



Public Works / Finance Committee

Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

4:30 PM

Council Chambers

August 27, 2018

206 E. Third St.

Action Items

1. Approval Of Public Works/Finance Committee August 13, 2018 Minutes – Laurie M. Hopkins

Documents:

[PWF MINUTES OF 8-13-18.PDF](#)

2. 1105 & 1121 West A St Lot Line Adjustment - Leah Carlson

The owner of University Village Apartments is proposing a lot line adjustment between two parcels located at 1105 and 1121 West 'A' Street. Parcel B, which currently has two multi-family apartment buildings constructed upon it, is proposed to be reduced from 46,040 square feet to 40,740 square feet in size and Parcel C is proposed to be expanded from 9,777 square feet to 15,077 square feet. The purpose of the lot line adjustment is to accommodate future development on Parcel C. The subject property is located within the Residential/Office Zoning District which has a minimum lot area of 5,000 square feet and minimum lot width of 50 feet. A proposed access easement will provide access to Parcels B and C from West A St, utilizing an existing approach.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request; deny the lot line adjustment request; or take other action as deemed appropriate.

Documents:

[WEST A ST LOT LINE ADJUSTMENT.PDF](#)

3. Dog Park Grounds And Drainage Rehabilitation Project - David Schott

The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of \$6,985. The budgetary line item for the expense will be Parks and Recreation, Parks Professional Services 120-165-

30-642-10.

The one acre dog park is located on White Avenue next to the Humane Society of the Palouse. The grand opening of the dog park was held on July 17, 2001. Over the years, the majority of the turf has degraded due to continuing overuse, and is unrepairable in its present condition. As a result, the area becomes very muddy and basically unusable during the rainy season.

Design services will include an evaluation of the area, surfacing, drainage, grading, construction drawings, and an estimate of construction costs to mitigate the muddy conditions of the dog park.

PROPOSED ACTIONS: Recommend authorization to retain Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of \$6,985 or provide staff further direction.

Documents:

[DOG PARK REHAB PROJECT.PDF](#)

4. Third And Jackson Sidewalk Replacement Bid Results - Scott Bontrager

The City published an advertisement for bids on August 3, 2018 for Third And Jackson Sidewalk Replacement Project. This project is a joint effort between the City, Moscow Urban Renewal Agency, and the property owner to replace the deficient sidewalk around the property located on the SE Corner of Third and Jackson Streets as well as upgrade the furniture zone and lighting to meet the current design recommendations for the downtown streetscape. The base bid for the project includes removing and replacing concrete sidewalk, curb, tree wells, illumination system, and installing concrete pavers along the North and West frontage of 129 West Third Street. The Engineer's estimate for the project was \$33,104.00.

Bid opening for the project took place on August 14, 2018, at which one bid was received. McCall's Classic Construction was the apparent low bidder on the project, with a bid of \$37,794.50. A complete bid tabulation is attached.

PROPOSED ACTIONS: Recommend City Council accept the low bid from McCall's Classic Construction, award the contract in the amount of \$37,794.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or provide staff further direction.

Documents:

[3RD AND JACKSON BID RESULTS.PDF](#)

Reports

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



Public Works/Finance Committee

Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
August 13, 2018**

3:00 PM

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

The meeting was called to order at 3:00 PM

PRESENT: Kathryn Bonzo Chair, Jim Boland Councilmember, Brandy Sullivan Councilmember

OTHERS: Bill Lambert, Mayor; Gina Taruscio, Councilmember; Art Bettge, Councilmember; Anne Zabala, Councilmember

STAFF: Gary J. Riedner, Tim Davis, David Richardson, Alisa Anderson, Les MacDonald, Mike Ray, Bill Belknap, Mia Vowels, Sarah Banks, Leah Carlson, Laurie M. Hopkins

1. Approval of Public Works/Finance Committee July 23, 2018 Minutes – Laurie M. Hopkins

The minutes were approved.

2. Disbursement Report for July 2018 – Sarah Banks

Staff will present the Accounts Payable Report for the month ending July 2018. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

ACTION: Sign the Disbursements Report for the month of July 2018.

Banks went through the larger items in the report. The Committee signed the report and recommended it be placed on the consent agenda for approval.

3. Open Budget for Fiscal Year 2017-2018 (FY2018) – Gary J. Riedner

The State of Idaho provides a process for cities to amend the original budget appropriation ordinance in accordance with Title 50-1003 of the Idaho Code. Staff is proposing to amend Ordinance 2017-07 due to federal, state and local grant awards, contributions and donations within the Recreation and Culture Fund, the Pumper Fire Truck, computer purchases, street maintenance and other projects. The proposed appropriation change is \$2,019,967.

PROPOSED ACTIONS: Review the ordinance and forward to the full Council for a public hearing to take place August 20, or provide staff further direction.

Riedner described the Idaho Code requirements for adjusting the budget and went through the revenues and expenditures in each fund. The Committee forwarded the item to the full Council for public hearing on August 20, 2019.

4. Single Stream Curbside Recycling Program Modification – Tim Davis

The landscape of recycling, and especially single stream recycling, has changed dramatically over the past year due to new regulations imposed by the government of China known as "National Sword 2017" and "Blue Sky 2018". China has historically imported over 50% of the world's recyclables, but these new policies severely restrict imports of recyclables and impose unachievable contamination rates. These new policies have flooded domestic recycling markets resulting in historic low market values for recyclables.

Minutes Acceptance: Minutes of Aug 13, 2018 3:00 PM (Regular Items)

To maintain the economic viability of the single stream curbside recycling program in Moscow, we must adapt to these dramatic shifts to the world and domestic markets. Staff is proposing modifications to the single stream recycling program by concentrating focus on collecting high quality, marketable materials rather than expanded lists of low grade and difficult to market materials. Subtle changes to acceptable materials in the single stream program will also require an extensive public education effort to minimize confusion by customers. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

PROPOSED ACTIONS: Authorize staff to modify the single stream curbside recycling program as presented; or provide staff further direction.

Davis introduced the item as written above. Moscow Recycling has just recently received notice, with no warning, that Republic Services, our current Material Recovery Facility (MRF) provider, is raising single stream processing fees from \$77.00 per ton to \$95.00 per ton and to expect another rate hike raising rates to over \$100 per ton in September. Staff is proposing to scale back the acceptable items currently being collected in Moscow's single stream recycling program by eliminating (code 3-7) plastics, all plastic bags, aluminum foil and foil trays, pots and pans, shredded paper and aseptic packaging commonly used for juice and broth. Davis described the proposed education program for citizens. Staff has been working closely with LSI/Moscow Recycling to explore alternative MRF options from what is currently being used and will monitor MRF rates on a monthly basis in an effort to secure the most favorable rates for Moscow. A fee is paid to the MRF taking the tonnage of the single stream, separate the items that cannot be recycled, and disposes of it in their waste stream. This is a charge of \$120 versus our \$50 fee to landfill here.

Davis went through the Best Management Practices sheet from the Department of Ecology (DOE) attached to the agenda packet. The items DOE is suggesting to get rid of is less than 4% of Moscow's tonnage. The low level plastics will not be collected at the recycling center. The assessment on a bale is done a couple times a year. Staff would like to go through this process, begin the education effort and then shop different MRF's. The Sanitation Advisory Committee talked about the MRF feasibility study but will most likely need quad cities to make it viable. The Committee still has two more tasks, a public open house and then will report back to Council approximately in October. The Committee recommended approval and asked it be placed on the Council regular agenda.

5. 775 Indian Hills Drive Lot Line Adjustment - Michael Ray

Jim Swift is requesting a lot line adjustment between Lots 8 and 9 of Indian Hills Seventh Addition currently addressed as 775 Indian Hills Drive. Lot 8 is currently 13,343 sf in size and Lot 9 is currently 12,112 sf in size. The applicant is proposing to adjust the common lot line between the two parcels to make construction of homes on the properties more feasible due to difficult grades and a previously constructed retaining wall. The proposed lot line adjustment will render Lot 8 - 15,826 sf in size and Lot 9 - 9,631 sf in size. The subject properties are located in the Low Density Single-Family Residential (R-1) Zoning District which has a minimum lot area of 9,600 sf and a minimum lot width of 80 feet. Both parcels will meet the minimum lot area and width requirements for the R-1 Zone.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request with no conditions; or recommend approval the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

Ray introduced Leah Carlson, the City's new Planner I. She will be taking over the lot line adjustments and lot divisions. Ray showed an aerial of the lots and described the neighborhood zoning. The existing retaining wall was built to accommodate a building site and level the property. With this adjustment, the intent is to get two building lots on the two parcels. The current configuration isn't would be hard to

build on the north parcel. The Committee had no questions and recommended approval and that it be placed on the Council consent agenda.

6. ITD 5339 Capital Grant Project Funding Agreements - Time Extensions - Alisa Anderson

In March of 2015, the City submitted a grant application to the Public Transportation Division of the Idaho Transportation Department (ITD) for a Rural One-Time Capital Asset 5339 Bus and Bus Facilities Funding solicitation. In June of 2015, the City received notification the application was fully funded as requested with a funding period from October 1, 2016 to September 30, 2018.

The project components for Bike and Bus Shelters include purchase and installation of a covered bike parking shelter, installation of five bus shelters, and purchase and installation of a bus stop bench. The Bike Amenities project includes the purchase and installation of bike sharrows and way-finding signage. Each project has a separate updated Grant Project Funding Agreement and Attachment A Project Budget Request attached to this report amending the project ending dates from September 30, 2018 to December 31, 2018, as detailed in the attached "Request for Time Extension."

This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

PROPOSED ACTIONS: Recommend approval of the Grant Project Funding Agreements for Bike and Bus Shelters and Bike Amenities and Attachment A for Capital Asset 5339 federal funds extending the project end date to December 31, 2018, or provide staff further direction.

Anderson went through the grant items as written above. The time extension accommodates construction time lines and sharrows and for project completion with an end date of December 31, 2018. The Committee had no questions and recommended approval and that it be placed on the Council consent agenda.

7. SCADA Replacement Project FY2017 - Change Order No. 1 - Les MacDonald

DESCRIPTION: In July of 2017 the City published an advertisement for bids for the SCADA Replacement Project - 2017 with an Engineer's Estimated cost of \$483,881.00. Only one bid, from Strom Electric, was received. The bid from Strom was presented to and awarded by City Council for \$357,000.00 with Staff authorization to approve change orders up to 10% of the contract amount.

Change Order #1 addresses increased quantities of system components with a cost exceeding the 10% Staff authorization threshold, so the change order is being presented to the City Council for approval in accordance with City policy.

PROPOSED ACTIONS: Forward to the City Council with a recommendation to approve Change Order No. 1 for the SCADA Replacement Project, or provide Staff further direction.

MacDonald explained the original contract completely replaces the system that creates the communication between the operating computer system for the utilities and all of the remote locations. It is for both water and sewer sites and also gathers data about the operation and collects a history for those operations. Staff anticipated certain costs going into the project and reduced some quantities of components from the bid. Because pricing has been favorable, staff has been looking at those quantities, talking with the contractor and are able to put some of those quantities back in. Riedner added this change order has been reviewed by the Legal Department and is within acceptable guidelines for extending a contract by change order. The Committee recommended approval and that it be placed on the Council consent agenda.

Reports

Third Street Corridor Status Report - Les MacDonald

MacDonald gave an overview of the project components in the original plan C and the Alta Plan C. The speed limit signs from Washington to Mountain View Rd should be updated prior to Third Street reopening when construction is complete. The lighted school zone signs are in what staff is calling Phase One (see underway column in attachment) and are out to bid. Bids are due tomorrow and the bid opening will follow. The bid result is scheduled for Monday's Council meeting. The request for bid includes both lighted school zone signs and the HAWK signal. The raised pedestrian crossing at Adams Street intersection is well underway and hope to be complete prior to opening of school. The Monroe and Cleveland crossings are included as add alternates in the phase one bid. The main purpose of these two raised crossings was to be part of the traffic calming due to construction of a multi-modal bridge. Since the multi-modal bridge is pending with no set schedule, staff doesn't believe there is a need to put those in at this time with the current traffic. The Adams Street crossing is justified due to large pedestrian traffic and the one area of the corridor that traffic studies show vehicles are going faster than posted. The four-way stops at Hayes and Blaine intersections is also suggested by staff to be a future install since they were also related to traffic calming due to a multi-modal bridge. The Transportation Commission reviewed this and recommends both four-way stops be installed now. Staff is suggesting the proposed center median at Jefferson Street be postponed until ITD has made a decision on the Washington Street intersection. Completion of the sidewalk system filling the gaps is considered underway as the bid award is scheduled for next week. The transit stop in front of the high school is almost complete. The two-way bike lanes are scheduled for spring due to current construction in the corridor. MacDonald went through the list of curb bulbs.

The Child Pedestrian Safety (CPS) grant will be expended through the Adams Street crossing, curb bulbs, HAWK, and lighting on school zones. Then City money will go into the remainder of those jobs.

Joann Muneta, 203 S Howard St Moscow, when you receive a grant and have the list of projects, aren't you required to do those items specifically? Anderson explained these funds fell under the surplus eliminator grant considered maintenance and improvements for pedestrian safety. The grant did not require specific items to include. The application called out bulb outs and improvements, but did not list specific streets. Muneta said she is concerned about the Monroe crossing and feels there should be a raised crosswalk there. MacDonald responded that the plans were still underway when the grant was applied for thus did not know what to include specifically. All of these items were due to a multi-modal bridge being constructed. With the multi-modal bridge not going in until a later date, the need has not been established in every situation. Staff feels they are well within the intention of the grant. Muneta said she is also concerned that the bulb outs are only helping children cross east west, not across Third Street north south.

Boland said there are still items up in the air. When the two-way bike lane is added, it will narrow the street and traffic will be slower. He feels the items are progressing in a reasonable fashion with no vehicular bridge. Sullivan feels the critical question is whether the Monroe Street raised pedestrian crossing is needed now. Is there any data to support it? MacDonald said speed is an issue around the high school. However, the lowering of the speed around Monroe to 25 and the narrowing of Third Street will have an effect. In traffic studies, the speeds recorded around Monroe were the speed limit. However, the speeds near the high school were also 30.

The pursuit of four-way stops would be a Council decision. Staff can do a study on the two areas and report to Council to help with a decision but should wait until school starts, otherwise it most likely would not warrant the four-way stop. Blaine Street doesn't have the volume at this time to warrant a four-way stop. The Transportation Commission felt Hayes was already close to warranting a four-way stop. They

supported the Blaine intersection due to the proximity of the school.

The Jefferson median is on hold until ITD makes a decision and staff hopes to have that decision in the fall/winter with a bid in the spring.

Adjourn

The meeting was closed at 4:16 PM

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/27/2018**Title:** 1105 & 1121 West a St Lot Line Adjustment**Responsible Staff:** Leah Carlson

Information

DESCRIPTION: The owner of University Village Apartments is proposing a lot line adjustment between two parcels located at 1105 and 1121 West 'A' Street. Parcel B, which currently has two multi-family apartment buildings constructed upon it, is proposed to be reduced from 46,040 square feet to 40,740 square feet in size and Parcel C is proposed to be expanded from 9,777 square feet to 15,077 square feet. The purpose of the lot line adjustment is to accommodate future development on Parcel C. The subject property is located within the Residential/Office Zoning District which has a minimum lot area of 5,000 square feet and minimum lot width of 50 feet. A proposed access easement will provide access to Parcels B and C from West A St, utilizing an existing approach.

STAFF RECOMMENDATION: Recommend approval of the lot line adjustment request.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request; deny the lot line adjustment request; or take other action as deemed appropriate.

Necessary Resources/Impacts

N/A

Attachments

Request Letter
 Site Plan
 Legal Description
 Access Easement Legal Description

*William J Kearns
124 E Curling Drive
Boise, Idaho 83702*

Dear Mayor and City Council,

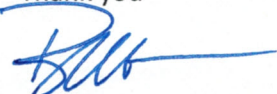
Please accept this letter as my request to adjust a lot line. Both lots are owned by Double Barrel, LLC of which I am the sole and managing member. The lots are a part of the University Village apartment complex. As per the attached site plan, I am asking to adjust the lot line to the west of that portion of Lot 7 (aka "Parcel C") into Parcel B. The adjustment will allow me to incorporate an access easement and enlarge that portion Parcel C for future development. I do not have any timeline or development plans at this time.

Parcel B is currently 46,040 sf and will be reduced to 40,740. Parcel C is currently, 9,777 sf and will increase to 15,077 sf. All parcels maintain the required setbacks, parking ratios and various code requirements.

I have attached for your review the legal descriptions for both Parcel 2 and the expanded Parcel C as well as the access & utility easement over the drive area on Parcel C.

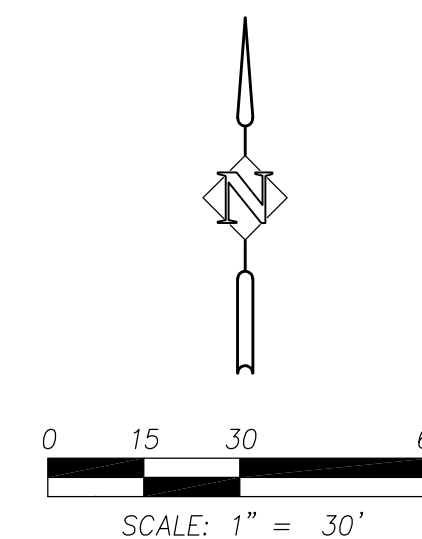
After your review, please let me know if you have any further questions or need any additional information.

Thank you



William J Kearns

Attachment: Request Letter (1796 : 1105 & 1121 West a Street Lot Line Adjustment)



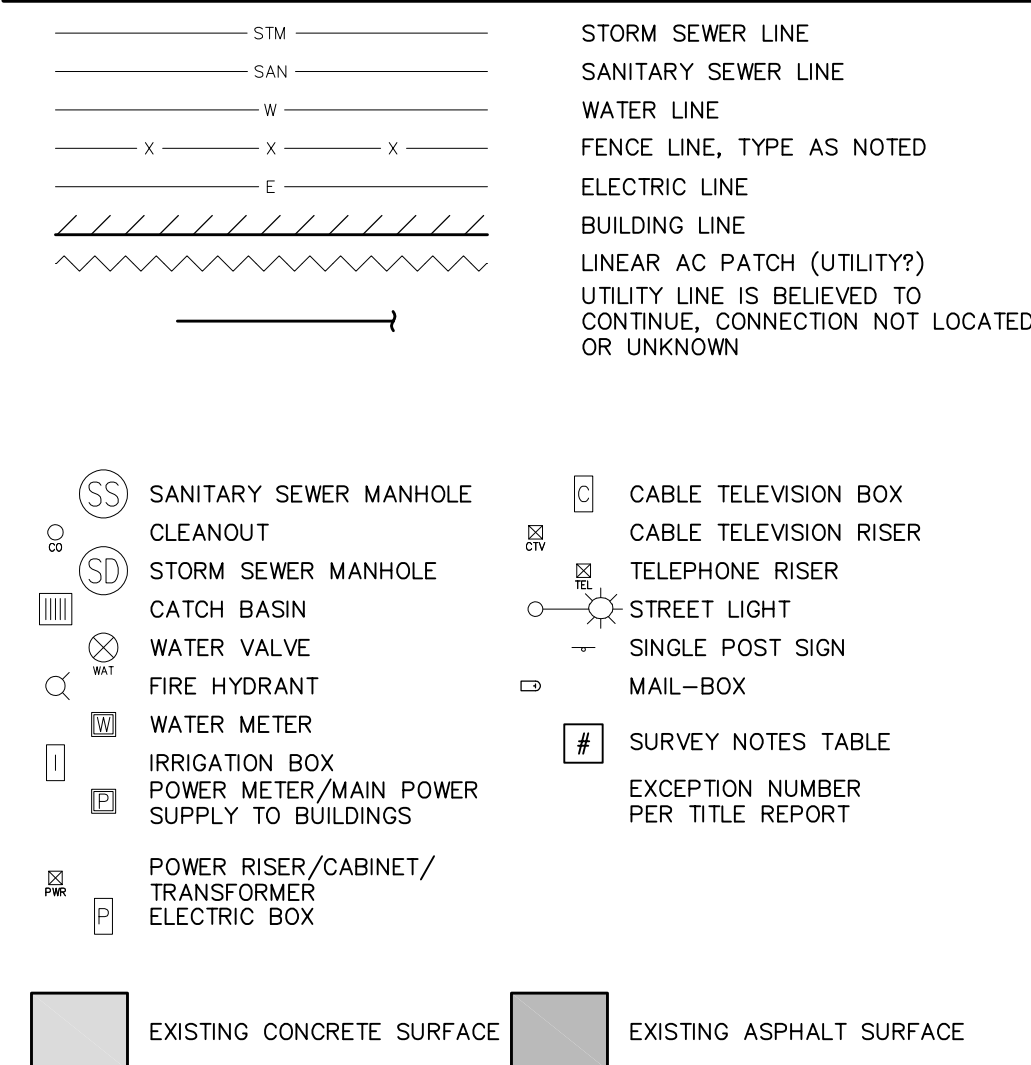
PARKING STALLS

PARCELS "A" & "B"	
TOTAL PARKING STALLS:	119
HANDICAP ACCESSIBLE:	5
PARCEL "C"	
TOTAL PARKING STALLS:	27
HANDICAP ACCESSIBLE:	0

PARCEL AREAS

PARCEL AREAS		
PARCEL	EXISTING AREA	PROPOSED AREA
A	46,717 SF	46,717 SF
B	46,040 SF	40,740 SF
C	9,777 SF	15,077 SF

TOPOGRAPHIC LEGEND:



NOTE: SYMBOLS SHOWN HEREON ARE FOR GRAPHICAL REPRESENTATION PURPOSES AND DO NOT NECESSARILY SHOW SHAPE, SIZE, ROTATION, CONDITION, TYPE, ETC. OF THE ACTUAL PHYSICAL IMPROVEMENTS THAT THEY REPRESENT. CONDITION, TYPE, ROTATION, ETC. MAY VARY AMONGST ITEMS SHOWN BY THE SAME SYMBOL.

LOT DIVISION SITE PLAN
UNIVERSITY VILLAGE
MOSCOW, IDAHO



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

127 S. Washington Street, Suite 8 Moscow, ID 83843
phone: 208.596.4009 www.hlpr.com fax: 360.750.1141

Attachment: Site Plan (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

DESIGNED:	SAS
DRAWN:	SAS
CHECKED:	SAS
DATE:	8/13/2018

[illegible]

SHEET NO.

1

JOB NO.

MSC-207

2:\MSC (MISC SURV CONTRACT)\MSC-207 (UNIVERSITY VILLAGE)\DWGS\Sheets\ MSC207-Site.dwg

Exhibit "A"

MSC-207
LAND TRANSFER AGREEMENT
 July 20, 2018
 Page 1 of 1

Parcels 1 and 2

A parcel of land lying in the southwest one-quarter of Section 7, Township 39 South, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho and being a portion of the tract of land in Quit Claim Deed to University Village, LLC recorded September 11, 2002 in Instrument No. 468911, the said parcels of land being more particularly described as follows:

Parcel 1

Lots 5 and 6, Block 1, Baker Addition to the City of Moscow, Idaho, according to the official plat thereof.

Excepting therefrom, the west 155.3 feet of said Lot 5, Block 1.

Also excepting therefrom, the north 150.00 feet of the east 35.52 feet of said Lot 6, Block 1, as measured at right angles to the north and east lines thereof.

Containing 40,740 square feet, more or less.

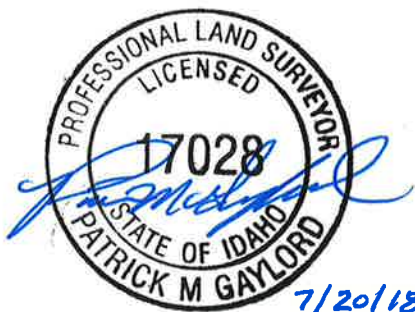
Parcel 2

Beginning at the northwest corner of Lot 7, Block 1, Baker Addition to the City of Moscow, Idaho; thence North 89°30'18" East, along the north line of said Lot 7, Block 1, 129.98 feet to the northeast corner of said Lot 7; thence South 40°29'52" West, 198.73 feet to a point on the west line of said Lot 7, Block 1; thence North 00°20'59" West, along said west line, 150.00 feet to the point of beginning.

Together with the north 150.00 feet of the east 35.52 feet of Lot 6, Block 1, Baker Addition to the City of Moscow, Idaho, as measured at right angles to the north and east lines thereof.

Containing 15,077 square feet, more or less.

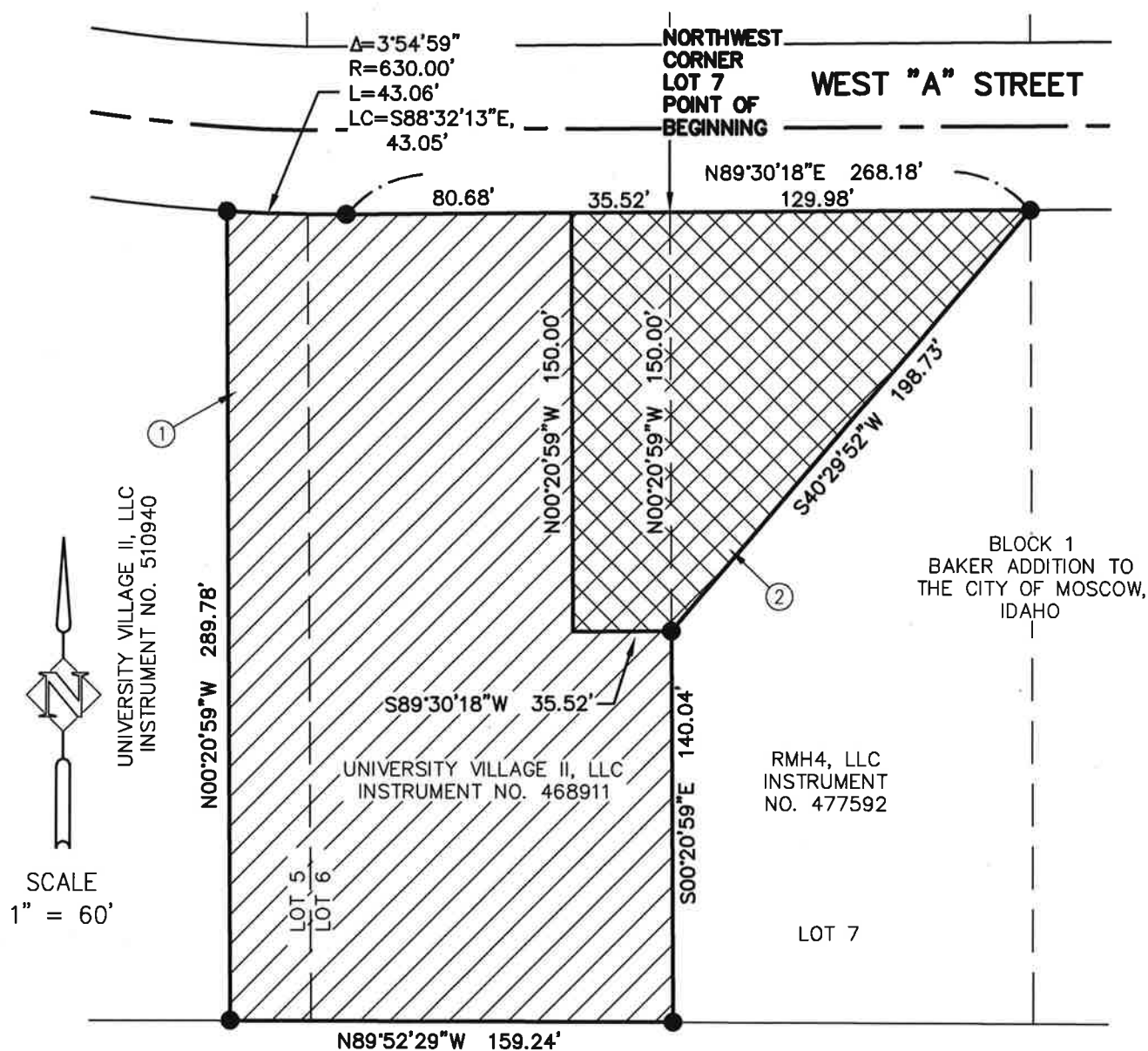
The basis of bearings is North 89°52'29" West, being the easterly south line of Baker Addition to the City of Moscow, Idaho.



Attachment: Legal Description (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

EXHIBIT "B"

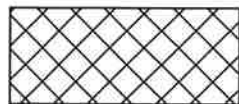
LAND TRANSFER AGREEMENT



LEGEND



① PARCEL 1
± 40,740 SQ.FT.



② PARCEL 2
± 15,077 SQ.FT.

SEE ATTACHED
LEGAL DESCRIPTION



Harper
Houf Peterson
Righellis Inc.

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205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171
MSC-207 TEB 07/20/2018 PAGE 1 OF 1

Exhibit "A"

MSC-207
ACCESS EASEMENT
 August 14, 2018
 Page 1 of 1

Access Easement

A 22.00 foot strip of land lying in the southwest one-quarter of Section 7, Township 39 South, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho and being a portion of the tract of land in Quit Claim Deed to University Village, LLC recorded September 11, 2002 in Instrument No. 468911, the said strip of land being more particularly described as follows:

Commencing at the Northeast corner of Lot 6, Block 1, Baker Addition to the City of Moscow, Idaho; thence South 89°30'18" West, along the north line of said Lot 6, Block 1, 13.52 feet to the **True Point of Beginning** of the tract herein described; thence South 00°20'59" East, parallel with the east line of said Lot 6, Block 1, 150.00 feet; thence South 89°30'18" West, parallel with said north line, 22.00 feet; thence North 00°20'59" West, parallel with said east line 150.00 feet to said north line; thence North 89°30'18" East, along said north line, 22.00 feet to the **True Point of Beginning**.

Containing 3,300 square feet, more or less.

The basis of bearings is North 89°52'29" West, being the easterly south line of Baker Addition to the City of Moscow, Idaho.

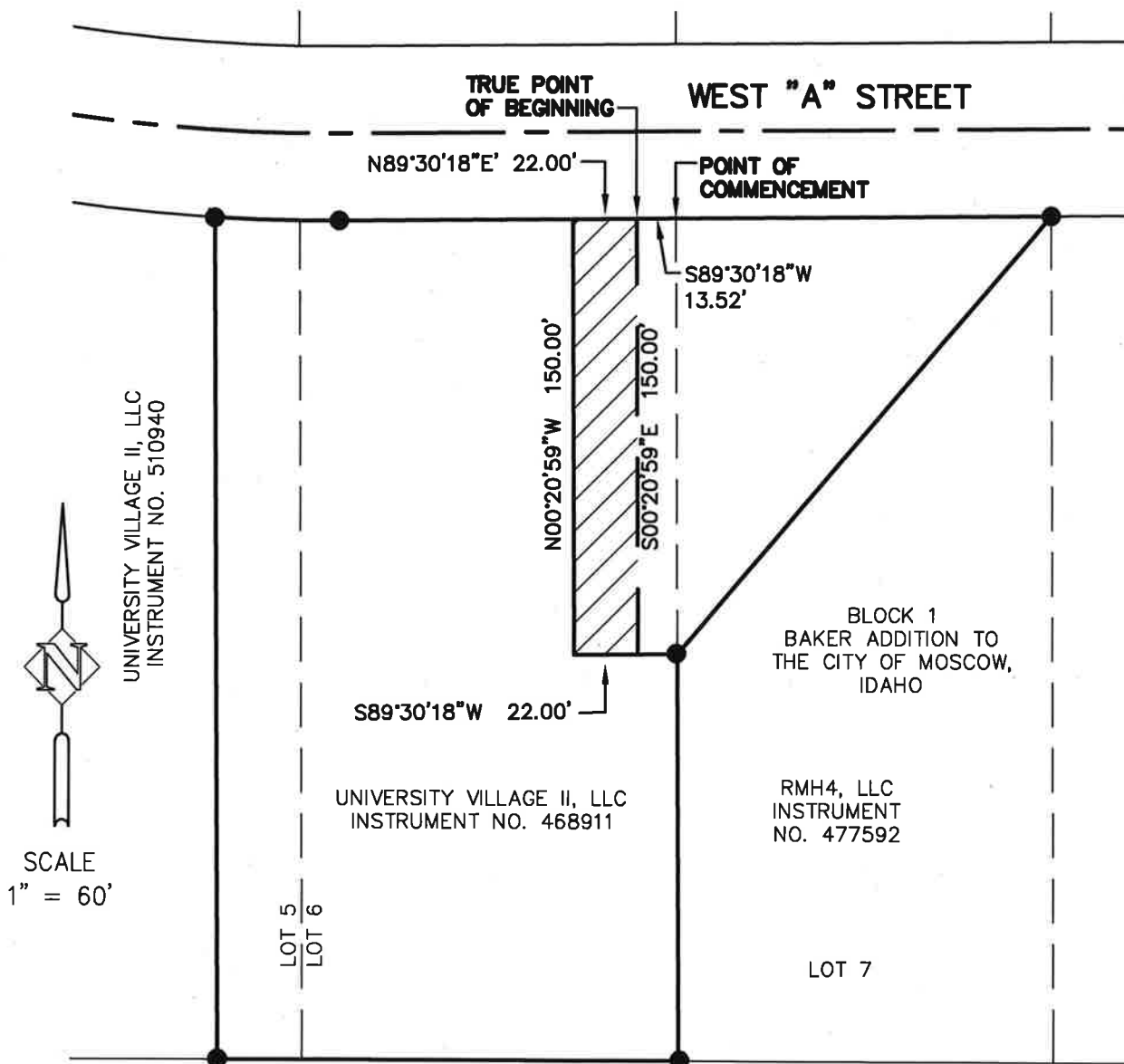


Attachment: Access Easement Legal Description (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

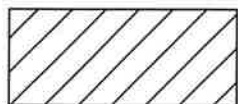


EXHIBIT "B"

22-FOOT ACCESS EASEMENT



LEGEND



20-FT. ACCESS EASEMENT
± 3,300 SQ.FT.



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Houf Peterson
Righellis Inc.**

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LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

MSC-207 TEB 08/14/2018 PAGE 1 OF 1

SEE ATTACHED
LEGAL DESCRIPTION

Attachment: Access Easement Legal Description (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/27/2018**Title:** Dog Park Grounds and Drainage Rehabilitation Project**Responsible Staff:** David Schott

Information

DESCRIPTION: The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of \$6,985. The budgetary line item for the expense will be Parks and Recreation, Parks Professional Services 120-165-30-642-10.

The one acre dog park is located on White Avenue next to the Humane Society of the Palouse. The grand opening of the dog park was held on July 17, 2001. Over the years, the majority of the turf has degraded due to continuing overuse, and is unrepairable in its present condition. As a result, the area becomes very muddy and basically unusable during the rainy season.

Design services will include an evaluation of the area, surfacing, drainage, grading, construction drawings, and an estimate of construction costs to mitigate the muddy conditions of the dog park.

STAFF RECOMMENDATION: Recommend authorization to retain Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of \$6,985.

PROPOSED ACTIONS: Recommend authorization to retain Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of \$6,985 or provide staff further direction.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

ProfessionalEngineerServices-
HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
HODGE AND ASSOCIATES, INC.
FOR DOG PARK GROUNDS AND DRAINAGE REHABILITATION PROJECT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND HODGE AND ASSOCIATES, INC. FOR DOG PARK GROUNDS AND DRAINAGE REHABILITATION PROJECT (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Hodge and Associates, 405 South Washington Street, Moscow, Idaho, 83843 (hereinafter "ENGINEER").

W I T N E S S E T H :

WHEREAS, CITY intends to contract with ENGINEER for completion of engineering services for Dog Park Grounds and Drainage Rehabilitation Project (hereinafter "PROJECT"); and

WHEREAS, CITY intends to hire ENGINEER for design services to incorporate surfacing, drainage, and an estimate of construction costs for PROJECT; and

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

SECTION I: THE PROJECT

ENGINEER shall provide professional services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of engineering services.

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for PROJECT herein are to be prepared by ENGINEER through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that ENGINEER has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this Agreement shall serve to release or relieve ENGINEER from exercising the skill, care, and professional judgment exercised by [a] similarly situated professional organization. CITY acknowledges that ENGINEER makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SECTION III: SCOPE OF WORK

The Scope of Work for PROJECT is detailed in Exhibit “A” attached hereto, and, by this reference, made part of this Agreement.

SECTION IV: COMPENSATION

- A. ENGINEER shall perform all work necessary to complete PROJECT for an amount not to exceed Six Thousand Nine Hundred Eighty Five Dollars (\$6,985) as set out in Exhibit “A”.
- B. Other Considerations Regarding Fees and Costs.

ENGINEER shall provide monthly invoices for the work completed which shall be reviewed by CITY. The determination of percent of PROJECT work completed shall be made by CITY.

SECTION V: ENGINEER RESPONSIBILITIES

ENGINEER shall complete the entire work on PROJECT. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards and building code requirements.

ENGINEER shall report progress no less than once every two (2) weeks to CITY.

SECTION VI: CITY RESPONSIBILITIES

CITY, at no extra charge to ENGINEER, shall:

Provide site and plot plans, site utilities, and site drawings, if available;

SECTION VII: PROJECT SCHEDULE

ENGINEER shall achieve final completion of PROJECT on or before September 30, 2018. In the event of unavoidable delays beyond ENGINEER’s control, ENGINEER, upon concurrence by CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of ENGINEER’s knowledge of such delays.

SECTION VIII: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between ENGINEER and CITY by the terms of this Agreement. It is understood by the Parties hereto that ENGINEER is an independent contractor and, as such, neither ENGINEER nor any officer, employee, or agent of ENGINEER, if any, are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding.

SECTION IX: TERMINATION

A. Termination of Agreement.

This Agreement may be terminated by ENGINEER upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ENGINEER. CITY may terminate this Agreement upon thirty (30) days written notice without cause and without further liability to ENGINEER except as designated by this section. In the event of termination, ENGINEER shall be paid for services performed to termination date, including direct expense and including a percentage of the fixed fee based upon the work completed.

B. Termination of PROJECT.

If any portion of PROJECT covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay ENGINEER for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION X: INSURANCE

A. ENGINEER's Errors and Omissions Insurance.

In performance of professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering profession; and no other warranty, either expressed or implied, is made in connection with rendering ENGINEER's services. Should ENGINEER or any of ENGINEER's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, ENGINEER has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars (\$500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to ENGINEER.

B. ENGINEER's Additional Insurance

ENGINEER shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and ENGINEER shall cause CITY to be named as an additional insured under said policy.

SECTION XI: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, ENGINEER shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses,

lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by ENGINEER or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of ENGINEER or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

SECTION XII: CONFLICT OF INTEREST

ENGINEER covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the PROJECT which would conflict in any manner or degree with the performance of its services hereunder. ENGINEER 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, ENGINEER shall immediately disclose such conflict to the PROJECT Manager (Assistant Parks and Recreation Director for CITY).

SECTION XIII: ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. ENGINEER shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties under this Agreement, without the prior written consent and express authorization of CITY.

SECTION XIV: ADHERENCE TO LAW REQUIRED

All applicable Federal, State and Local Statutes and Regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these Statutes or Regulations by ENGINEER shall be deemed material and shall subject ENGINEER to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of ENGINEER will, in any way, serve to modify the provisions of this requirement. ENGINEER 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 ENGINEER, ENGINEER's officers, agents, employees, or its subcontractors.

SECTION XV: NON-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. ENGINEER shall not discriminate against any employee or

applicant for employment. ENGINEER'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. ENGINEER agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION XVI: LEGAL FEES

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

SECTION XVII: JURISDICTION AND VENUE

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho and that the venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County.

SECTION XVIII: SPECIAL WARRANTY

ENGINEER warrants that nothing of monetary value has been given, promised, or implied as remuneration of inducement to enter into this Agreement. ENGINEER declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by ENGINEER shall make this Agreement null and void.

SECTION XIX: COMMUNICATION

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

Contractor:	Hodge and Associates	City:	City of Moscow
	Scott Becker, Principal		Assistant Parks and Recreation Director
	405 South Washington Street		206 East Third Street
	Moscow, Idaho 83843		P O Box 9203
			Moscow, Idaho 83843

SECTION XX: NON-APPROPRIATION

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

SECTION XXI: APPROVAL REQUIRED

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

SECTION XXII: EXECUTION

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

ENGINEER

Hodge and Associates, Inc.

CITY

City of Moscow, Idaho

By: _____
Scott Becker, Principal

By: _____
Bill Lambert, Mayor

ATTEST

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Scott Becker, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Hodge and Associates, Inc.

Notary Public for _____
Residing at _____
My commission expires: _____

EXHIBIT "A"

Hodge & Associates, Inc.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

PROPOSAL SUBMITTED TO:

LOCATION OF PROPERTY:

Name: David Schott, City of Moscow,
Parks and Recreation

Address: 221 E. Second St.
Moscow, ID, 83843

Telephone: (208) 883-7098

City: Moscow

County: Latah

State: Idaho

Project Name: Moscow Dog Park Design

Project Number:

PROPOSED SCOPE OF WORK AND SCHEDULE:

Topographic Survey:

1. Set survey control
2. Existing grades
3. Fence
4. Trees
5. Utilities
6. Irrigation heads or controls
7. Draft the map

Subtotal

\$1,510.00

Design:

1. Meetings with the City
2. Propose options for field surface
3. Site Drainage
4. Grading
5. Irrigation repair
6. Construction drawings
7. Details
8. Engineer's Cost estimate
9. Technical specifications (bid documents by others)

Subtotal

\$5,475.00

Total

\$6,985.00

405 South Washington Street
PO Box 8728
Moscow, ID 83843

Tel: (208) 882-3520
Fax: (208) 882-2622
E-mail: hodge@moscow.com

SCOTT BECKER, P.E.

PRINCIPAL

Hodge & Associates, Inc.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

PAYMENT TERMS:

Proposal includes material and labor as required in accordance with the above scope of work.

For the contract sum of: \$6,985.00, Six Thousand Nine Hundred Eighty-Five and 00/100 Dollars.

Payment to be made as follows: Upon completion.

If this meets with your approval, **please sign both copies and return one for our records.**
We will begin work upon receipt of the signed copy.

This proposal may be withdrawn by us if not accepted within 30 days.

Hodge & Associates, Inc. By  Date 8-10-18

ACCEPTANCE OF PROPOSAL:

The above scope of work, cost, and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined above.

Authorized Signature _____ **Date** _____

MOSCOW CITY COUNCIL AGENDA

Meeting Date: 08/27/2018

Title: Third and Jackson Sidewalk Replacement Bid Results

Responsible Staff: Scott Bontrager

Information

DESCRIPTION: The City published an advertisement for bids on August 3, 2018 for Third And Jackson Sidewalk Replacement Project. This project is a joint effort between the City, Moscow Urban Renewal Agency, and the property owner to replace the deficient sidewalk around the property located on the SE Corner of Third and Jackson Streets as well as upgrade the furniture zone and lighting to meet the current design recommendations for the downtown streetscape. The base bid for the project includes removing and replacing concrete sidewalk, curb, tree wells, illumination system, and installing concrete pavers along the North and West frontage of 129 West Third Street. The Engineer's estimate for the project was \$33,104.00.

Bid opening for the project took place on August 14, 2018, at which one bid was received. McCall's Classic Construction was the apparent low bidder on the project, with a bid of \$37,794.50. A complete bid tabulation is attached.

STAFF RECOMMENDATION: Recommend City Council accept the low bid from McCall's Classic Construction, award the contract in the amount of \$37,794.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS: Recommend City Council accept the low bid from McCall's Classic Construction, award the contract in the amount of \$37,794.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or provide staff further direction.

Necessary Resources/Impacts

(PERSONNEL) City staff will administer the construction contract and inspection

(BUDGET) Project cost sharing shall be expended through the following stakeholders:

[\$19,579.75] - City of Moscow; Capital Projects Sidewalk Program 350-150-40-770-73

[\$9,168.00] - Moscow Urban Renewal Agency

[\$9,046.75] - Property Owner; Turnstone Flats, LLC

Attachments

Third and Jackson Sidewalk Replacement - Bid Tabulation
Construction Agreement

**Third And Jackson Sidewalk Replacement - 2018
Bids Opened 8/3/2018**

Base Bid				Engineers Estimate		Bid From:	
Item No.	Item Description	Qty.	Unit	Price	Total	McCall's Classic Construction	
1	Mobilization	1	L.S.	\$3,000.00	\$3,000.00	Price	Total
2	Traffic Control	1	L.S.	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
3A	Remove/Dispose Concrete Sidewalk	143	S.Y.	\$30.00	\$4,290.00	\$4,500.00	\$4,500.00
3B	Remove/Dispose Concrete Curb (Type A)	72	L.F.	\$10.00	\$720.00	\$36.50	\$5,219.50
3C	Remove/Dispose Concrete Stairs	1	L.S.	\$500.00	\$500.00	\$12.00	\$864.00
4	Construct Concrete Sidewalk	102	S.Y.	\$55.00	\$5,610.00	\$750.00	\$750.00
5	Construct Interlocking Concrete Pavers	288	S.F.	\$18.00	\$5,184.00	\$49.50	\$5,049.00
6	Construct Concrete Curb (Type A)	72	L.F.	\$25.00	\$1,800.00	\$16.50	\$4,752.00
7	Construct Tree Well and Frame	4	EACH	\$1,000.00	\$4,000.00	\$30.00	\$2,160.00
8	Illumination System	1	L.S.	\$5,000.00	\$5,000.00	\$1,000.00	\$4,000.00
						\$6,000.00	\$6,000.00
				TOTAL =	\$33,104.00	TOTAL =	\$37,794.50

CONSTRUCTION AGREEMENT
FOR THIRD AND JACKSON SIDEWALK REPLACEMENT - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT FOR THIRD AND JACKSON SIDEWALK REPLACEMENT - 2018 BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2018, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's bid;

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

ARTICLE 1.
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: Third And Jackson Sidewalk Replacement – 2018
City of Moscow Project No. 105-018
3. Bid/Proposal of CONTRACTOR, dated August 13, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. No Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

"Third And Jackson Sidewalk Replacement - 2018"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed by November 2, 2018. The work shall be completed within Twenty (20) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Thirty-Seven Thousand Seven Hundred Ninety-Four and 50/100 Dollars (\$37,794.50) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Thirty-Seven Thousand Seven Hundred Ninety-Four and 50/100 Dollars (\$37,794.50) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other

costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10. ADHERENCE TO LAW REQUIRED

All applicable Federal, State and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION AND VENUE

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.

ARTICLE 14. SPECIAL WARRANTY

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

ARTICLE 15. COMMUNICATIONS

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

Contractor:	McCall's Classic Construction, Inc.	City:	City Engineer
	945 Beachview Boulevard		City of Moscow
	Clarkston, Washington 99403		206 East Third Street
			P O Box 9203
			Moscow, Idaho 83843

ARTICLE 16. APPROPRIATIONS AND APPROVAL

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

ARTICLE 17.
APPROVAL REQUIRED

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

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

Contractor: McCall's Classic Construction, Inc.

City: City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for McCall's Classic Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____