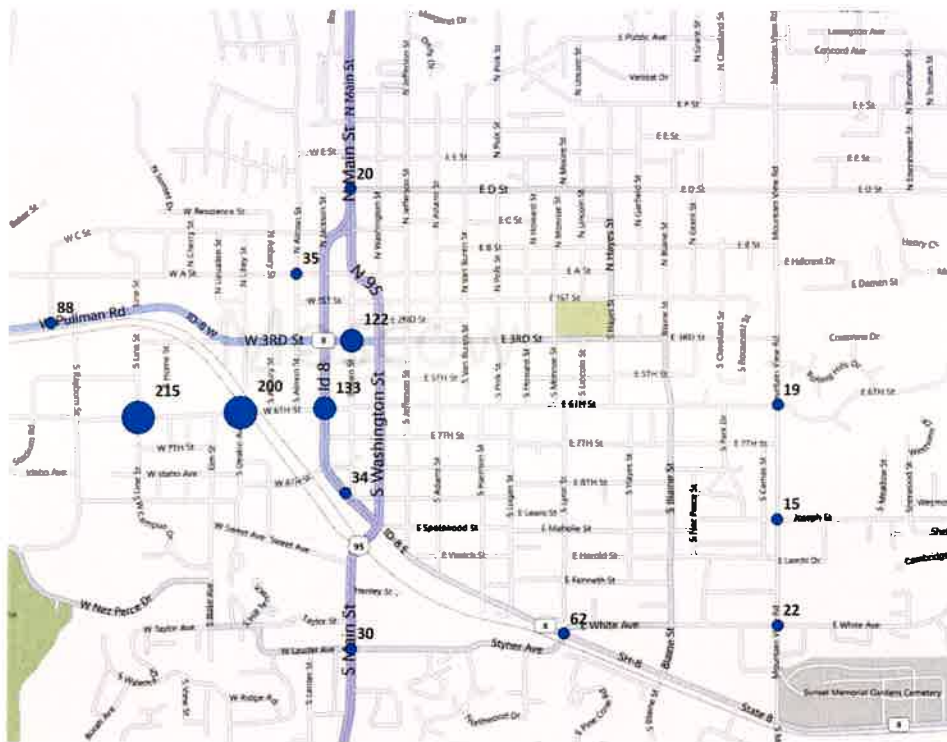
Analysis Questions

- Question 1. How do the intersections compare in terms of total bicycle and pedestrian volumes?*
- Question 2. Where were "other" modes, including mobility assisted devices, observed?*
- Question 3. What are the turn movement volumes for Jackson Street and 6th Street?*
- Question 4. What are the turn movement volumes for Styner Avenue and Highway 95?*
- Question 5. What are the directional bicycle and pedestrian volumes for the paradise path at the locations that were counted?*
- Question 6. What percentage of bicyclists were wearing helmets along the Paradise Path screenline locations?*
- Question 7. What percentage of bicyclists were riding on the sidewalk at the three screenline locations?*
- Question 8. How many bicyclists and pedestrians were headed toward school on the day of iCount and how does that compare to the day before which was a Safe Routes to School event (counts were made for the Jr. High School, McDonald Elementary, and Lena Whitmore Elementary)?*

These questions were chosen as illustrative examples. Many other questions might be answered with the iCount data (see the Recommendation section of this report). The following figures help answer each question and are discussed in the next section.



Page 282



1c. PM bicyclists



1d. PM pedestrians

Figure 1. How do the intersections compare in terms of total bicycle and pedestrian volumes?

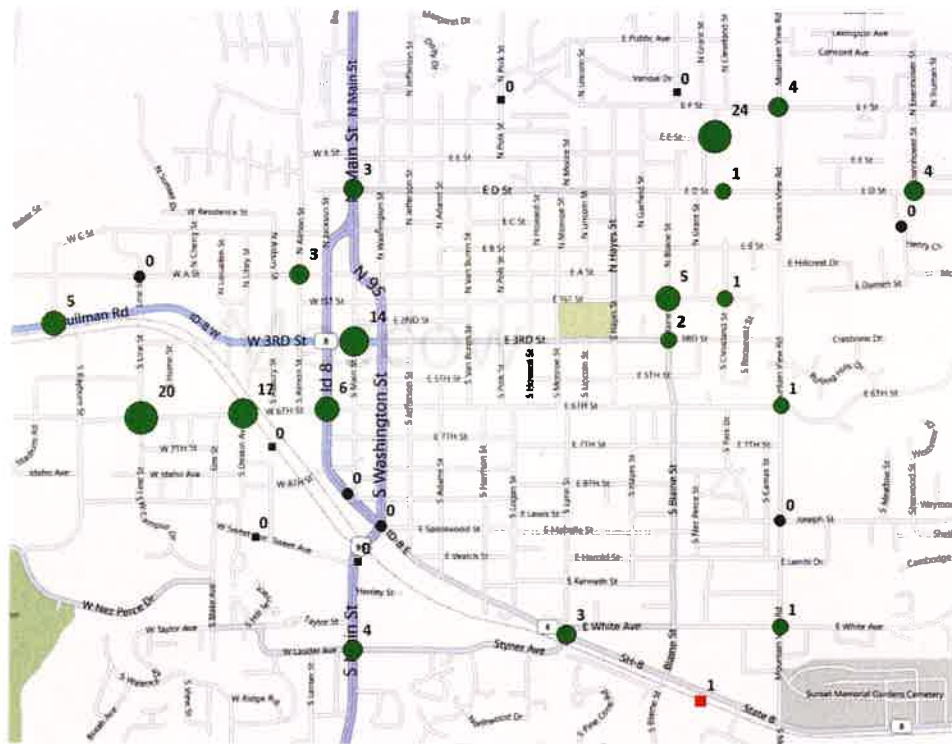
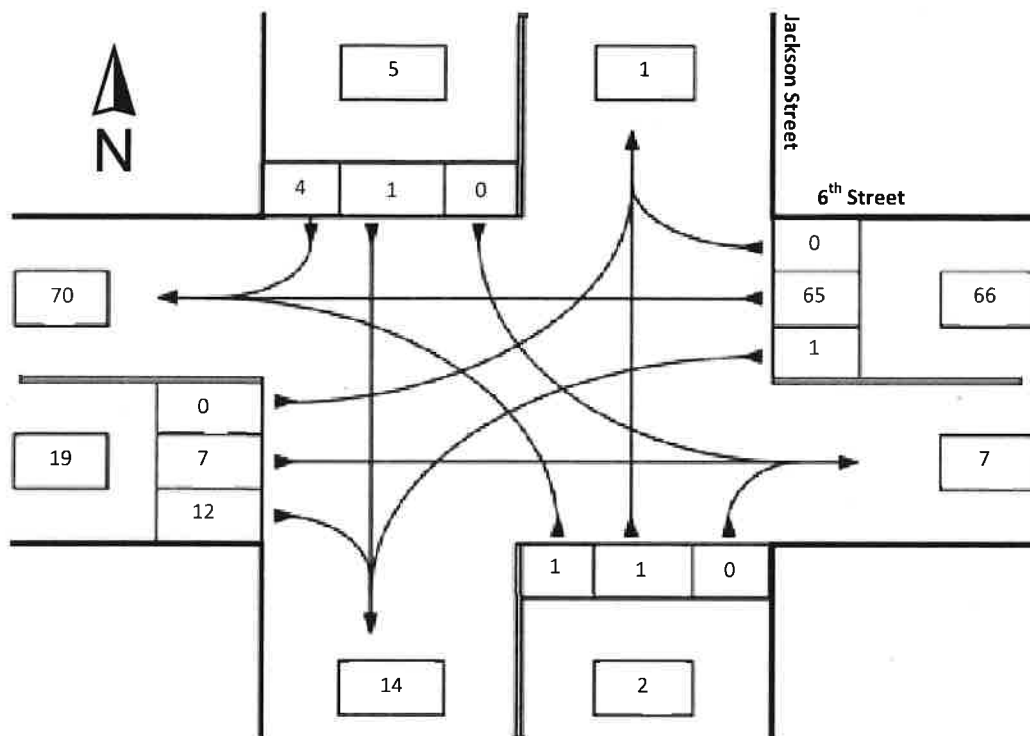
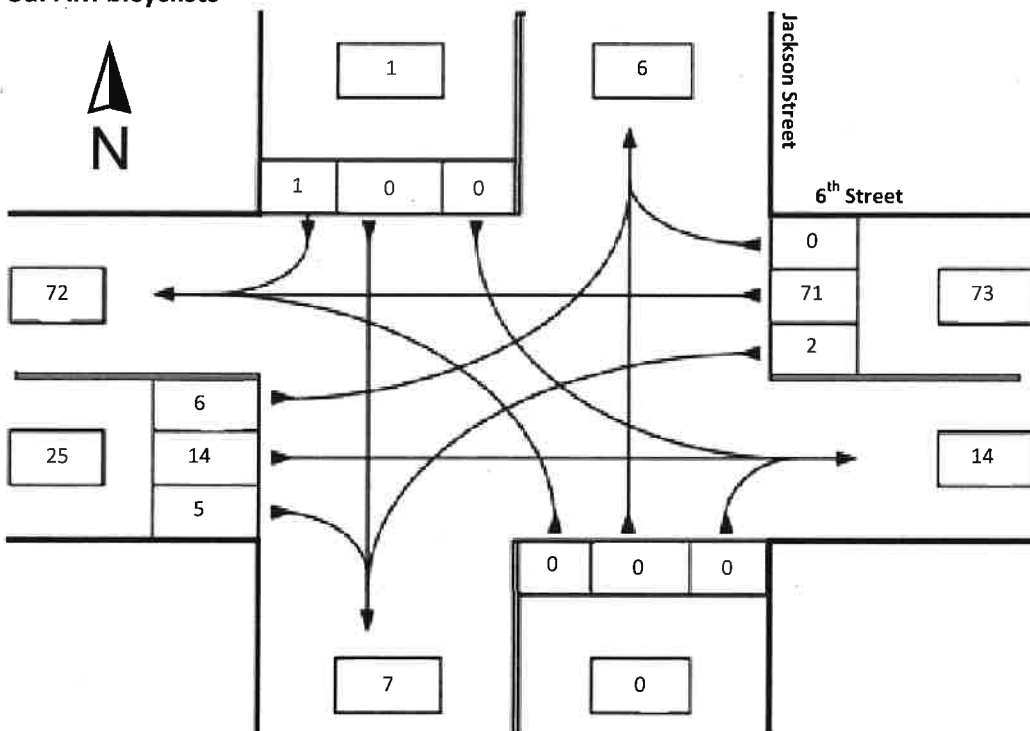


Figure 2. Where were “other” modes, including mobility assisted devices, observed?

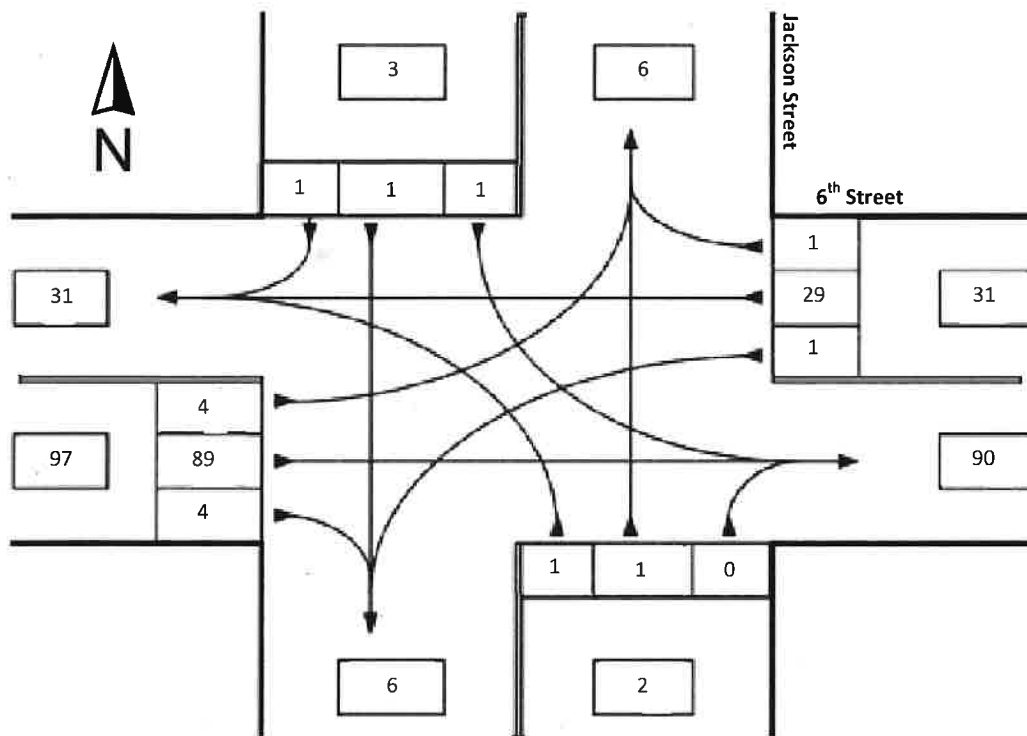


3a. AM bicyclists

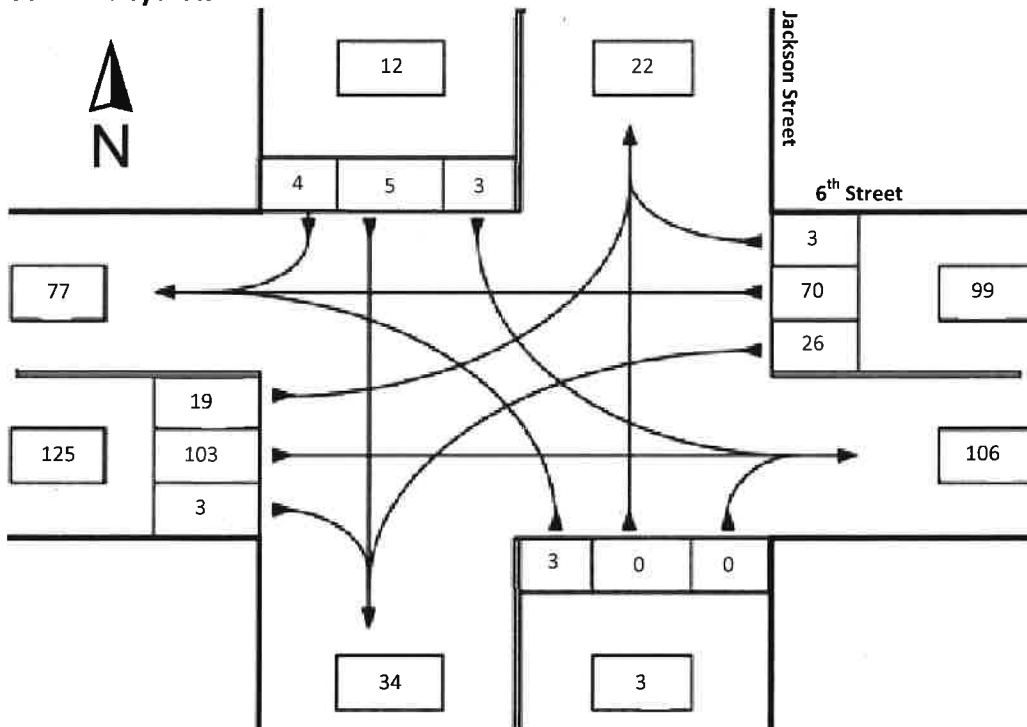


3b. AM pedestrians

Figure 3. (continued next page)

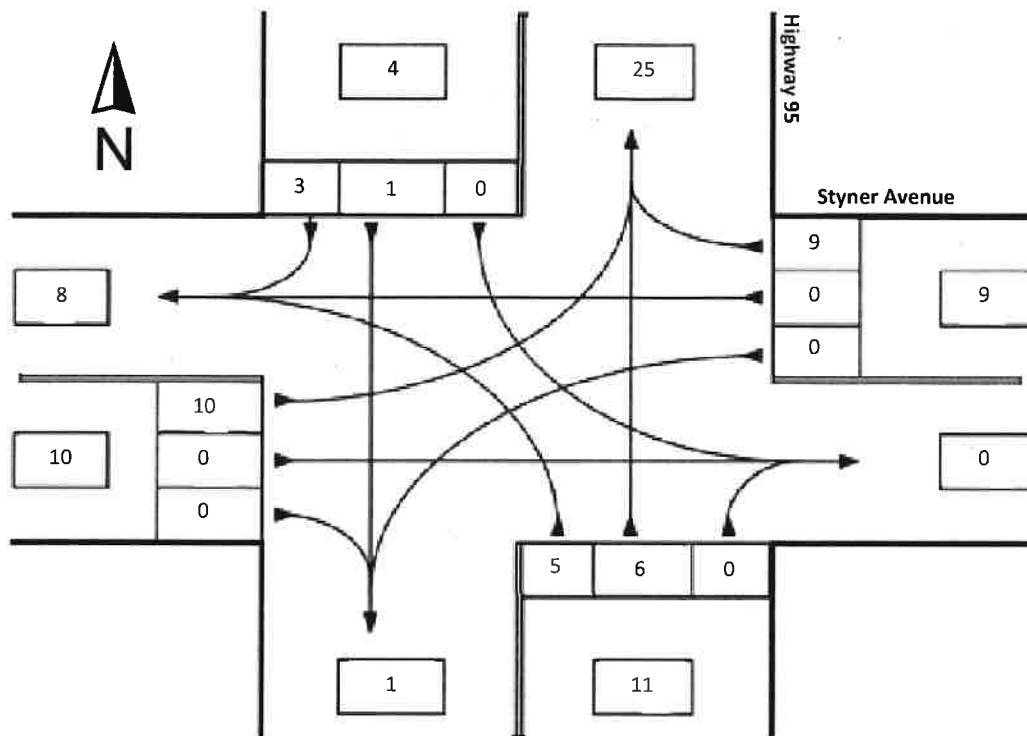


3c. PM bicyclists

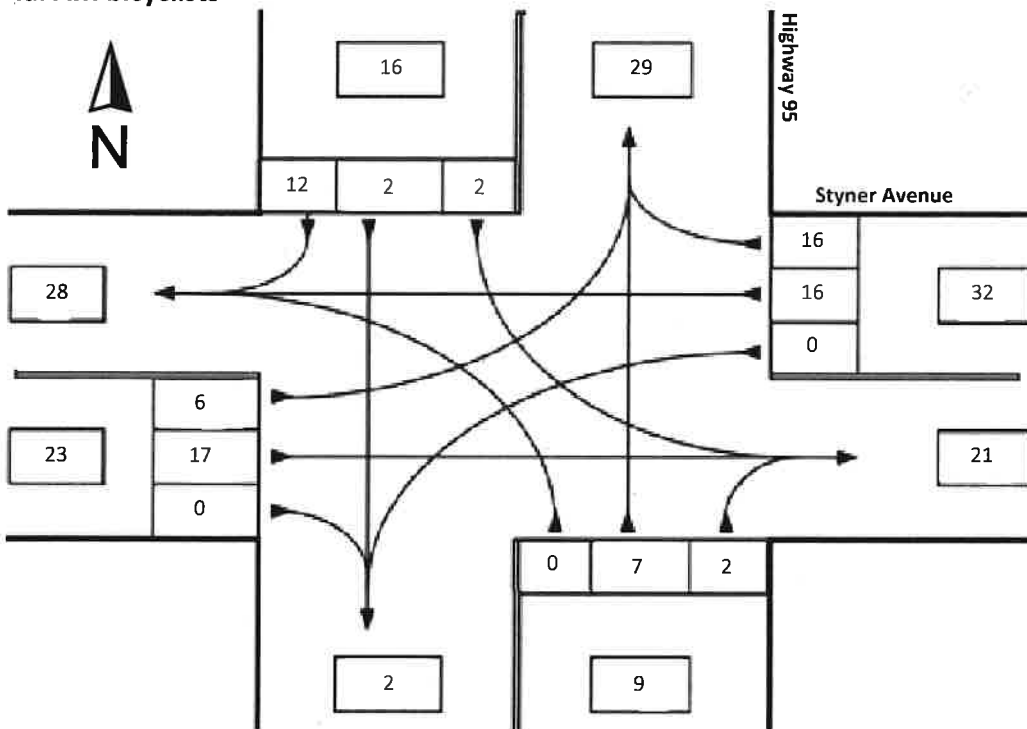


3d. PM pedestrians

Figure 3. What are the turn movement volumes for Jackson Street and 6th Street?

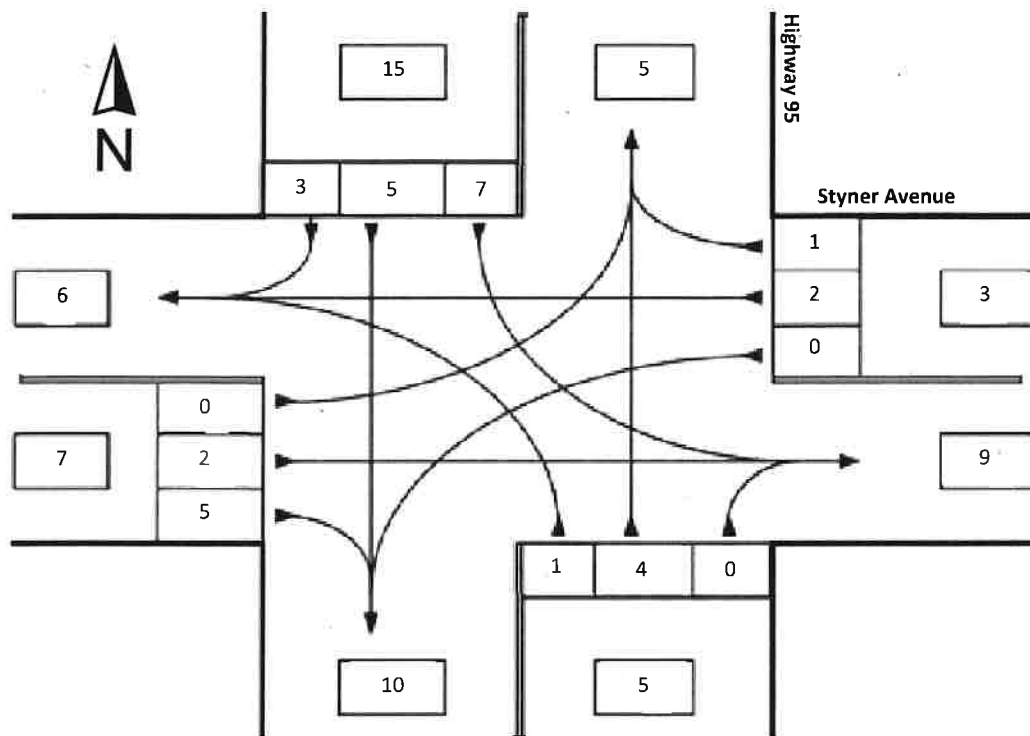


4a. AM bicyclists

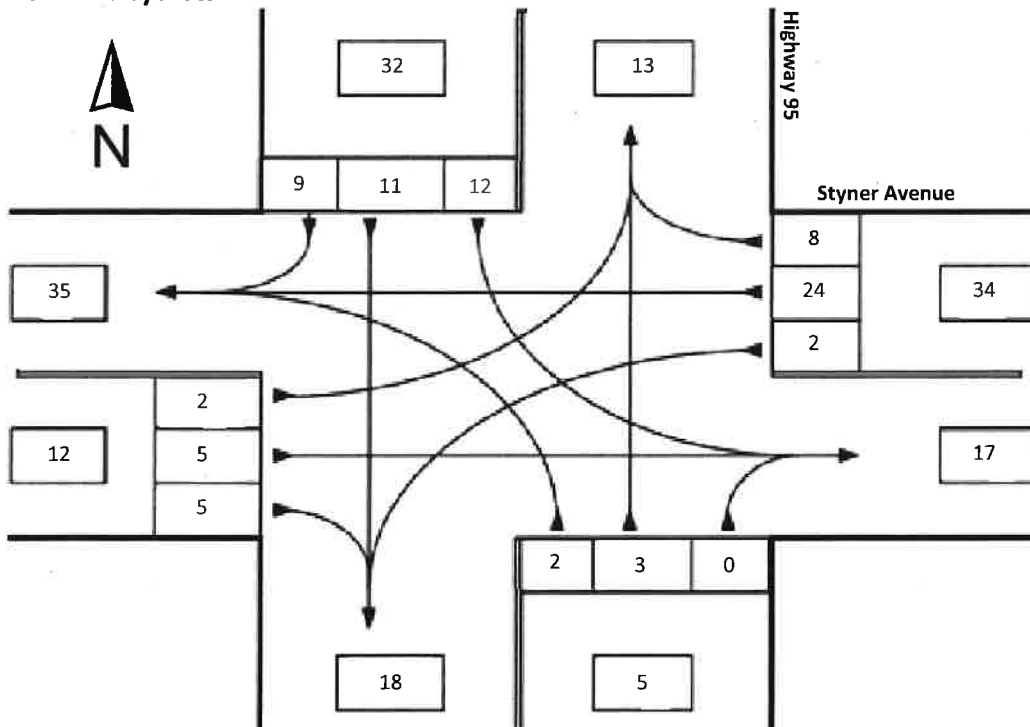


4b. AM pedestrians

Figure 4. (continued next page)



4c. PM bicyclists

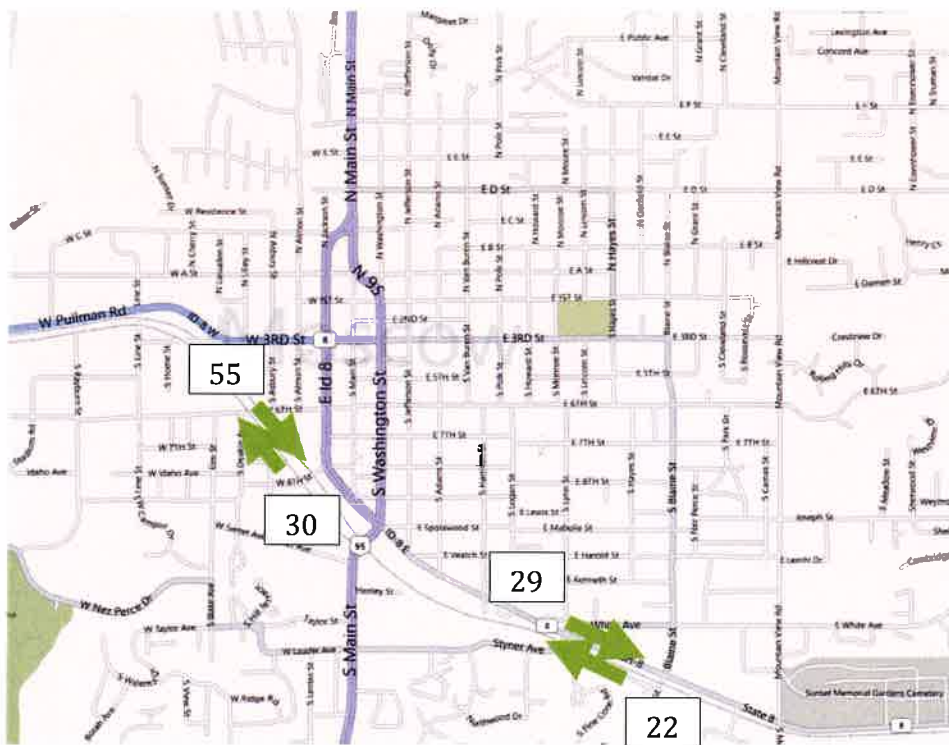


4d. PM pedestrians

Figure 4. What are the turn movement volumes for Styner Avenue and Highway 95?



5a. AM Pedestrian, Bicyclists, and Other/Assist



5b. PM Pedestrian, Bicyclists, and Other/Assist

Figure 5: What are the directional bicycle and pedestrian volumes for the paradise path at the locations that were counted?

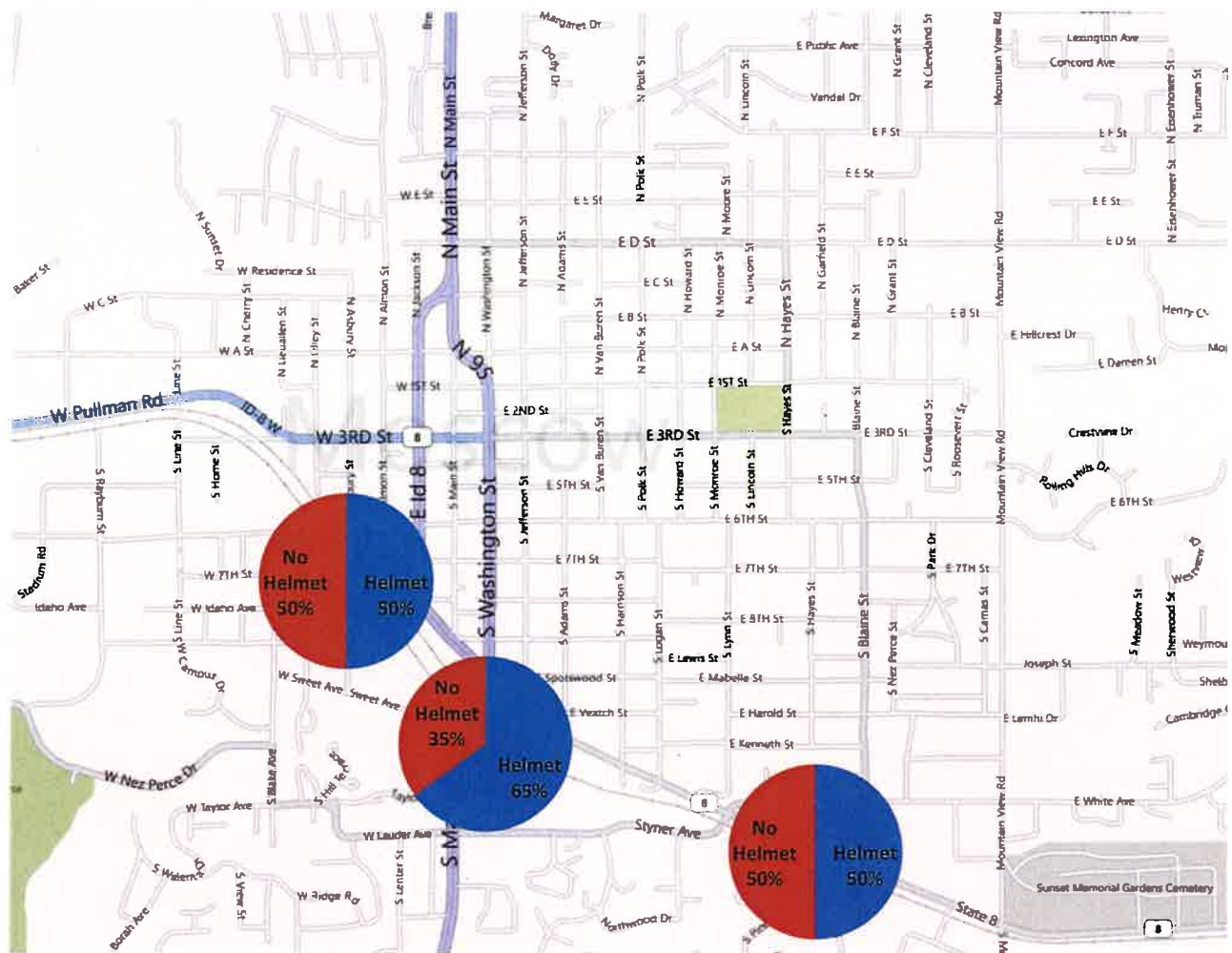


Figure 6. What percentage of bicyclists were wearing helmets along the three Paradise Path Helmet/No Helmet screenline locations?

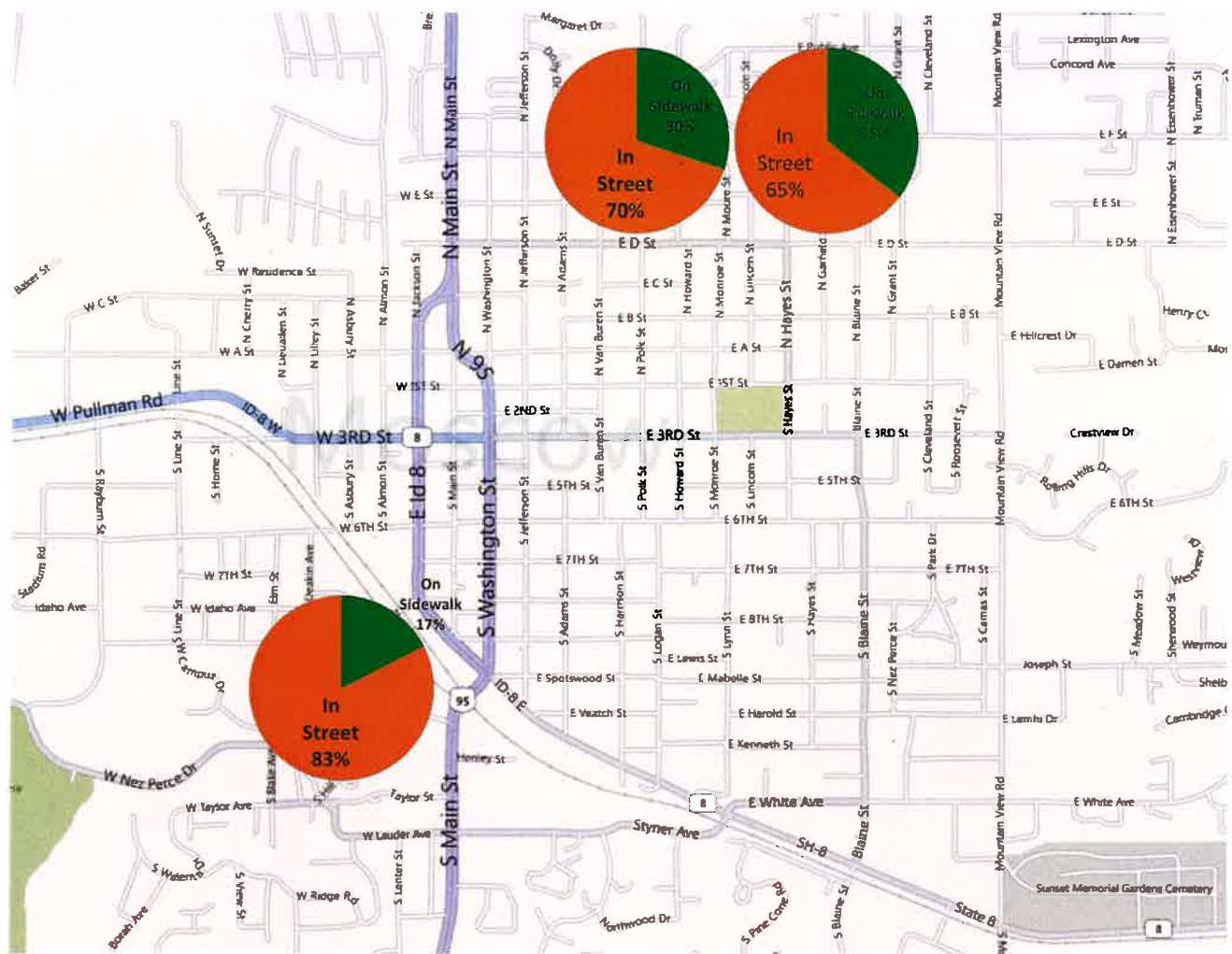


Figure 7. What percentage of bicyclists were riding on the sidewalk at the three On Street/On Sidewalk screenline locations?

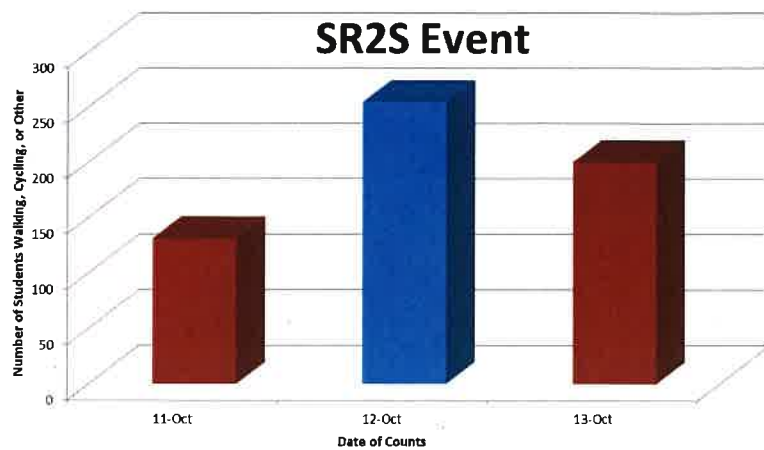
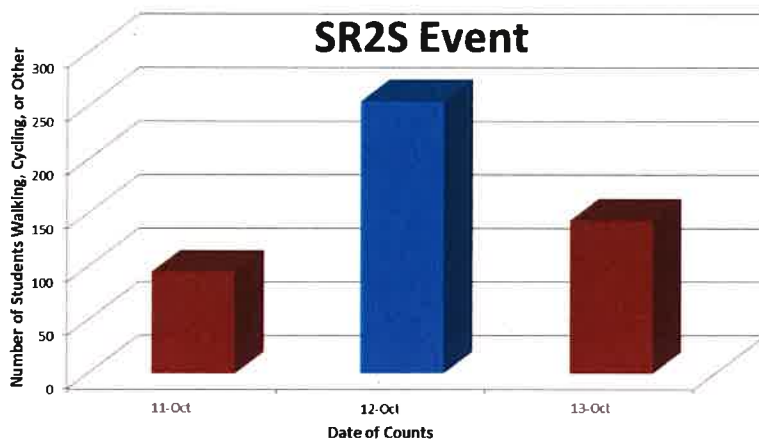
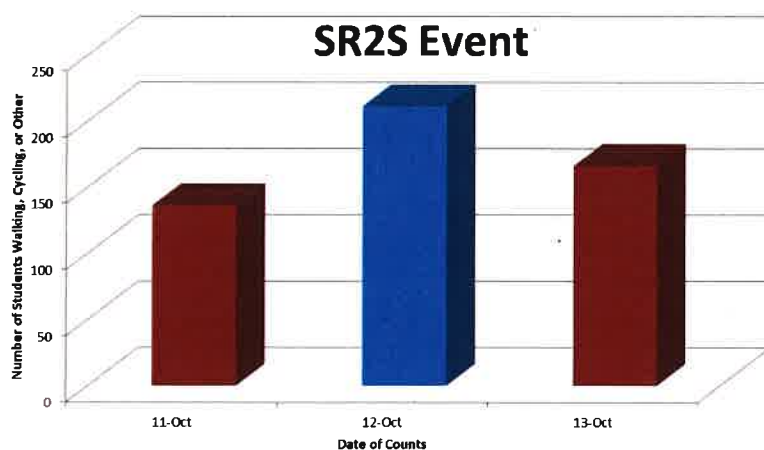
**8a. Jr. High School****8b. McDonald Elementary****8c. Lena Whitmore Elementary**

Figure 8. How many bicyclists and pedestrians were headed toward school on the day of iCount and how does that compare to the day before which was a Safe Routes to School event?

Discussion

Figure 1 shows the total intersection counts for pedestrians and bicyclists¹. As might be expected, high volumes of pedestrians were recorded at the intersections near the University of Idaho. The highest recorded location for pedestrians was 6th and Line Street with 477 pedestrians in the morning and 656 in the evening. A large number of people entered the University of Idaho campus in the morning using 6th street (However, a few entrance possibilities were did not have counters established). In the evening, high bicycle and pedestrian numbers were recorded along 6th Street and also at the intersection of 3rd and Main Street.

Figure 2 highlights all morning counts of people in the “other” category, which includes mobility assisted devices. High “other” counts occurred near Moscow Jr. High and two locations near the University of Idaho. The data entry form for the screenline locations distinguished mobility assisted devices. One person using a mobility assisted device was counted along the eastern portion of the Latah Trail. Otherwise, the remaining 5 screenline locations turned up zero.

Figure 3 and 4 show turning movements for two selected intersections in Moscow: Jackson and 6th Street; and Styner Avenue and Highway 95 (Similar figures could be made for other intersections). As expected, high numbers of pedestrians and bicyclists were headed west toward campus on 6th Street in the morning. In the evening, there were a surprisingly high number going in both directions on 6th Street. Relatively fewer bicyclists used Highway 95. However, surprisingly 7 bicyclists were counted going north on Highway 95; it is not known if the bicyclists were going the wrong way in the street or if they were traveling on the sidewalk. A high number of bicyclists were counted at the intersection of Highway 95 and Styner and most made a turning movement. It is not known if the pedestrians crossed the street before turning (The task force might consider returning to this location to do a closer study of crosswalk usage. See the Recommendation section of this report).

Figure 5 shows the directional movement along the Paradise Path take as screenline counts. These highlight the number of people headed toward and away from the general direction of campus. As expected there are a larger number of people headed towards campus in the morning and a larger number headed away from campus in the evening².

Figures 6 shows about 50% of the bicyclists along Paradise Path were wearing a helmet (These were the only locations where helmet use was counted).

Figure 7 show the percent of bicyclists riding in the street or on the sidewalk. A similar figure could be made for pedestrians.

¹ The intersections near Moscow Jr. High School, McDonald Elementary School, and Lena Whitmore Elementary School were only counted in the morning. These locations were counted the Tuesday and Wednesday before iCount (Thursday) in order to assess the impact of a Safe Routes to School event that occurred on Wednesday (See Question 8). Figure 1 only shows the counts for the day of iCount.

² This figure also highlights the need for clear communication with the volunteers because one location was not exactly the same for the morning and evening.

Figure 8 shows the possible effect of a Safe Routes to School (SRTS) event that occurred the day before iCount. SRTS is a federally funded initiative to promote bicycling and walking for students K-12 nationwide. Coincidentally, the day before the iCount there was a SRTS event already scheduled; for this reason, special counts were made Tuesday and Wednesday before iCount at three schools: Moscow Jr. High School, McDonald Elementary School, and Lena Whitmore Elementary School. Estimates for the number of people going to school were made using turning movement counts. Figure 10 reveals a substantially higher number of bicyclists and pedestrians going toward each school on the day of the SRTS event. This suggests the efforts made by SRTS helped increase the number students choosing active travel.

Recommendations for Future Work

There are other questions that might be answered with the data collected from iCount. Some questions might be easily answered using Excel and ArcGIS. Other questions might require more time and more sophisticated analysis. For example, a “Gap Acceptance Study” seeks to determine if pedestrians have sufficient opportunity to cross a busy street or if instead a new traffic control should be implemented, such as a stop-sign or pedestrian actuated lights.

Additional questions could be answered through future iCount events. For example, important questions about trends and seasonal behavior might be answered through periodic counts a few times a year over many years. For certain locations, it might be possible to assess the impacts from intervention (i.e. before and after studies of infrastructure improvements or other intervention like increased law enforcement).

Furthermore, other important questions could be answered through new data collection techniques. For example, at some locations “intercept” surveys can be used to ask bicyclists and pedestrians about specific concerns. New forms, besides the intersection and screenline forms, could be created to collect richer data. For example, a more detailed form could be created to collect crosswalk volumes or an “open-ended” form could be created to collect general observations.

Finally, additional questions could be answered by choosing count locations more strategically. Every location should have a specific purpose (i.e. to answer specific questions) and the data collection form used at that location needs to serve that purpose. The purpose of some locations might be to determine annual and seasonal trends. Sometimes, a group of locations can be used to answer questions about movement across a “cordon line”. For example, we were able to answer question 8 about bicyclists and pedestrians going to school because the locations surrounding the schools created a complete cordon line. Cordon lines could be created for the downtown area, East Side Market place, the University of Idaho campus³, the Palouse Mall area, or for specific neighborhoods.

³ A partial cordon line was counted.

In summary, we recommend the following steps for future work:

- Meet with the Public Works Department to brainstorm additional questions and prioritize the most important. Some questions might require other data, such as traffic volumes.
- Conduct iCount four times a year to determine trends and seasonal behavior.
- Create new techniques for collecting data that might answer other questions.
- Choose count locations strategically to (1) determine annual and seasonal trends, (2) calculate "cordon movements," and (3) evaluate before and after impacts.

Appendix A: Data Entry Forms for Excel

Recorder: _____ North South Road: _____

Location ID: _____ East West Road: _____

Numerical Date 01/01/2011: _____ Other: 0 0 0

Month: Day: Year: Pedestrian: 0 0 0

Select 15 Minute Increment: _____ Bicyclist: 0 0 0

Morning Shift:

☐ 7:00 - 7:15 AM ☐ Recorder Location NW    ☐ Recorder Location NE  0 0 0

☐ 7:15 - 7:30 AM Bike: 0 0 0 Ped: 0 0 0 Other: 0 0 0

☐ 7:30 - 7:45 AM     0 0 0

☐ 7:45 - 8:00 AM 0 0 0   0 0 0

☐ 8:00 - 8:15 AM 0 0 0   0 0 0

☐ 8:15 - 8:30 AM 0 0 0   0 0 0

☐ 8:30 - 8:45 AM 0 0 0   0 0 0

☐ 8:45 - 9:00 AM 0 0 0   0 0 0

Evening Shift:

☐ 4:00 - 4:15 PM ☐ Recorder Location SW    ☐ Recorder Location SE  0 0 0

☐ 4:15 - 4:30 PM Comments: 0 Other: 0 0 0

☐ 4:30 - 4:45 PM Ped: 0 0 0

☐ 4:45 - 5:00 PM Bike: 0 0 0

☐ 5:00 - 5:15 PM

☐ 5:15 - 5:30 PM

☐ 5:30 - 5:45 PM

☐ 5:45 - 6:00 PM

Clear Form Data Submit Data Close

General Form Instructions:
Rotate your sheet based on the North Arrow provided and the streets involved. Fill in the boxes appropriately inserting a zero when necessary. Ensure that all boxes are filled out completely. Thank You!

Figure A-1. Intersection data entry form.

Recorder: _____ Numerical Date 12/31/2011 _____ Counted Street Name: _____ Comments: 0

Location ID: _____

Select 15 Minute Increment: _____

Morning Shift: Evening Shift:

Top Category: Bike: 0 0 0 0 Ped: 0 0 0 0 Assist: 0 0 0 0 Other: 0 0 0 0

Bottom Category:   0 0 0 0

  0 0 0 0

General Form Instructions: Fill in the boxes appropriately inserting a zero when necessary. Ensure that all boxes are filled out completely. Thank You!

Cross Street Name: Cross Street Name:

Clear Form Data Submit Data Close

Figure A-2. Screenline data entry form.

EXHIBIT B

1050.20 Appendix A:

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

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

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

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

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION OF THE US HIGHWAY 95 PEDESTRIAN UNDERPASS PROJECT; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter “ITD”) has submitted State/Local Agreement (Project Development) Project No. A022 (943), Pedestrian Underpass, Moscow, Latah County, Key No. 22943 (hereinafter “Agreement”) stating obligations of ITD and the City of Moscow (hereinafter “City”) for the development and construction of Pedestrian Underpass; and

WHEREAS, ITD is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by ITD involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, ITD can only pay for work associated with the State Highway system; and

WHEREAS, City is fully responsible for its share of Project costs;

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

That the Agreement for Federal Aid Highway Project A022 (943), to construct Pedestrian Underpass is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

That this Resolution shall become effective as of the 4th day of April, 2022.

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, Idaho this ____ day of _____, 2022.

Arthur D. 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

DRAFT