

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
April 25, 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 April 11, 2022 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Downtown Streetscape Professional Services Agreement (ACTION ITEM) - Cody Riddle

The Community Development Team will present the results of a recent Request for Qualifications (RFQ) for design, engineering, and community engagement services for the Downtown Streetscape Design Project. Staff will seek the Committee's recommendation to enter into a professional services agreement with the consultant team.

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with Welch Comer; or provide staff further direction.

3. Booster Station Replacement Phase II - Bid Results (ACTION ITEM) - Scott Bontrager

The Booster Station Replacement - Phase II project includes the construction of two (2) new booster pump stations located near the Indian Hills and Ponderosa Sub-divisions. The work will include new Concrete Masonry Units (CMU) block buildings, site improvements, piping, pumps, electrical components, and controls. The City published an advertisement for bids on March 12, 2022 and the Engineer's Estimate for construction is \$2,909,100.00. Bids were opened on Friday, April 15, 2022. Two responsive bids were received, with bids ranging from \$4,248,950.00 to \$4,867,933.00. Of those, the lowest responsive bid was submitted by Razz Construction, Inc. with a bid of \$4,248,950. 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.

4. Sixth Street Crossing Over Paradise Creek - Bid Results (ACTION ITEM) - Scott Bontrager

The Sixth Street Crossing Over Paradise Creek project includes the demolition and removal of the existing culvert system, relocation of the water mains, and the construction of a new 24ft single-span multi-modal bridge that includes sidewalks, bike lanes, and will be elevated to reduce future flooding in the area. The City published an advertisement for bids on February 26, 2022 and the Engineer's Estimate for construction is \$1,189,538.50. Bid opening for the project took place on April 15, 2022, at which one (1) bid was received. The responsive bid received was submitted by

Razz Construction with a bid of \$1,997,216.00. A bid analysis is included in the Committee packet.

PROPOSED ACTIONS: Recommend acceptance of the low bid from Razz Construction, Inc., award the contract for \$1,997,216.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

5. Artwalk Season Finale Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The City of Moscow Arts Department is hosting the Artwalk Season Finale on Thursday, June 16th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2021-2022 Artwalk Season in an artistic and festive manner. As a City-hosted event, the Arts Department has facilitated the registration of Main Street vendors and demonstrators, as well as business and non-profit host locations. No more than 5 (five) beer/wine vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, Kidwalk, food sales, art demonstrations, and more. The event has been reviewed and approved as of April 14, 2022. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Artwalk Season Finale for the duration of the event; or provide staff further direction.

6. Latah County Broadband Coalition Pledge (ACTION ITEM) - Bill Belknap

Latah County has recently executed an agreement for a Broadband Utility Assessment that will include regular check-ins during the data gathering and discovery phase, mapping of existing and proposed networks, and cost estimates for fiber construction, networking equipment, and data center upgrades to enable minimum speeds of 100/20 Mbps, scalable to 100 Mbps symmetrical (which are the benchmarks established by new legislation and grant programs). This Broadband Utility Assessment will be a foundational step in the process of developing a county-wide broadband plan and an indispensable asset in applying for the many, many millions of dollars in upcoming broadband funding. The County is working to form a coalition made up of stakeholders throughout the County who are pledging to participate in information sharing and gathering to identify opportunities for broadband projects in Latah County and has approached the City to participate in this process. The following is a list of current coalition members: City of Potlatch, City of Bovill, City of Genesee, City of Kendrick, City of Juliaetta, City of Deary, City of Troy, Latah County Library District, Moscow School District, Kendrick Joint School District, Genesee Joint School District, Potlatch School District, Troy School District, University of Idaho, Gritman Medical Center, Senator David Nelson. There is no financial obligation to participate in the coalition and instead, will serve to share information and coordinate efforts to expand broadband service within Latah County.

PROPOSED ACTIONS: Recommend approval of the Mayor's signature upon the Latah County Broadband Coalition Pledge; or provide staff further direction.

REPORTS

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
April 11, 2022**

3:00 PM

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

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

PRESENT: Maureen Laflin, Hailey Lewis, Gina Taruscio

OTHERS: Mayor Art Bettge, Sandra Kelly, Julia Parker

STAFF: Bill Belknap, Todd Drage, Renee Tack, Cody Riddle, Scott Bontrager, Andrew Blanchard, Laurie Hopkins

REGULAR AGENDA

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

The minutes were approved as presented.

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

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

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

Tack provided the larger expenses for March which included the ICRMP insurance premium for FY2022, South US 95 water sewer extension payment application and sewer pipe root control. Lewis asked a few questions regarding some smaller expenses. The Committee approved and authorized the use of digital signatures to sign the Disbursements Report for the month of March 2022.

3. Second Quarter Financial Report January 1, 2022 to March 31, 2022 for FY2022 (ACTION ITEM) - Sarah Banks

Staff will present the financial report for the second quarter of Fiscal Year 2022 (January 1, 2022 to March 31, 2022).

PROPOSED ACTIONS: Approve the FY2022 Second Quarter Report, or provide staff further direction.

Tack went over the second quarter amounts which should be at about 50% of the budget. Anomalies include the stormwater construction due to inclusion of ARPA funds and miscellaneous expenses will be a bigger percentage when construction begins. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Asphalt Rubber Chip - 2022 Bid Results and Contract Award (ACTION ITEM) - Todd Drage

The Community Development Team will provide an update on the Pavement Preservation Program for FY2022. This will include a summary of bids received for roadway improvements proposed in the coming year, and a recommendation of award.

PROPOSED ACTIONS: Recommend acceptance of the low responsive bid from Doolittle Construction, award the contract in the amount of \$327,300, and, authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

Trage introduced the item and Blanchard provided information on the application of rubber chip seal. A street is chosen for rubber chip seal depending on the pavement conditions index. The street can be driven on within a half hour to an hour after application. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Ridgeview Estates 2nd Addition Development Agreement Amendment (ACTION ITEM) - Todd Drage

The developer of Ridgeview Estates is requesting an amendment to the development agreement to modify the phasing associated with improvements required in the subdivision.

PROPOSED ACTIONS: Recommend approval of the Amended Development Agreement with Blum Enterprises - 3 LLC for Ridgeview Estates 2nd Addition, or provide staff further direction.

Drage introduced the item with property background information. The stormwater is controlled through a detention pond and the property will be within the Southeast Moscow Sewer District. The final plat was approved in 2014 but the property has remained undeveloped until 2021. The Highway 8 approach has not been approved through Idaho Transportation Department. The amendment would split the original phase 2 into two phases. The new phase 2 would be the 11 lots surrounding Wildrose Drive and phase 3 would be the remaining 18 lots including the completion of all remaining construction. The development agreement needs to be updated to allow three phases and add an exhibit B to detail each phase. The Committee recommended approval and that it be placed on the Council consent agenda.

6. ARPA Small Business and Nonprofit COVID-19 Assistance Grant Program Resolution Update (ACTION ITEM) - Cody Riddle

Staff will present an amendment to Resolution 2021-30, previously approved by Council in December of 2021. If approved, the amendment will establish discretionary authority for the City Council to award more than the twenty-five thousand dollars (\$25,000) that was allowed in the original resolution for Community and Social Service Non-Profits.

PROPOSED ACTIONS: Recommend approval of the updated resolution.

Riddle provided a background on the resolution for small business/nonprofit and explained the update requested by City Council on April 4, 2022. The change adds language that allows discretion to the amount awarded to non-profits. Because Moscow Food Bank was already awarded the maximum amount of funding per the current resolution, with the change to the resolution, they could submit a new application asking for additional funds from the grant program. The Committee asked that the resolution be placed on the Council regular agenda.

REPORTS

Staff Report (if needed)

No staff report needed.

ADJOURN

The meeting concluded at 3:22 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, April 25, 2022



RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Downtown Streetscape Professional Services Agreement (ACTION ITEM) - Cody Riddle

DESCRIPTION

On January 1, 2022, the Community Development Team published a Request for Qualifications (RFQ) for professional design and engineering services for the Downtown Streetscape Project. The request included landscape architecture, engineering design, and cost estimation for improvements downtown. There will also be a significant public outreach and engagement component to the effort.

A five-member committee consisting of staff from Community Development, Parks, the Farmers Market, and Public Works and Services evaluated the seven Statement of Qualifications (SOQs) received. The committee interviewed two consultant teams, ultimately selecting a group led by Welch Comer of Coeur d' Alene, Idaho for the project. They have worked on a number of infrastructure and design projects for the City in recent years and have measurable experience in urban design.

It is anticipated the project will commence shortly after execution of the contract, and culminate in a 30-60% conceptual design, complete with a phasing plan and cost estimate. The final conceptual plan will be presented to City Council for approval. This will inform a subsequent effort to prepare detailed drawings with the hope of commencing construction in 2023.

Staff has prepared a professional services agreement and associated fees for Council's review and approval. The \$161,000 contract will be split equally with the Moscow Urban Renewal Agency. The majority of the contract will be executed in FY 2022. However, given the anticipated schedule, a portion of the work will extend into FY 2023. The City allocated \$60,000 toward the effort in the current fiscal year, and will plan for the remainder as the FY 2023 budget is developed.

STAFF RECOMMENDATION

Recommend approval of the Professional Services Agreement with Welch Comer.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with Welch Comer; or provide staff further direction.

FISCAL IMPACT

The \$161,000 fee for design services will be split equally with the Moscow Urban Renewal Agency.

PERSONNEL IMPACT

ATTACHMENTS

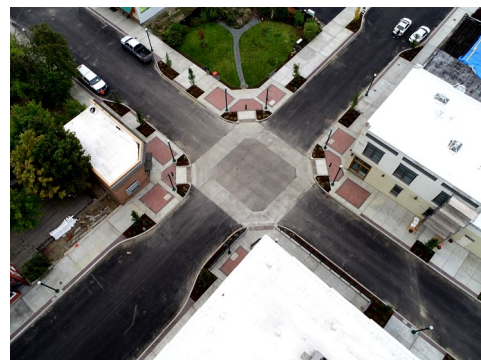
1. Welch Comer SOQ

2. Professional Services Contract-Downtown Streetscape Project_final
3. 2022 Downtown Streetscape RFQ - Complete

DOWNTOWN STREETScape DESIGN PROJECT

CITY OF MOSCOW

February 4, 2022



STATEMENT OF QUALIFICATIONS

Submitted by:

WELCH-COMER
ENGINEERS | SURVEYORS

B W A | BERNARDO | WILLS
ARCHITECTS PC



February 4, 2022

Cody Riddle, Deputy City Supervisor
City of Moscow
P.O. Box 9203
Moscow, ID 83843

RE: Submittal for the City of Moscow Downtown
Streetscape Design Project

Dear Mr. Riddle and the Selection Committee:

Moscow's downtown is a vibrant place and proposed improvements will only add to its community value. Physical renovations and fine-tuning of the community spaces will enhance the vitality of your downtown core.

Based on recent discussions with you, several downtown business owners, and our collective familiarity with Moscow, we believe our team greatly benefits your project. We understand your priorities and have identified three focus areas in our proposal:

- ☑ **Infrastructure (Physical Condition):** Comprehensive inventory (parking, plantings, drainage, water, sewer, benches, lights, bollards, crosswalks, etc.) to gain a clear picture of the items requiring repair or replacement.
- ☑ **Community Health (Environmental Condition):** Thoughtful additions can make all the difference. Creative solutions for stormwater treatment and disposal, trash locations, lighting, and more can have a significant impact on the health and safety of downtown environments.
- ☑ **Placemaking (Social Condition):** Your downtown has an established "sense of place". Our urban designers will suggest opportunities to upgrade gathering space in underutilized areas, improve the ambience, and expand functionality.

Our submittal demonstrates our downtown revitalization expertise, service-oriented business philosophy, and keen ability to enrich communities through placemaking. We encourage you to contact any of our previous clients to gain an independent evaluation of our team's performance.

Sincerely,

Philip F. Boyd

Philip F. Boyd, PE
President, Principal Engineer

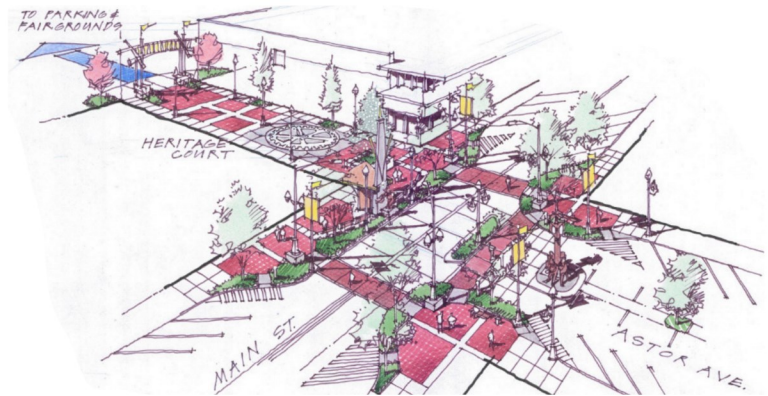


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Welch Comer Engineers will lead the project with partner BWA for landscape architecture and Placemaking. Our team includes representatives from GPI (geotechnical investigation and design), AEI (electrical engineering), BDS Planning (special facilitator), and AEC (NEPA, if needed). Firm profiles for Welch Comer and BWA are provided in this section.

WELCH COMER FIRM PROFILE

Welch Comer's offices in Coeur d'Alene and Spokane Valley offer you 28 professionals with specialties in downtown revitalization, wastewater planning and design, municipal water services, transportation planning and design, traffic analysis, recreation, funding, planning, construction administration, and surveying. Welch Comer's service area is relatively small in order to allow us to be dedicated and responsive to our clients.

Commitment to Community: When selecting Welch Comer, you get exceedingly capable and experienced engineers who recognize the importance of getting to know each client and their community. The result is a top level of service, tailored to meet the specific needs of each client, accompanied by a high level of technical expertise and efficiency.

Awards: We have been honored to have been awarded with the following awards recently.

- Seltice Way, Coeur d'Alene (1st Place/ACEC ID/2019)
- Granite-Reeder Sewer District Wastewater Treatment (3rd Place/ACEC ID/2018)
- Hawthorne Avenue Ph 2, Colville (1st Place/ACEC WA/2017)
- Four Corners and BLM Master Plan, Coeur d'Alene (1st Place/ACEC ID/2016)
- Cassia Reservoir, Bonners Ferry (Honorable Mention/ACEC ID/2016)
- Hawthorne Ave., Colville (3rd Place/ACEC WA, 2016)
- McEuen Park, Coeur d'Alene (1st Place/ACEC ID/2015)
- "Local Gem" award, Natural Resources Committee of the CDA Chamber of Commerce, 2015

Legal Structure: S-Corporation licensed in Idaho and Washington. Welch Comer is also 100% Employee Owned.

Years in Business: 42

Areas of Expertise: Downtown Revitalization, Transportation, Water, Sewer, Stormwater, Planning, Funding, Construction Management, and Surveying

Number of employees: 28

Office Locations:

Idaho: 330 E. Lakeside Avenue, Suite 101, Coeur d'Alene, ID 83814

Washington: 5620 E. Desmet Ave, Spokane Valley, WA 99212

Principals-in-Charge:

Phil Boyd, President

Matt Gillis, Vice President

Necia Maiani, Vice President

Steve Cordes, Principal

Average Staff Tenure: 11 Years



Seltice Way, ACEC ID, 1st Place, Transportation

BWA FIRM PROFILE

The Bernardo|Wills Architects, PC (BWA) team of landscape architects, architects, planners, and interior designers create exceptional places by enriching the aesthetics, sustainability, and function of projects they design. Our staff of professionally licensed landscape architects has served public works and private sector clients in the Pacific Northwest for over 35 years. Our deep and unwavering commitment to our clients' needs inspires us to create landscapes that embody their vision. BWA excels at urban design, streetscape development, community entry gateways, public plazas, university campuses, parks and recreation, multimodal trails, master planning - focusing on designs that contribute to a 'Sense of Place' within its context or community.

Legal Structure: S-Corporation

Years in Business: 31

Areas of Expertise: Downtown revitalization, landscape architecture, architecture, and interior design

Number of employees: 45

Office Location: 153 S. Jefferson Street, Spokane, WA 99201

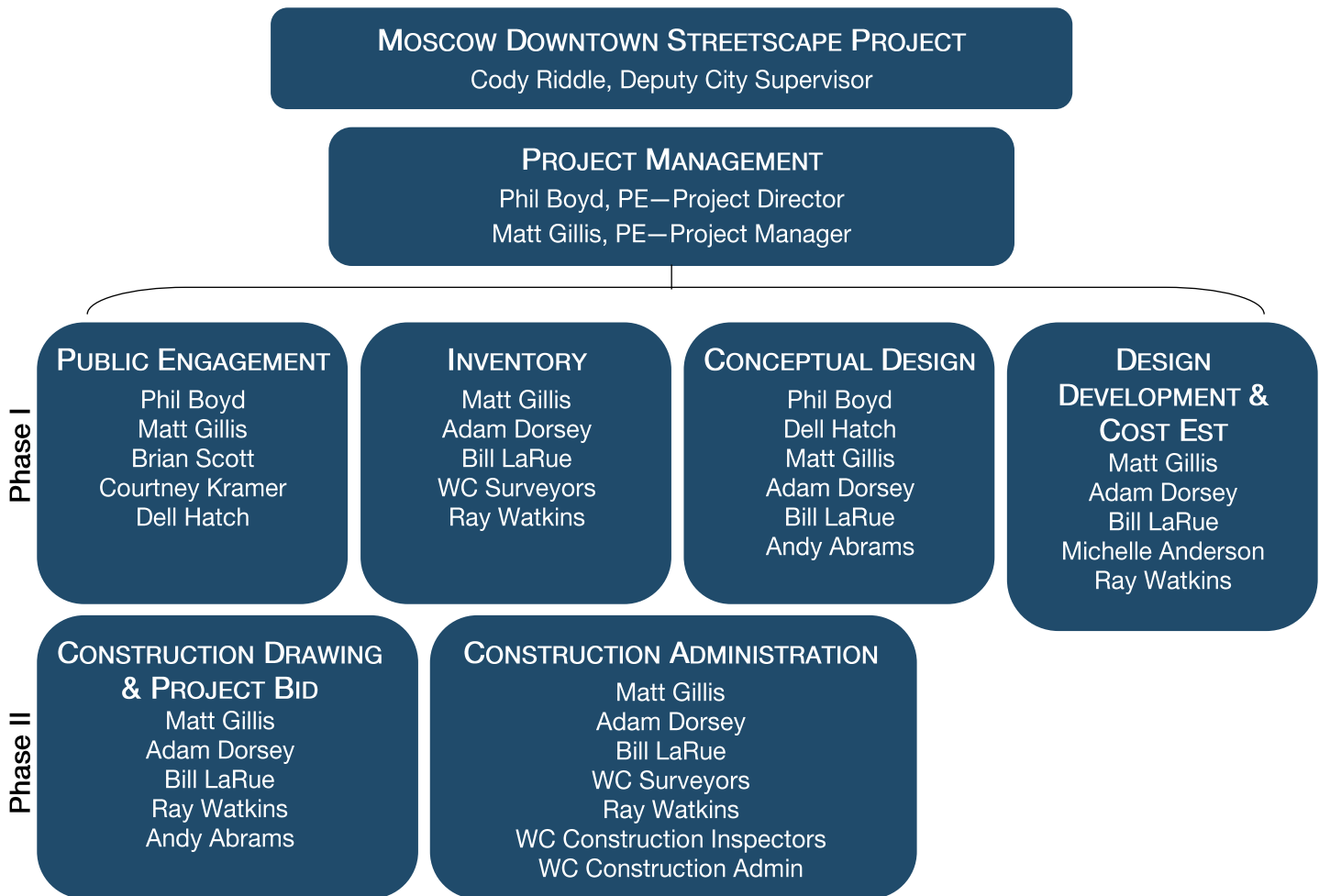
Principals-in-Charge:

Gary Bernardo, AIA, President

Robert Pace, AIA, Secretary/Treasurer

Dell Hatch, ASLA, Vice President

TEAM STRUCTURE



KEY PROFESSIONALS/RESUMES



Phil Boyd, P.E.
Welch Comer
Project Director

Phil is a master at big ideas. He was instrumental in both Atlas Waterfront Park and McEuen Park in Coeur

d'Alene. Recently, he completed downtown master plans in Colville, Pullman, and Lewiston. Colville's Heritage Court was constructed in 2021 after Phil helped to secure funding from multiple sources. His creativity, unique ideas, and experience will benefit Moscow as you revitalize your downtown streetscape.

Moscow Downtown Tasks

- ☒ Client Interaction
- ☒ Community Engagement
- ☒ Property Owner Coordination
- ☒ Schedule/Budget Maintenance

- ☒ ID PE#: 7898
- ☒ Years of Experience: 30
- ☒ Office: Coeur d'Alene
- ☒ Years with WC: 27
- ☒ Employment: Welch Comer 1994—present
- ☒ Education: MS CE Washington State University, BS CE University of Idaho

Recent Relevant Projects (Reference)

- Atlas Waterfront Park & Master Plan, CDA, ID (1)
- Pullman Downtown Master Plan (2)
- Lewiston Downtown Master Plan (3)
- Colville WA, Downtown Master Plan (4)
- Heritage Court & Main Street Master Plan, Colville, WA (4)
- Memorial Park & Parking Improvements, CDA (1)
- Mullan Road Redevelopment, CDA (1)
- Four Corners/BLM Property Master Plan CDA (1)
- McEuen Park Master Plan and Design, CDA (1)



Matt Gillis, P.E.
Welch Comer
Project Manager

Matt's strength is taking Phil's vision & big ideas and distilling them into a specific design and executing the design and construction. His ability to tightly and efficiently manage his design team make he and Phil a very effective team. Matt has spent his career working with Moscow-sized cities. He has considerable experience developing, designing and constructing downtown revitalization projects in Post Falls, Colville, Hayden, and Priest River.

Moscow Downtown Tasks

- ☒ Design Team Lead
- ☒ Quality Control
- ☒ Staff Allocation
- ☒ Design Oversight

- ☒ ID PE#: 11034
- ☒ Years of Experience: 23
- ☒ Office: Coeur d'Alene
- ☒ Years with WC: 16
- ☒ Employment: Welch Comer 2006—present, Ruen Yeager 1998—2006
- ☒ Education: BS CE University of Idaho

Recent Relevant Projects (Reference)

- Main & Astor / Heritage Court (4)
- Lacrosse Ave, CDA (1)
- Seltice Way, CDA (1)
- Spokane Street, Post Falls (5)
- Priest River Downtown (6)
- Lilly Street, Moscow (13)
- A Street, Moscow (13)
- 7th Street & Admin Circle, U of I (10)



Dell Hatch, ASLA
BWA
Downtown Expert

Dell's conscious, deliberate approach to addressing the client's goals yields extraordinary, responsive design solutions. His outstanding graphics capabilities allow clients to clearly envision proposed designs. His experience includes public spaces and urban planning, community gateways, and recreational and land-use master planning.

Moscow Downtown Tasks

- ☒ Community Engagement
- ☒ Placemaking Components
- ☒ Renderings/Visualizations

- ☒ Licensed in WA/ID/AZ/NV
- ☒ Years Experience: 37
- ☒ Office: Spokane
- ☒ Years with BWA: 13
- ☒ Education: BS Landscape Architecture, University of Idaho

Recent Relevant Projects (Reference)

- 4 Park Conceptual Designs, Moscow (7)
- Entry Improvements, Moscow (11)
- McEuen Park Development, Coeur d'Alene (1)
- Wall Street Streetscape, Spokane (8)
- SIA Felts Field Gateway, Spokane (12)
- 4 Corners/BLM Master Plan (1)
- Hayden Downtown Revitalization (14)



Courtney Kramer
Welch Comer
Community Engagement Specialist

As the granddaughter of two Pullman-area farm families, Courtney will use her local knowledge, experience as a downtown manager and strategic community building skills to support the project's public outreach efforts for the entire project. Courtney will work with the City to envision, plan, and execute open houses and small group meetings. She will be readily accessible to the City and community for informal project conversations.

Moscow Downtown Tasks

- ☒ Community engagement
- ☒ Business owner coordination
- ☒ Downtown association coordination

- ☒ Years Experience: 14
- ☒ Employment History: WSU Foundation (2020—2021), Executive Director Beautiful Downtown Lewiston Revitalization Corp (2015—2020)



Adam Dorsey, P.E.
Welch Comer
Project Engineer

Adam's passion is delivering quality designs for municipalities and he has his hands on all Welch Comer's complex

transportation and downtown urban design projects. His special skills are in urban roadway design, ADA requirements, roundabouts, signals, and drainage. His experience benefits Moscow by providing high quality design efficiently.

Moscow Downtown Tasks

- ☒ Street, sidewalk, drainage, utility, and ADA design
- ☒ Bid package preparation
- ☒ Opinions of cost
- ☒ Utility coordination

- ☒ ID PE#: 15695
- ☒ Years Experience: 14
- ☒ Office: Coeur d'Alene
- ☒ Years with WC: 14
- ☒ Employment: Welch Comer 2007—present
- ☒ Education: BS CE WSU

Recent Relevant Projects (Reference)

- Priest River Downtown (6)
- Seltice Way, Coeur d'Alene (1)
- Spokane Street, Post Falls (5)
- Lilly Street & A Street, Moscow (13)
- Front Avenue, Coeur d'Alene (1)
- Argonne Widening, Millwood (9)



Bill LaRue, ASLA
BWA
Landscape Architect

Bill has extensive experience in creating community spaces and streetscapes, and a diverse background in the design

of community recreation, education and outdoor sports complexes. He excels at preparation of contract documents.

Moscow Downtown Tasks

- ☒ Landscape design
- ☒ Public space amenities

- ☒ Licensed in ID/WA
- ☒ Years Experience: 36
- ☒ Office: Spokane
- ☒ Years with BWA: 12
- ☒ Employment: BWA 2010—present
- ☒ Education: BS Landscape Architecture, University of Idaho

Recent Relevant Projects (Reference)

- Lola Clyde Park Master Plan, Moscow (7)
- ICCA Arena, U of I (10)
- South Campus Mall, U of I (10)



Brian Scott
BDS Planning
Conflict Resolver

Brian is an expert at helping stakeholders gain consensus. His skills will be used to supplement Phil and Courtney only if necessary as the project progresses.

Brian has 40 years of experience and hundreds of projects where he's taken complex urban projects and issues, and explained them in every day terms to reach consensus amongst diverse groups of people.

Moscow Downtown Tasks

- ☒ Stakeholder engagement
- ☒ Conflict resolution, if needed

Recent Relevant Projects (Reference)

- Lewiston Downtown Master Plan (3)
- Pullman Downtown Master Plan (2)
- Colville Downtown Master Plan (4)

Other key personnel on our team includes:

- ☒ Andy Abrams, P.E., Geo Professionals Innovation (GPI) - Geotechnical investigation, road section design
- ☒ Michelle Anderson, Biologist, Anderson Environmental Consultants—NEPA processes, if needed
- ☒ Ray Watkins, P.E., AEI—Electrical Engineering for lighting
- ☒ Mike Hathaway, P.L.S.—Welch Comer—Topographic and boundary survey

Welch Comer has worked with Andy, Michelle, and Ray on many other local Inland Northwest Projects.

KEY PROFESSIONALS' PROJECT REFERENCES

Name	Title	Organization	Email	Phone Number
(1) Chris Bosley, P.E.	City Engineer	Coeur d'Alene	cbosley@cdaid.org	(208) 769-2216
(2) Shawn Kohtz, P.E.	Public Works Director	Pullman	shawn.kohtz@pullman-wa.gov	(509) 338-3220
(3) Mike Cannon	Project Manager (BLD President during the project)	My Architect	Mike.cannon@myarchitectaia.com	(208)305-6268
(4) Ralph Lane	Mayor	Colville	mayor@colville.wa.us	(509)684-5095
(5) Bill Melvin, P.E.	City Engineer	Post Falls	bmelvin@postfallsidaho.org	(208) 773-4235
(6) Jim Martin	Former Mayor	Priest River	jkmartin83856@gmail.com	(208) 610-0315
(7) David Schott	Parks & Facilities Director	Moscow	dschott@ci.moscow.id.us	(208) 883-7098
(8) Marcia Davis, P.E.	Integrated Capital Management	Spokane	mdavis@spokanecity.org	(509) 625-6398
(9) Paul Allen	Public Works Director	Millwood	publicworks@millwoodwa.us	(509) 924-0960
(10) Ray Pankopf	Director of Architecture & Engr	University of Idaho	rayp@uidaho.edu	(208) 885-7817
(11) Bill Belnap	City Supervisor	Moscow	bbelknap@ci.moscow.id.us	(208) 883-7011
(12) Lisa L. Corcoran	PM, Planning & Engr Dept	Spokane Intl Airport	Lcorcoran@spokaneairports.net	(509) 808-6577
(13) Scott Bontrager, P.E.	City Engineer	Moscow	sbontrager@ci.moscow.id.us	(208)883-7034
(14) Donna Phillips	Community Development Dir.	City of Hayden	dphillips@cityofhaydenid.us	(208)209-2020

"...One of the strengths of Welch Comer's staff is their obvious passion for problem solving. Whether they are developing a roadway design, a planning document, or managing a complex construction project, they work energetically."

Bill Melvin, PE, Post Falls City Engineer



Brian (BDS) and Phil (Welch Comer) facilitating a workshop for the Colville Downtown Vitalization Plan



Courtney Kramer facilitating a large public meeting

"A key ingredient to Dell's success is his ability to gain the support of not only project-affected stakeholders, but also interested stakeholders throughout the community."

Tony Berns, Executive Director IgniteCDA

RELEVANT SPECIALIZED PLANNING OR DESIGN EXPERIENCE

Welch Comer Engineers and BWA have unique downtown planning and design experience. Detailed project examples will be provided in Section III. In this section, we provide a list of relevant projects and special experience. The “Professional Qualifications of the Firm and Team” were provided in Section I.

McEuen Park, Coeur d’Alene—Community Visioning

The McEuen Park & Front Avenue project had unique challenges from the beginning. The site was mostly unused, but was home to ballfields, open space, and a large parking lot. The community was very passionate about proposed improvements—particularly boaters and the softball leagues. In addition to overall project management and design/construction oversight, Welch Comer filled the following unique public involvement roles:

- Facilitating a 21-person steering committee to find consensus among contending opinions.
- Condensing public opinion survey data so the vast amount of information could be easily understood.
- Preparing meaningful and easily understood graphics that helped the Steering Committee, Council, and public understand how the community vision would eventually unfold.
- Effectively leading presentations to the City Council and facilitation of sometimes passionate public workshops.

VALUE to MOSCOW

- | | |
|-------------------------------------|--|
| ⇒ Experts in public involvement | ⇒ Efficient management of Steering Committee |
| ⇒ Experts in public spaces | |
| ⇒ Maximizing use of available space | ⇒ Balancing numerous public opinions |



21-Person Steering Committee



Attendee at an Open House

Memorial Field, Coeur d’Alene—Balancing Feedback

Memorial Field in Coeur d’Alene was a community treasure, but needed a facelift. Understandably, the community had concerns. Additionally, Memorial Field sits at the entrance to historic neighborhood, Fort Grounds. To successfully facilitate a steering committee to find consensus among contending opinions was challenging, including:

- Knowing the Fort Grounds residents would be powerfully vocal, we structured public outreach to make the Fort residents heard while also balancing the loudest voice with the more quiet majority.
- The team met individually with many small groups who had singular concerns including: Fort Grounds, Centennial Trail, Riverstone HOA, Disability Action Center, Regulatory Agencies, NIC/University of Idaho, Human Rights Education Institute (HREI), and the Skate Park Users. These small group meetings were to avoid singular issues from dominating the open houses.

VALUE to MOSCOW

- | | |
|-------------------------------|---|
| ⇒ Sensitive to community gems | ⇒ Balancing requirements of all regulatory agencies |
| ⇒ Balancing stakeholder input | ⇒ Balancing numerous public opinions |



Steering Committee Walking Tour



Attendees at an Open House

Visualizations

Renderings of proposed changes help community leaders, business owners, and the public visualize the future. High quality visualizations add value to the project identification, selection, and priority processes. BWA produces renderings that are second to none and have helped communities all over the Inland Northwest really visualize projects before they are constructed.



Wall Street, Spokane, WA



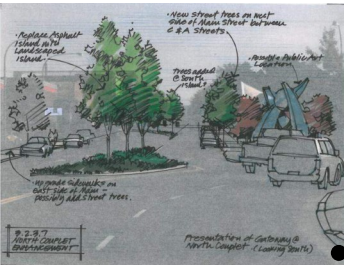
McEuen Park, Coeur d'Alene, ID



Front Avenue, Coeur d'Alene, ID

Welch Comer – BWA Collaborations

The Welch Comer-BWA team has been successful over the years teaming on regionally significant projects, as shown by the list below:

Project	
	4 Corners Master Plan/Memorial Field, Coeur d'Alene
	St. Maries Revitalization, St. Maries, ID
	McEuen Park, Coeur d'Alene
	Hayden Downtown Revitalization, Hayden, ID
	Colville Downtown Vitalization, Colville, WA
	Atlas Waterfront Development and Park, Coeur d'Alene/igniteCDA
	Ponderay Water Access, Ponderay, ID
	4th/Honeysuckle Roundabout, Hayden, ID
	Bonnars Ferry Downtown Revitalization, Bonners Ferry, ID
	4 Corners and BLM Master Plan and Memorial Field, CDA, ID
	Priest River Downtown Revitalization, Priest River, ID
	Heritage Court, Colville, WA
	War Memorial Park, Sandpoint, ID
	Seltice Way, Coeur d'Alene, ID
	Coeur d'Alene Lake Drive Traffic Calming, East Side HD, ID
	Several projects for the University of Idaho
	Moscow Entry Beautification, Moscow, ID

UNDERSTANDING AND APPROACH TO THE PROJECT

Our approach is tailored to three focus areas: Infrastructure (Physical Condition), Community Health (Environmental Condition), and Placemaking (Social Condition). Balancing all three are vital to sustained success in your downtown.

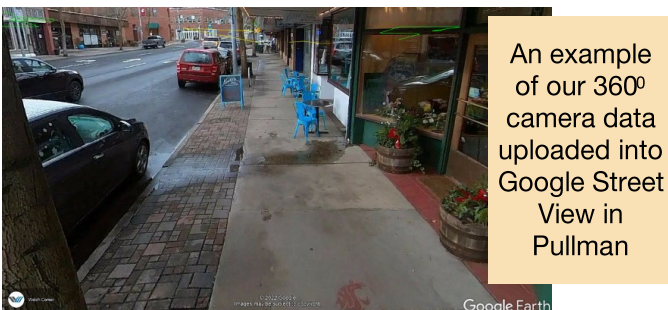
PHASE I (APRIL—AUGUST)

Review Available Information &

Infrastructure Inventory (April/May): Prior to any design or public outreach work our team will conduct a thorough inventory of existing information. This effort will be exhaustive and will build a strong foundation for your project. We will:

- Review records of underground & overhead utilities
- Discuss challenges with maintenance staff
- Review existing parking saturation/vacancy rates
- Review accident data & ped safety concerns
- Analyze effectiveness of existing public spaces
- Carefully review existing stormwater deficiencies

Field Survey: Our in-house crews are experienced with surveying urban environments. We will scan features to create highly detailed topographic surfaces. In addition, we utilize a 360-degree camera to record detailed imagery of the sidewalk, building faces, and public spaces. Our data is uploaded to Google Streetview to be accessed publicly.



An example of our 360° camera data uploaded into Google Street View in Pullman

Public Engagement (April—Construction):

Intentional public engagement is integral to a project like yours and must occur in a variety of forms starting with the initial planning phase and continuing through construction. Our team has successful experience with diverse types of in-person and virtual engagement to ensure the final project reflects the community's and City's vision.

Steering Committee—We recommend the City appoint a small steering committee comprised of city leaders and staff, downtown property/business owners, university representatives, and other community members (Chamber of Commerce, Farmer's Market, etc.). The steering committee listens to details, provides guidance, and, most importantly, provides a sense of community ownership.

Stakeholder Interviews—Stakeholder outreach will be sustained during the entire project starting with initial interviews/focus groups to aid in the development of project priorities and feedback on design concepts. Stakeholders include community groups, business and property owners, major institutions and others with a direct role in the future of downtown.

Open Houses—Open houses will be held during the conceptual design stage to gather feedback from the public.

Virtual Engagement Tools—Online engagement tools (SurveyMonkey, Konveio, Concept Board, etc.) are vitally important to engaging the public with and without the influence of the pandemic.

A quick tidbit...

Our team members spoke with citizens and business owners along Main Street. We found that most enjoy the downtown and are interested in improvements to parking, sidewalks, and aesthetics. We expect engaged stakeholders for this project.



Our team is especially adept at public facilitation and speaking in front of large crowds

Boots on the Ground—Courtney Kramer, former Beautiful Downtown Lewiston Executive Director, and our Community Outreach Coordinator will interface with the City, stakeholders, and downtown business and property owners. Courtney lives in Clarkston so she can efficiently work in Moscow ensuring we reach the community on a regular basis. In fact, some of this outreach has already occurred.

Placemaking: A great downtown is more than successful businesses and adequate parking. Ultimately, Placemaking combines the physical, environmental, and social conditions to make people feel comfortable. We have used the strategies from "Projects for Public Spaces" on many past projects.



Great downtowns are created when the community health, infrastructure, and Placemaking are all working together.
Credit: Project for Public Spaces

The principles in “Project for Public Spaces” aligns with the three focus areas we have identified for your project: Physical Condition, Environmental Condition, and Social Condition. Along Main Street you already have appealing spaces that promote safety, encourage commerce, and develop culture. There is room to make your downtown even more appealing. On the next page, we show a few of our initial thoughts at 5th to create even better spaces.

Conceptual Design Alternatives—Working concurrently with the initial public outreach, our team will begin a Concept Design Alternatives phase, advancing the places to the 10 to 15% level, prepare cost estimates based on quantity take offs and unit bid prices from recent projects. This allows Moscow to evaluate overall funding needs and to start prioritizing project elements to meet available funding. Within the concept design alternatives, the team will balance the desire for an infrastructure “facelift” and the need for enhanced public spaces. To communicate the alternatives to the public and City Council, the team will produce color concept renderings, which help to visualize options.

We will develop criteria for project prioritization, including: safety, aesthetics, maintenance, cost, etc.

Preferred Alternative—Along with city staff, the Welch Comer design team will present the recommended alternatives to City Council for approval. Once approved, the team will move into Phase II.

PHASE II (AUGUST—NOVEMBER)

Construction Drawings: We will deploy our team of engineers and landscape architects to execute the bid package that reflects the vision for the downtown.

Key Issues to Address During Design—Downtowns are complex. Many variables must be juggled to achieve Moscow’s vision. Our design phase approach identifies typical and project specific elements that must be addressed for a successful project.

Matching Existing Features and Roadway Geometry—In a downtown, every edge of the new improvements must match precisely into an existing feature. Those features could be door thresholds, building facades, or driveways. Ensuring our project matches all adjacent elements perfectly requires careful attention to grading details and adjustments to the horizontal and vertical roadway geometry.

Enhanced Traffic Calming and Increased Ease of Pedestrian Movement—Downtowns can flourish when pedestrians feel safe and drivers are aware.

ADA Compliance—Compliance with Americans with Disabilities Act (ADA) is a high priority design element. Carefully designing sidewalks, pedestrian ramps, driveways, and features to specific maximum slopes and configurations is important.

Settling—While hardscape elements like concrete or clay pavers are desirable elements because they add color and texture, they have a tendency to settle if not constructed correctly. Our engineers and landscape architects will work closely to properly design pavers to ensure long-term stability.

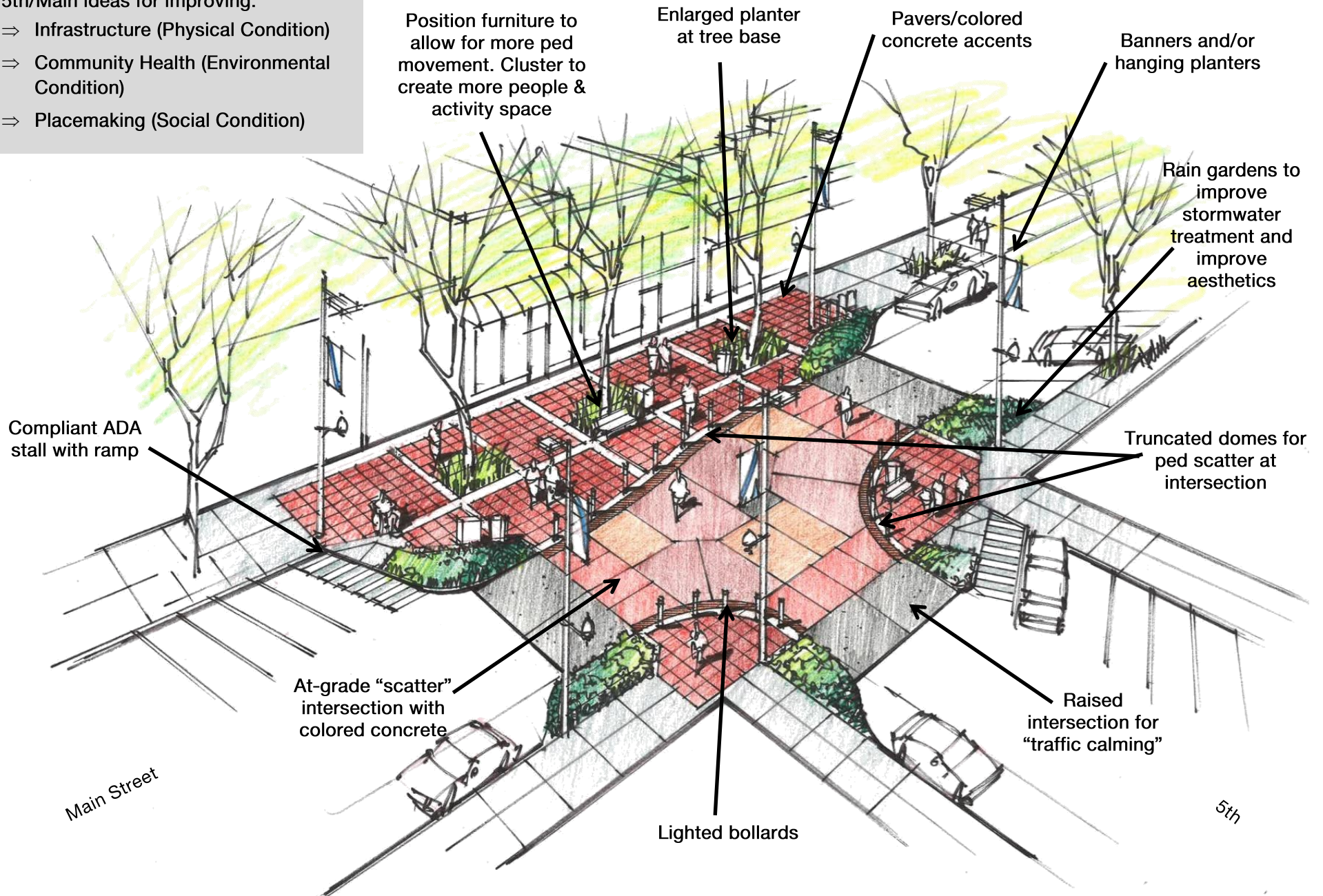
Inter-department Coordination—It’s likely this project will be managed primarily by the Public Works or Engineering Department, but it will be important to coordinate with multiple departments including:

- Planning—to ensure all zoning, setback, parking, tree spacing, etc., concerns are heard.
- Transit—to understand any impacts to the existing or future transit route system.
- Police & Fire—to address any emergency access or response time requirements.
- Street Maintenance—to address snow plowing, stormwater, and other maintenance concerns
- Parks—to coordinate on urban forest topics.

Balance of Aesthetics and Maintenance—While downtowns should be beautiful and inviting, they also need to be maintainable. Whatever furniture is installed, landscaping is planted, and art is installed, Moscow must be able to cost efficiently maintain it. Our job is to find that balance.

5th/Main ideas for improving:

- ⇒ Infrastructure (Physical Condition)
- ⇒ Community Health (Environmental Condition)
- ⇒ Placemaking (Social Condition)



Existing & Proposed Utilities—While streets within are under construction, it is efficient to replace utilities that are in bad shape or close to their useful life.

Traffic Control Design—Traffic on Main Street and the state highway (couplet) needs to continue during construction. A carefully designed traffic control plan that allows peds, bikes and cars to move through and within downtown while allowing the contractor a safe work zone is important.

Stormwater—It is likely revitalizing streets within downtown will require retrofitting and connecting into the existing stormwater system. Our engineers will take time to understand the existing system. Additionally, we hope to improve existing conditions such as water flowing over sidewalk and also improve treatment with strategically placed rain gardens.

Design Geometry vs. Snow Plowing—Like aesthetics vs. maintenance, understanding what Moscow does with winter snow will be important.

Construction Specifications—Producing accurate and buildable construction drawings is essential and the specifications are equally important. Over the last 20 years we've refined our downtown revitalization project specifications. For example, we have strict specification criteria on how contractors will provide business access at all times during construction. Additionally, ensuring reconnection of building water/sewer services is difficult and critical during downtown projects.

Environmental Documentation—If necessary, NEPA documentation will be pursued early in the design phase. Wetlands, cultural concerns, or historic building can slow this process if not conducted early.

Parking During Construction—Access to downtown commerce is critical and can become challenging during construction. Coordinating a strategy of temporary parking or special access during the design phase is key to minimizing the impact to businesses.

Constructability Review—A step our team completes with our downtown projects is a constructability review with local contractors. We will spend a couple of hours with a few regional contractors reviewing preliminary plans and getting their feedback regarding construction sequencing, business access, staging, material supply, and traffic control.



Project Bid (Winter 2022/2023): Our approach to bidding the project is to provide clarity to improve the bidders' understanding and reduce contingency pricing. We know the project complexities, which materials may be long lead (especially during the pandemic), so we conduct comprehensive pre-bid presentations and on site meetings to carefully walk the bidders through the CD's to transfer this knowledge to improve their understanding. All the Q&A is documented and issued as an addendum. We have dedicated project administrators familiar with Idaho bidding rules and we routinely provide full service bidding services for our municipal clients, including:

- Write and publish the bid advertisement
- Answer bidder questions and issue addenda
- Facilitate the bid opening, prepare bid tabulation, review bids for responsiveness and make a recommendation of award
- Assist the City in executing a contract

Construction Administration (Spring/Summer 2023): Construction is the most disruptive portion of the project for the community. We provide construction phase services on 99% of our projects including construction staking, construction observation, and construction administration. This is a roll we take very seriously. Our job is to ensure your project is constructed in accordance with the plans and specifications with the least disruption possible.

Our inspectors will be on site to monitor construction, troubleshoot problems, anticipate issues and work closely with business owners to address their concerns, and communicate progress to the City. Our designers are involved during construction conducting weekly construction meetings, communicating with the City, and maintaining accurate documentation. We prepare newsletters to keep the community informed.



We track quantities daily and confirm weekly with the contractor. We prepare pay requests for City review and only recommend payment for satisfactorily completed work.

At closeout, we provide a book that includes submittals, record drawings, construction photos, and financial information. We can also administer the funding agency process so that the funding and the City's match are clear all throughout the project.

PULLMAN DOWNTOWN MASTER PLAN, DESIGN & CONSTRUCTION

Welch Comer is currently working with the City of Pullman to revitalize a portion of their downtown. While some of the same tools would be used in Moscow, Pullman is very different. Their topographic, waterway, and railroad restrictions limit what they can do. Nevertheless, Welch Comer is working diligently to find solutions that best meet the needs for the City and the people of Pullman.

Total Project Cost: Scheduled for 2023/2024

Team Members Involved:

- ⇒ Phil Boyd, P.E.— Overall Project Manager
- ⇒ Matt Gillis, P.E.— Design Manager
- ⇒ Dell Hatch, ASLA – Landscape Architect
- ⇒ Adam Dorsey, P.E.—Project Engineer
- ⇒ Brian Scott—Public Involvement
- ⇒ Courtney Kramer—Public Involvement

Project Reference:

Shawn Kohtz, P.E., Public Works Director, City of Pullman
190 SE Crestview St, A, Pullman, WA 99163 | 509-338-3220



4 CORNERS MASTER PLAN, MEMORIAL FIELD, MULLAN AVENUE, COEUR D'ALENE

Welch Comer, with BWA, completed the Memorial Field Revitalization project for the City of Coeur d'Alene in 2016. This project transformed a wide, unsafe roadway and parking area into a multi-modal roadway with a beautiful and functional public space. Phil led the City and the Urban Renewal Agency through the master planning, design and construction. The site is very popular today.

Total Project Cost: \$3,000,000

Team Members Involved:

- ⇒ Phil Boyd, P.E.— Master Planning Phase Project Manager
- ⇒ Dell Hatch, ASLA – Landscape Architect
- ⇒ Adam Dorsey, P.E.—Design Engineer

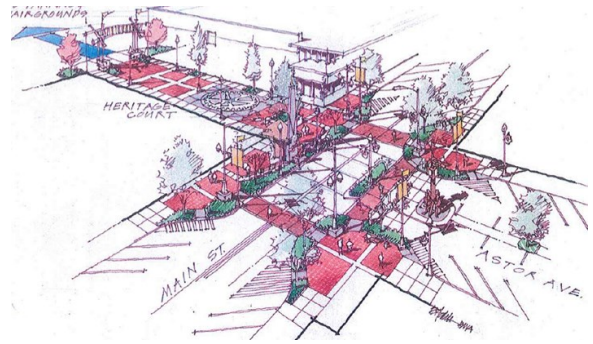
Project Reference:

Chris Bosley, P.E. - City Engineer, City of Coeur d'Alene
710 E. Mullan Ave, CdA, ID 83814 | 208-769-2216



COLVILLE DOWNTOWN MASTER PLAN & HERITAGE SQUARE

Welch Comer has worked to transform Colville's downtown over the last 20 years. The latest revitalization project involved Welch Comer securing Complete Streets funding through the state of Washington and reconfiguring the "100%" intersection in downtown. Phil's leadership during the planning and public outreach process, and Matt's during the design & construction were important to garner public support and deliver Colville a needed enhancement to their downtown.



Total Project Cost: \$1,200,000

Team Members Involved:

- ⇒ Phil Boyd, P.E. — Master Planning Phase Project Manager
- ⇒ Matt Gillis, P.E. — Design Phase Project Manager
- ⇒ Dell Hatch, ASLA – Landscape Architect

Project Reference:

Ralph Lane - Mayor, City of Colville
170 S. Oak, Colville, WA 99114 | 509-684-5095

McEuen Park, COEUR D'ALENE

Welch Comer, along with BWA, provided master planning, design, and construction phase services for the 20+ acres park. The planning team was assisted and directed by a 21-person, mayoral-appointed steering committee. The public was very engaged in this high profile project, so intentional and strategic public involvement provided invaluable. Notable park elements included underground parking garage, separated bicycle & pedestrians facilities, dog park, basketball, pickleball & tennis, spray pad and large play structure.



Total Project Cost: \$19,000,000

Team Members Involved:

- ⇒ Phil Boyd, P.E. — PM/Public Involvement Lead
- ⇒ Dell Hatch, ASLA – Landscape Architect
- ⇒ Matt Gillis, P.E. — Design Lead
- ⇒ Adam Dorsey, P.E. — Design Engineer

Project Reference:

Bill Greenwood - Parks Director, City of Coeur d'Alene
710 E. Mullan Ave, CdA, ID 83814 | 208-769-2252

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR DOWNTOWN STREETSCAPE DESIGN CONCEPTS
BETWEEN CITY OF MOSCOW, IDAHO AND
WELCH-COMER, COEUR D' ALENE, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR DOWNTOWN STREETSCAPE DESIGN CONCEPTS (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2022, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Welch Comer & Associates, Inc., a corporation of the State of Idaho, licensed to conduct business in the State of Idaho, with offices located at 330 E. Lakeside Avenue, Suite 101, Coeur d' Alene, Idaho, 83814 (hereinafter "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY intends to develop a conceptual design for the downtown streetscape pursuant to the Scope of Work, see Attachment "A" (hereinafter the "Project"); and

WHEREAS, CITY intends the Project will result in the presentation of a final design concept with cost estimate to City Council; and

WHEREAS, the Project's resulting plan will inform an approach to phasing and budgeting of bidding and construction; and

WHEREAS, CONSULTANT agrees to perform the various professional services, including public outreach, required for the Project;

NOW, THEREFORE, the Parties to this Agreement, for and in consideration of the mutual covenants, promises, and stipulations contained herein, agree as follows:

SECTION 1: THE PROJECT

This Agreement for professional services will include design and engineering services related to the downtown streetscape. It will include an inventory of existing conditions, preparation of design alternatives, and community engagement with each phase. It will culminate in a final conceptual design to be presented to City Council. CONSULTANT's approach offers transparency in documentation, collaboration with staff, the public, and clear communication with the City Council and other stakeholders, including a City-designated Advisory Committee.

As defined in the task plan, CONSULTANT will follow a structured method to arrive at a final design concept, complete with cost estimate and phasing, to be presented to City Council. This will enable CONSULTANT to perform the work in an orderly, efficient, and results-oriented manner. The tasks identified in the Scope of Services document, identified as Attachment "A", will be completed unless specifically noted otherwise.

SECTION 2: SCOPE OF WORK

CONSULTANT shall furnish services for the Project as specified in Attachment “A” (Scope of Work) of this Agreement, which is adopted and incorporated herein.

SECTION 3: COMPENSATION

The total cost to CITY for Consulting Services for the Project, as described in Section 1, shall be an amount not to exceed One-Hundred Sixty-One Thousand Dollars (\$161,000) for work performed by CONSULTANT as shown in Attachment “B” of this Agreement.

SECTION 4: CONSULTANT RESPONSIBILITIES

CONSULTANT shall complete the entire work on Project. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards.

CONSULTANT shall release all rights to the Project after receipt of the final payment.

CONSULTANT shall not use or sell the work created pursuant to this Agreement, without express written authorization by CITY.

CONSULTANT shall release any Copyright rights to the work created for the Project, at no additional cost to CITY.

SECTION 5: CITY RESPONSIBILITIES

CITY shall make available to CONSULTANT all technical data of record in CITY’s possession required by CONSULTANT relating to this Project.

SECTION 6: PROJECT SCHEDULE

CONSULTANT shall achieve final completion of the project on or before November 30, 2022 as shown in Attachment “C” of this Agreement. In the event of unavoidable delays beyond CONSULTANT’s control, CONSULTANT, upon concurrence of 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 CONSULTANT’s knowledge of such delays.

SECTION 7: INDEPENDENT CONTRACTOR

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

SECTION 8: TERMINATION

A. Termination of Agreement

This Agreement may be terminated by CONSULTANT upon thirty (30) days' written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days' written notice without cause and without further liability to CONSULTANT, except as designated by this Section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, including direct expenses and a pro rata share of the fees based upon work completed. All Deliverables, whether partially or fully completed, related to the Project, produced by CONSULTANT as part of Project services, shall become the property of, and shall be surrendered to CITY at or before such termination and prior to payment. However, CITY agrees that all Deliverables provided or prepared by CONSULTANT are intended for the purposes of this Agreement only and any reuse or modification of the Deliverables by CITY or others for any other project or purpose shall be at CITY's or other's sole risk and without liability to CONSULTANT. CONSULTANT may retain copies of all Deliverables for its records.

B. Termination of the Project

If any portion of the Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay CONSULTANT 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 this 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 9: INSURANCE AND LIABILITY

A. Consultant's Professional Liability Insurance

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession; and no warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services. Should CONSULTANT or any of CONSULTANT's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, CONSULTANT has obtained Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of the Project. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to CONSULTANT.

B. Consultant's Additional Insurance

CONSULTANT shall maintain automobile insurance and statutory workers' 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 CONSULTANT shall cause CITY to be named as an additional insured under said policy.

C. Indemnification

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liability and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's own negligence.

SECTION 10: CONFLICT OF INTEREST

CONSULTANT 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 services hereunder. CONSULTANT 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, CONSULTANT shall immediately disclose such conflict to CITY.

SECTION 11: ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement, and the exhibits hereto, contain the entire Agreement between the Parties concerning the Project, 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. CONSULTANT shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

SECTION 12: LICENSES AND ADHERENCE TO LAW REQUIRED

CONSULTANT represents that it possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable federal, state and local statutes and regulations in the performance of the services hereunder and such laws and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes and/or regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT 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 CONSULTANT, CONSULTANT's officers, agents, employees, or its subcontractors.

SECTION 13: 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. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT'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. CONSULTANT 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 14: LEGAL FEES

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

SECTION 15: 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 either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

SECTION 16: BINDING OF SUCCESSORS

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partner, successors, assigns and legal representatives of such other Parties with respect to all covenants of this Agreement.

SECTION 17: NOTICES AND COMMUNICATION

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CONSULTANT

Welch Comer & Associates, Inc.
330 E. Lakeside Ave
Suite 101
Coeur d'Alene, ID 83814
(208) 664-9382

CITY

City of Moscow, Idaho
Deputy City Supervisor
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7027

Either Party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

SECTION 18: NON-APPROPRIATION

This Agreement is contingent upon CITY receiving the necessary funding to fulfill the obligations of CITY. While the CITY shall exercise good faith, 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 19: APPROVAL REQUIRED AND SEVERABILITY

This Agreement shall not become effective or binding until approved by the City of Moscow. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other parts of this Agreement as long as the remainder of the Agreement is reasonably capable of completion.

SECTION 20: EXECUTION

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

CONSULTANT

Welch Comer & Associates, Inc.

Matt Gillis, Vice President

CITY

City of Moscow, Idaho

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

DATED this ____ day of _____, 2022.

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared Matt Gillis, known to me to be the person named above and acknowledged that he executed the foregoing as the duly authorized representative of Welch-Comer.

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

Attachment A

Scope of Work

Moscow Downtown Streetscape - Phase 1

Existing Condition Evaluation & Concept Design

Background Data

CITY: City of Moscow
CONSULTANT: Welch Comer & Associates, Inc.

Specific Project Data

PROJECT TITLE: Moscow Downtown Streetscape – Phase 1

DESCRIPTION: CITY desires to conduct existing inventory, public outreach, concept design and preliminary design in Downtown, which primarily involves Main Street, between A Street and 8th Street and all side streets that extend one block east and west of Main Street (hereinafter Project). Initial project limits are depicted in the figure below.



Figure 1 - Initial Project Limits

1. Review of Applicable Planning Documents

- 1.1. DOCUMENT REVIEW: This task shall include a review of past studies, revitalization plans, and other relevant historical documents and policy guidance applicable to Downtown Moscow. It is assumed the CITY will provide the CONSULTANT all available & applicable studies.

2. General Administration

- 2.1. TEAM MEETINGS: CONSULTANT will meet with the CITY at appropriate intervals, but not less often than once every two (2) weeks. For the purposes of this scope of work, a total of six (6) meetings are anticipated. Meetings may either be in-person or via videoconference.
- 2.2. CITY COUNCIL MEETINGS: This scope of work assumes three (3) presentations will be given to the City Council. Those presentations may be after a public meeting and/or when a product is ready for input from the Council. Exact meeting times will be determined at a later date.
- 2.3. IDAHO TRANSPORTATION DEPARTMENT COORDINATION: It is assumed the CITY will conduct any necessary coordination with ITD District 2.

3. Preliminary Survey and Inventory of Existing Conditions

- 3.1. SURVEY: This task shall include a partial field survey to determine the location and dimensions of some existing conditions. This includes the existing right-of-way based on available assessor information, the general face of buildings, and existing curb alignments and grades. The location of all other existing information will be gathered via either aerial imagery, record drawings, or GIS information. The minimal survey work shall be of adequate detail to perform preliminary design tasks to a level sufficient for budgetary cost estimates and public viewing. The remaining survey information will be gathered during a subsequent phase.
- 3.2. AERIAL IMAGERY: In addition to survey, aerial imagery will be collected on Main Street and all side streets within the project limits.
- 3.3. This task shall culminate with completion of a base map partially detailing current conditions, deficiencies, needs, and opportunities. Deficiencies and needs will be determined in collaboration with CITY staff.

4. Public Outreach

- 4.1. STEERING COMMITTEE FORMATION & FACILITATION: Assist the CITY in assembling a Steering Committee (aka Advisory Committee) to meet with the CONSULTANT team of engineers, planners, landscape architects, and public involvement specialists to:
 - a) Attend and help facilitate a project walk-thru with the committee.
 - b) Establish a *Mission* and associated *Project Goals* to achieve that Mission.
 - c) Provide direction to the CONSULTANT team.
 - d) Consider and review information received from the public and stakeholders.
 - e) Advise and make recommendations to the Moscow City Council.
 - f) It is anticipated that three (3) meetings will be held with the Steering Committee during Phase 1.
- 4.2. STAKEHOLDER INTERVIEWS & MEETINGS: Stakeholders will be identified by the CITY and may include residents, business and property owners, developers, community organizations, and others. The CONSULTANT will meet with up to twelve (12) stakeholders on one occasion. Interviews may be in person, over the telephone, or via videoconference. It is assumed one (1) hour plus preparation time will be required for each meeting. Multiple meetings will be scheduled per day where possible. Findings from those stakeholder meetings will be summarized in the Concept Report.
- 4.3. PUBLIC MEETINGS: Two (2) public meetings will be held during Phase 1.
 - a) Public Meeting #1: Early in the Concept phase, the CONSULTANT will facilitate an open-house style Public Informational Meeting. The intent of the meeting will be to introduce the project and provide project elements for the public to consider. Attendees will be encouraged to rank specific elements and describe what is important to them. A meeting early in the process will help avoid controversy later, garner public trust, and give the public an active role in shaping the project's direction. In addition to educating the public, the public may be able to educate the CONSULTANT about unknown issues such as: abandoned irrigation ditches, wetlands, sewer drainfields, wells that encroach the Right of Way, historic structures, utilities, or other areas of special concerns. During the Public Meeting, the CONSULTANT will serve the CITY by providing the following:
 - o Meeting Advertisement: Provide a public news release and newspaper advertisement to advertise the meeting in the CITY's newspaper of record.
 - o Adjacent Property & Stakeholder Invitation: Provide a specific letter or newsletter to the CITY to be sent to each property owner and/or business owner along the project, introducing the project and inviting them to attend to provide comments at the public meeting.
 - o Sign-in Sheets: Provide sign-in sheets to record meeting attendees.
 - o Public Comments: Provide opportunity for public written and verbal comments.
 - o Meeting Facilitation: Prepare for and facilitate the meeting by presenting, hearing public concern, explaining the project, funding & schedule, and providing available information.

- o **Comment Review:** Subsequent to the meeting, the CONSULTANT will meet with the CITY to review and discuss the written and verbal comments received during the meeting and address any changes required to the project. Comments will also be provided to the Steering Committee.
- b) **Public Meeting #2:** A second public meeting will be held midway through the concept design process to inform of current progress and solicit further feedback from the public. Meeting invitations, sign-in sheets, public comments, and facilitation will be provided similar to what was provided for Public Meeting #1.
- 4.4. **DOWNTOWN EVENT DEFICIENCIES:** Conduct interviews with CITY staff, Downtown business owners, and other key stakeholders to identify the challenges associated with the various uses and events conducted in the area. The CONSULTANT shall present inventory results to staff and a city-sponsored advisory committee.
- 4.5. **SOCIAL MEDIA OUTREACH:** CONSULTANT will provide to the CITY content and graphics on all facets of the public outreach process, including updates associated with items 4.1, 4.2, 4.3, and 4.4, as outlined above. The CITY will post provided information to their preferred/approved social media platforms.
- 4.6. **PUBLIC INVOLVEMENT SPECIALIST:** At this point, Public Involvement for this project is expected to be standard. No major controversy or opposition is expected. In event the public involvement process encounters special challenges, the CONSULTANT will provide an experienced Public Involvement specialist (BDS Planning) to help navigate the issues. Cost for this service will be on a separate *hourly* as-needed basis.

5. Development of design concepts

- 5.1. **CONCEPT DEVELOPMENT:** Based on the inventory and outreach previously completed, this task shall include development of conceptual streetscape designs including roadway and sidewalk improvements, materials, fixtures, and furnishings to a level appropriate to estimate construction costs and project phasing. Where appropriate, CONSULTANT will provide multiple options of specific project elements for consideration.
- 5.2. **RENDERINGS:** Conceptual design renderings and exhibits shall be prepared for public outreach in both hard-copy and digital format. CONSULTANT will conduct engagement workshops and open houses to gather public input on the conceptual designs.
- 5.3. **DESIGN PRESENTATIONS:** CONSULTANT shall present the conceptual designs and a summary of public outreach to the Steering Committee and staff.

6. Develop preferred design alternative

- 6.1. **FINAL CONCEPT DESIGN:** This task shall include development of a preferred design alternative. Design renderings and exhibits of the preferred alternative shall be prepared for public outreach in both hard-copy and digital format. CONSULTANT shall present the preferred alternative to the Steering Committee and staff. This presentation shall inform further refinement of the alternative.
- 6.2. **PHASING PLAN & COST ESTIMATE:** Verify constructability and the anticipated construction approach and duration. A recommended phasing plan to minimize disruption to Downtown businesses, along with a detailed cost estimate for the entire project, and each proposed phase shall be provided. The CITY shall provide the CONSULTANT with an available construction funding amount.

7. Preliminary Construction Drawings

- 7.1. **CONSTRUCTION DRAWINGS:** Depending on the eventual project limits, available funding, and what is needed to achieve an accurate budgetary construction estimate, the CONSULTANT will produce preliminary construction drawings to a level that may range between 30% - 60%.
- 7.2. **DESIGN PRESENTATION:** CONSULTANT shall present the final preferred alternative and cost estimate to City Council.
- 7.3. **DELIVERABLE:** After presenting to City Council, the CONSULTANT shall provide the CITY with exhibits of the Preliminary Construction Drawings and Cost Estimate in both hard-copy and digital format for distribution.

ATTACHMENT B

Compensation for Services

1. Payments to Engineer for Services

- 1.1. For Basic Services having a Determined Scope – Lump Sum Method of Payment. CITY shall pay ENGINEER for the services identified herein, the following Lump Sum amount:

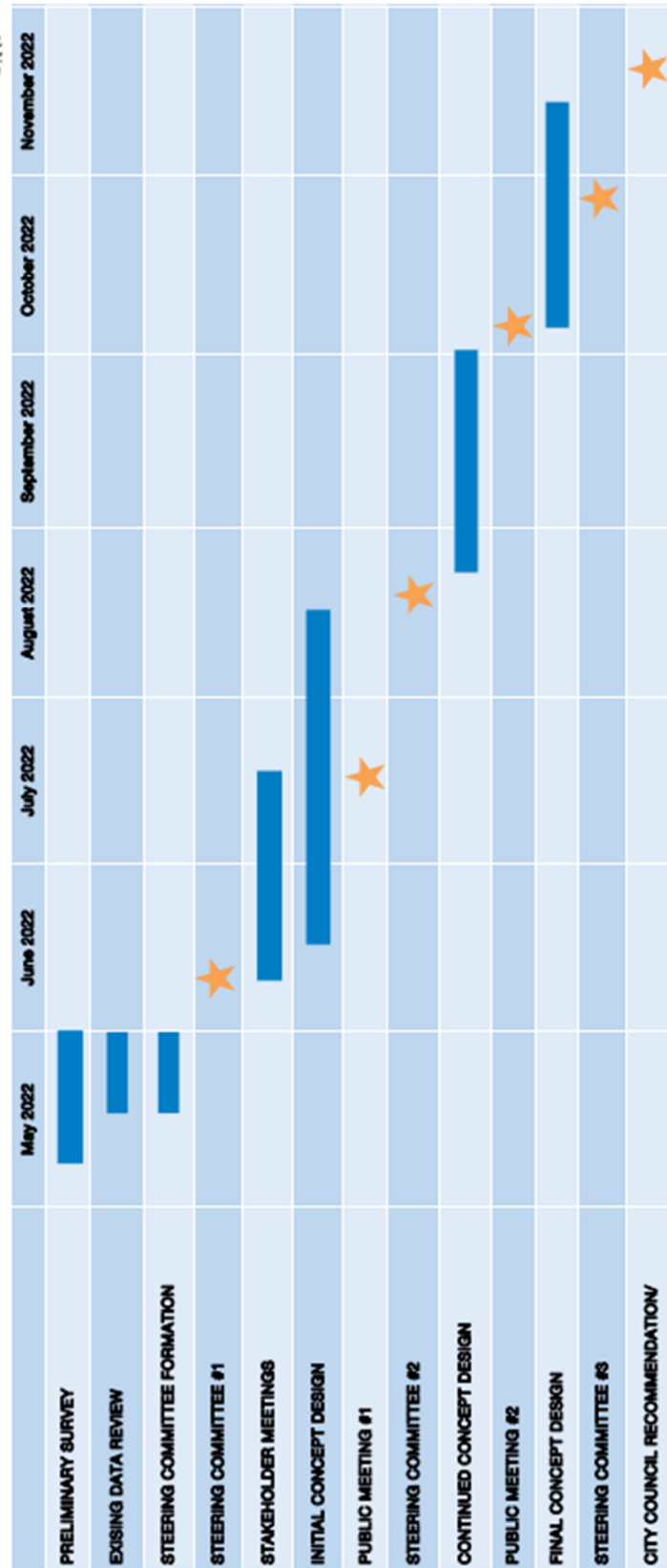
Moscow Downtown Streetscape – Phase 1: \$161,000

- 1.2. The Lump Sum includes appropriate amounts of labor, overhead, profit, Reimbursable Expenses, and Subconsultant charges.

Task	Task Compensation
Task 1-Preliminary Survey	\$9,300
Task 2-Internal Team Coordination	\$5,700
Task 3-Team and City Council Meetings	\$28,000
Task 4-Steering Committee & Public Outreach	\$54,000
Task 5-Concept Design	\$64,000
Total Not to Exceed Cost	\$161,000



Attachment C – Moscow Downtown Preliminary Schedule



ADVERTISEMENT

CITY OF MOSCOW DOWNTOWN STREETSCAPE DESIGN PROJECT REQUEST FOR QUALIFICATIONS

The City of Moscow is seeking an experienced consulting firm to provide design and engineering services for the Downtown Streetscape Design Project (hereinafter Project). Services requested include landscape architecture, engineering design, and cost estimation for the construction of downtown streetscape improvements. The Project comprises an area of approximately 40 acres in the downtown core of the City. The Project is proposed to be completed in two phases with Phase I including the assessment of existing conditions, conceptual design, design development, and cost estimation. Phase II would include construction design, project bid, and construction administration. Each phase would be conducted separately and advancement to Phase II subject to City Council approval and available construction funding. The consultant would be expected to work closely with City staff, stakeholders, and elected officials during all phases of the project.

The Request for Qualifications summary, including description of the submittal and review process, is available upon request by contacting Jennifer Fleischman at (208) 883-7035, jfleischman@ci.moscow.id.us or by mail to:

City of Moscow
Attn: Jennifer Fleischman
P. O. Box 9203
Moscow, ID 83843

All submitted Statement of Qualification's (SOQ) will be reviewed and rated by the City's Selection Committee. A maximum of three (3) firms may be identified for personal interviews and presentations, which will allow the Selection Committee to become familiar with each firm's qualifications, background, and experience in the preparation of similar plans. Proposals must be received by the City by 5:00 PM, Friday February 4, 2022. Proposals may be sent to Jennifer Fleischman to the address noted above or delivered in person to the Community Development Department at 504 S. Washington Street, Moscow, Idaho.

Any questions regarding this request should be directed to Cody Riddle, Deputy City Supervisor of Community Development at 208-883-7027 or criddle@ci.moscow.id.us.

Publish January 1st and 8th, 2022



**REQUEST FOR QUALIFICATIONS FOR
DOWNTOWN STREETScape DESIGN
CITY OF MOSCOW, IDAHO**

Project Name: Downtown Streetscape Design Project

Contracting Agent: City of Moscow, Community Development

Address: 504 S. Washington Street
Moscow ID 83843

Telephone: (208) 883-7027

Date Due: 5:00 PM PST, February 4, 2022

Project Manager: Cody Riddle, Deputy City Supervisor

REQUEST FOR QUALIFICATIONS FOR THE DOWNTOWN STREETScape DESIGN PROJECT

A. PROJECT NAME

Downtown Streetscape Design Project

B. PROJECT DESCRIPTION

The City of Moscow is soliciting and accepting a Statement of Qualification from interested and qualified firms for providing engineering and architectural services for the Downtown Streetscape Design Project (hereinafter Project). Consulting services requested include landscape architecture, engineering design, and cost estimation for the construction of downtown streetscape improvements. The current streetscape features located within Downtown Moscow were constructed in 1981 and are in deteriorating condition with need for repair. Downtown Moscow is the community's civic center and hosts a wide range of events including the Moscow Farmer's Market, various parades, block parties and other community events. The project area is comprised of approximately 40 acres which includes the downtown core of the City.

C. PROPOSED SUMMARY SCOPE OF WORK AND PHASING

The Project is proposed to be completed in two phases with Phase I including the assessment of existing conditions, conceptual design and design development, and cost estimation. Phase II will include construction design, project bid and construction administration. Each phase will be conducted separately and advancement to Phase II is subject to City Council approval and available construction funding. The consultant will be expected to work closely with the City staff, stakeholders, and elected officials during all phases of the project.

PHASE I

Understand & Evaluate Existing Conditions:

1. Review past studies, revitalization plans, recommendations and other relevant historical documents pertaining to Downtown Moscow.
2. Conduct a detailed field survey to determine exact right-of-way, street dimensions, surface grades, and existing utilities and features within the area generally shown in Exhibit A (Study Area).
3. Inventory existing hardscape, street trees, and furnishings to document the current conditions.
4. Research the condition and age of existing public utilities (water, sewer, storm and franchise) to determine reasonable remaining useful life.
5. Assess the current lighting, special event, and ancillary electricity distribution system wiring and components to identify required improvements.
6. Interview City staff, Downtown business owners and key stakeholders to identify the unique opportunities and challenges associated with the various uses and events conducted within the area.
7. Assess needs of Downtown community events (such as the Moscow Farmer's Market, block parties and similar activities) and their demand upon the infrastructure.
8. Prepare a map of the study area detailing current system conditions, deficiencies, needs and opportunities.

Conceptual Design:

1. Develop conceptual streetscape designs including proposed roadway and sidewalk improvements, materials, fixtures and furnishings.
2. Prepare conceptual design renderings and exhibits to be utilized for public input events.
3. Conduct engagement workshops and open houses to gather public input and comment on the conceptual designs.
4. Develop a preferred alternative to be advanced to the Design Development Phase including a planning level cost estimate.
5. Present the preferred alternative to City Council for approval prior to advancing to Design Development.

Design Development and Cost Estimation:

1. Prepare 60% design drawings to verify project constructability, cost, and the anticipated construction approach and duration.
2. Prepare a recommended phasing plan to reduce disruption to Downtown businesses while maintaining construction efficiency.
3. Prepare a detailed cost estimate for the entire project, and by phase.
4. Present the proposed design and cost estimate to City Council.

PHASE II**Construction Drawing Design and Project Bid:**

1. Prepare the final construction design and specifications.
2. Prepare bid documents and advertisements.
3. Coordinate bid process, respond to questions and issue bid addendum.
4. Participate in bid opening and tabulation.

Construction Administration:

1. Assist with the preparation of construction contracts.
2. Participate in pre-construction meetings and activities.
3. Provide construction management and inspection services.
4. Provide community outreach prior to and during construction to clearly communicate construction activities, coordinate business access during construction, and respond to inquiries and concerns during the course of construction.
5. Prepare final closeout documents, project certification, tax and lien releases, and record drawings.

D. ESTIMATED PROJECT SCHEDULE

January 1 – February 4 th	RFQ Advertisement Period
February 23 rd	RFQ Interviews
March 21 st	City Council Selected Respondent
April-May	Historical Document Review, Community Interviews, Field Survey
June-July	Conceptual Design Development
August	Preferred Alternate Selection

August- September	Construction Design Development
October	60% Design, Cost Estimate and Phasing Plan Development
November	Final Plan Presentation

E. EVALUATION OF SUBMITTALS

The City Selection Committee will review the Statement of Qualification's received in response to this request and select the firms to advance to the interview stage. The selected firms will be invited to attend personal interviews and presentations which will allow the Selection Committee to become familiar with each firm's qualifications, background, and experience in the preparation of similar plans. Following completion of the interview and evaluation process, the Committee will recommend a firm to the Moscow City Council for selection of the project.

F. CRITERIA FOR SELECTION

Firms must address each of the following criteria. Each firm may be awarded points up to the maximum points allowed, as listed below:

1. **Relevant specialized planning and project design experience of the firm or consultant (Maximum points allowed: 30).** Respondents should include a list and description of projects of a similar nature with project reference contact information including name, address and phone number. Specialized experience with similar sized communities and streetscape projects should be highlighted.
2. **Professional qualifications and relevant experience of proposed project team (Maximum points allowed: 30).** Respondents should describe the project team's professional qualifications and relevant work experience. Firms should include resumes of the proposed project manager and other personnel, and subcontractors that will be assigned to this project.
3. **Understanding and approach to the project (Maximum points allowed: 20).** Familiarity with community, community needs and a clear understanding of the functional and operational aspects of the project and how these aspects may affect the project.
4. **Ability to complete the project within the specified project schedule (Maximum points allowed: 20).** Respondents should describe their proposed project approach, schedule and available resources to complete the project on schedule.

SUBTOTAL MAXIMUM POINTS ALLOWED FOR PLANNING & DESIGN SERVICES: 100

G. SUBMITTAL REQUIREMENTS

1. Submittal Documents: Statement of Qualifications shall not exceed fifteen (15) pages including photos, biographies, appendices and any other supporting documentation. A single page includes text and/or graphics appearing on a single side of paper. Responses exceeding the maximum number of designated pages may be disqualified from City review. All responders will provide one complete (hard copy) submittal and a digital copy on a USB flash drive for review. The envelope in which the submittals are delivered must be clearly labeled on the outside with the Respondent's name and the project identification, "City of Moscow Downtown Streetscape Design Project." Late submittals will not be accepted.

Submittals shall be delivered to the following address before 5:00 PM PST, February 4, 2022:

City of Moscow
RE: City of Moscow Downtown Streetscape Plan Project
Attn: Jennifer Fleischman, Deputy City Clerk
504 S. Washington Street
Moscow, ID 83843

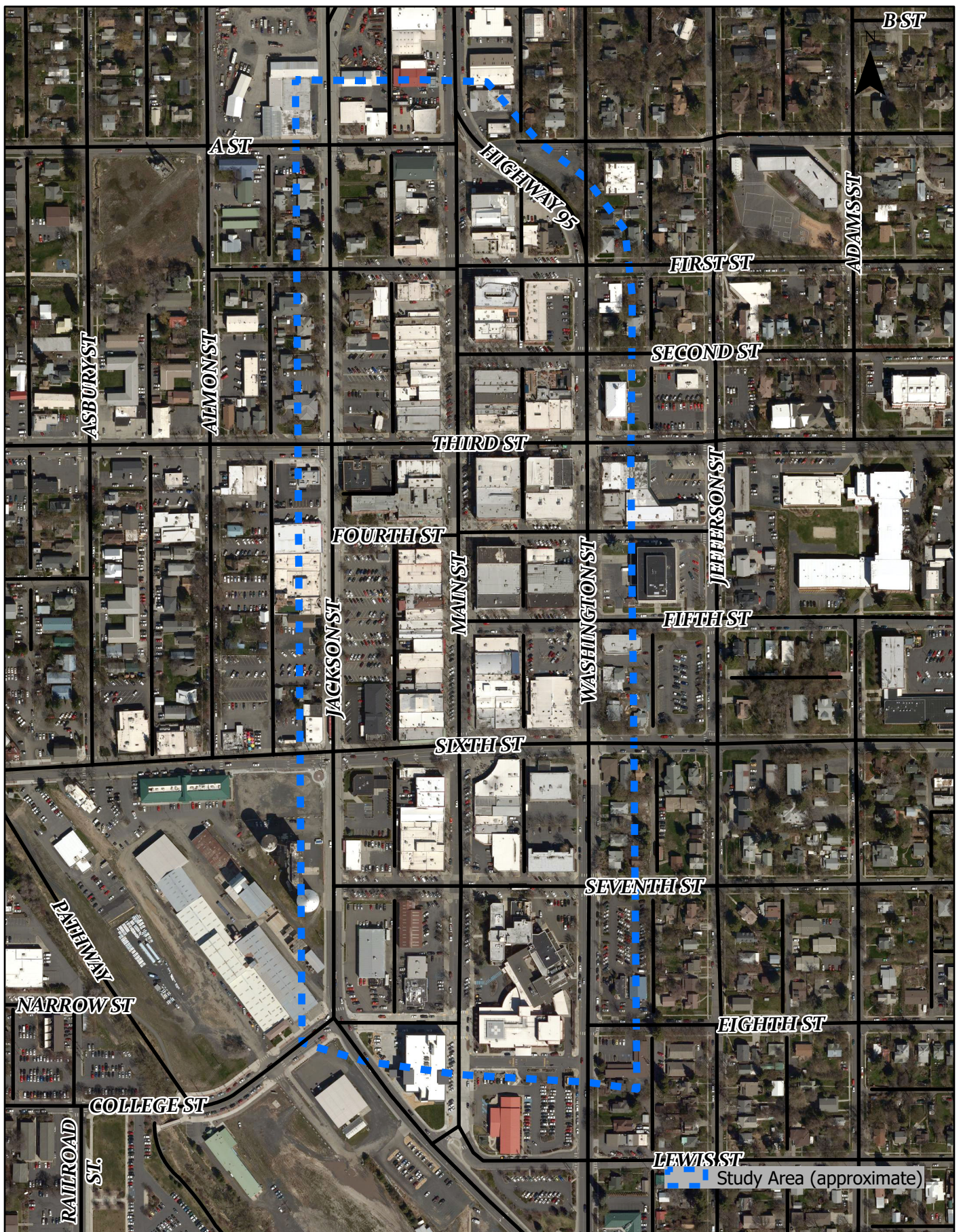
2. Submittal Content: Each submittal shall be organized in the following order:
 - a. Outside Cover and First Page: Shall contain (i) the title, "City of Moscow Downtown Streetscape Design Project", (ii) the name of the Respondent, and (iii) the submittal date.
 - b. Table of Contents: Include a table of contents.
 - c. Transmittal Letter: Include a short transmittal letter. The transmittal letter shall:
 - i. Summarize why the Respondent believes itself to be the most qualified;
 - ii. Contain the statement that to the best of the Respondent's abilities, all information contained in the RFQ submittal is complete and accurate;
 - iii. Contain a statement granting the City and its representatives' authorization to contact any previous client of the Respondent (or a Respondent's team member or associates) for the purposes of ascertaining an independent evaluation of the Respondent or a Respondent's team member's or associate's performance; and
 - iv. At least one copy of the transmittal letter must have the original signature of an officer of the principal responding firm.
 - d. Section I: Description of the Respondent:
 - i. Firm Description: Include a complete narrative description of the Respondent's firm (or firms if the Respondent is comprised of a team of firms). Information should include:
 - The Respondent's areas of specialization;
 - Firm history;
 - Honors and awards;
 - Location of home and branch offices;
 - Names of the principal officers of the firm;
 - Identification of the major consultants, if known.
 - ii. Organizational Chart: Include a simple organizational chart showing how the Respondent, if selected, would organize its personnel for the project.
 - iii. Key Professionals: Identify the key members of the Respondent's team that would be involved in the project and describe their area of expertise and what role they will perform in the team. Indicate their availability for this project schedule.
 - iv. Resumes: Provide resumes of any person identified as a key professional. The resumes should contain the following:
 - Name;
 - Education and background;
 - Employment history;
 - Proposed role in the project;
 - An identification of the other relevant projects in which the person has been involved and a name/phone number of a representative of any project cited that can be contacted for a reference;
 - Other information you believe to be relevant.

- e. Section II: Narrative: Set forth the criteria on which the selection will be made. Your proposal should be organized to clearly address:
 - i. Relevant specialized planning, and project design experience of the firm or consultant;
 - ii. Professional qualifications and relevant experience of proposed project team;
 - iii. Understanding and approach to the project including familiarity with the community and a clear understanding of the functional and operational aspects of the project and how these may affect project planning, design and future construction;
 - iv. Ability to complete the project within the specified schedule.
- f. Section III: Relevant Experience of Respondent:
 - i. Summary of Relevant Projects Completed: List at least three (3) relevant projects. A relevant project is one which best exemplifies the Respondent's qualifications for this project. Provide all applicable information as indicated below:
 - Name of project;
 - Project location;
 - Total project cost;
 - Project description;
 - Describe the services which the Respondent's firm provided;
 - Indicate which team members were actually involved in the project and specify their role;
 - Provide Project reference contacts including contact name, association to project, address and phone number.

H. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

1. A complete package of this RFQ including any attachments can be obtained from the City of Moscow by contacting Jennifer Fleischman via phone at (208) 883-7035 or by email at jfleischman@ci.moscow.id.us.
2. The City reserves the sole right to (1) evaluate the qualifications submitted; (2) waive irregularities therein; (3) reject any or all Respondents submitting qualifications, should it be deemed in the City's best interest to do so.
3. An RFQ pre-submittal conference will not be held. The City of Moscow welcomes questions regarding this submission on or before the submission deadline to Cody Riddle, Deputy City Supervisor via email at criddle@ci.moscow.id.us.

Exhibit A: Study Area (Approximate)



COMMITTEE STAFF REPORT

DATE: Monday, April 25, 2022



RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Booster Station Replacement Phase II - Bid Results (ACTION ITEM) - Scott Bontrager

DESCRIPTION

The Booster Station Replacement - Phase II project includes the construction of two (2) new booster pump stations located near the Indian Hills and Ponderosa Sub-divisions. The work will include new Concrete Masonry Units (CMU) block buildings, site improvements, piping, pumps, electrical components, and controls. The City published an advertisement for bids on March 12, 2022 and the Engineer's Estimate for construction is \$2,909,100.00.

Bids were opened on Friday, April 15, 2022. Two responsive bids were received, with bids ranging from \$4,248,950.00 to \$4,867,933.00. Of those, the lowest responsive bid was submitted by Razz Construction, Inc. with a bid of \$4,248,950. A bid analysis is included in the Committee packet.

STAFF RECOMMENDATION

Reject all bids and rebid at a later time to accumulate additional funds and seek an improved bid climate.

PROPOSED ACTIONS

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

FISCAL IMPACT

Funds for the Booster Station Replacement - Phase II project would be expended from the Booster Stations Program 320-220-770-54.

PERSONNEL IMPACT

None if rejected

ATTACHMENTS

1. Booster Station Replacement Phase II - Bid Review

April 19, 2022

Scott Bontrager
City of Moscow, Idaho
206 E Third Street
Moscow, ID 83843

RE: BOOSTER STATION REPLACEMENT – PHASE II – BID REVIEW

Dear Scott:

On April 15, 2022, the City of Moscow received two bids for the Booster Station Replacement – Phase II project. The apparent low bid was submitted by Interstate Razz Construction, Inc. with a total Bid price of \$4,248,950.00. For comparison, the Engineer's Opinion of Probable Cost for the project is \$2,909,300.00 with contingency. A summary of the bids is included below:

Bidder	Base Bid Total
Razz Construction, Inc.	\$4,248,950.00
McClure & Sons, Inc.	\$4,867,933.00

We focused our review on the base bid cost and the contents of the bid packets to ensure that the required information was present. The required information was outlined in the Advertisement to Bid, Bidder's Checklists, Instructions to Bidders, and Bid Form, which were all provided in Volume I of the Contract Documents. We have reviewed the bids to determine general compliance with the administrative requirements of the bidding phase (i.e., whether each bid received was responsive) based on the following:

- Bid received on time in a properly sealed envelope.
- Addenda properly acknowledged.
- Bid Form was completed in general conformance with the Instructions to Bidders.
- Bid Security signed and included.
- Bidder's Idaho Contractor License number included.
- Bid signed.
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC are listed).
- Non-Collusion, and Anti-Discrimination completed.
- SRF AIS documentation included/acknowledged? (Form AIS-1).

Our review did not include the following:

- Verification of the Bidder's business legal status,
- The signatory's authority to sign, and
- Other possible legal reasons for considering the bids unresponsive.

The bid documents for the lowest bid, from Razz Construction, Inc., appear to be complete and responsive. The next lowest bid also appears to be complete and responsive.

J-U-B verified the status of the Idaho Public Works license for both Bidders. We reviewed the license status on the Idaho Division of Building Safety (DBS) Public Works Contractor License Search (eTRAKiT) website on April 19, 2022 for all listed contractors and subcontractors.

We additionally looked up the bidders on the System for Award Management (SAM) website and confirmed they are Active and they have no active exclusions. Registration summaries from the SAM website for each are attached.

Based on this evaluation, it is our opinion that Razz Construction, Inc. is the lowest responsive bidder, and we recommend that they be considered for award of the contract. Based on our review of the contract documents, and upon completion of further review and concurrence by City legal staff and Idaho Department of Environmental Quality, we recommend the City consider awarding the project to Razz Construction, Inc. for a total contract price of Four Million Two Hundred Forty-Eight Thousand Nine Hundred Fifty and No/100 Dollars (\$4,248,950.00). A copy of the bid from Razz Construction, Inc. and the Bid Evaluation are enclosed for reference.

Please conduct any additional review deemed necessary and provide your authorization of Award and we will move forward with the preparation of the Notice of Award and Contract Documents for Razz Construction, Inc.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,



Michelle L. Johnson, P.E.
Project Manager
J-U-B ENGINEERS, Inc.

Cc: Hannah Erickson, IDEQ – Hannah.Erickson@deq.idaho.gov

Enclosures

Client: City of Moscow				ENGINEER'S ESTIMATE (Including contingencies)		Razz Construction, Inc. 4055 Hammer Drive Bellingham, WA 98226		McClure & Sons, Inc. 1517 Country Club Drive Mill Creek, WA 98012	
Project: Booster Station Replacement - Phase II									
Bid Opening: April 15, 2022									
Item No.	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Base Bid									
1	Indian Hills Booster Pump Station	1	LS	1,494,100.00	\$ 1,494,100.00	\$ 2,119,450.00	\$ 2,119,450.00	\$ 2,500,000.00	\$ 2,500,000.00
2	Ponderosa Booster Pump Station	1	LS	1,415,200.00	\$ 1,415,200.00	\$ 2,129,500.00	\$ 2,129,500.00	\$ 2,367,933.00	\$ 2,367,933.00
				TOTAL	\$ 2,909,300.00	TOTAL	\$ 4,248,950.00	TOTAL	\$ 4,867,933.00

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Moscow Attn: City Clerk
504 S. Washington Street
Moscow, Idaho 83843

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>3/23/22</u>
<u>2</u>	<u>3/29/22</u>
<u>3</u>	<u>4/6/22</u>
<u>4</u>	<u>4/11/22</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID – BOOSTER STATION REPLACEMENT– PHASE II

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Indian Hills Booster Pump Station	1	LS	\$ 2,119,450. ⁰⁰	\$ 2,119,450. ⁰⁰
2	Ponderosa Booster Pump Station	1	LS	\$ 2,129,500. ⁰⁰	\$ 2,129,500. ⁰⁰
BASE BID TOTAL					\$ 4,248,950. ⁰⁰

BASE BID TOTAL PRICE FOUR MILLION TWO HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED AND FIFTY
(use words) AND 00/100

5.02 Major Equipment Items: Certain items of major equipment to be provided under this Contract are tabulated in the Schedule of Manufacturers and Suppliers of Major Equipment and Material Items. In connection with the tabulation of major items of equipment included in the lump sum base bid, the following shall apply:

- A. The lump sum bid shall include the installed prices from those manufacturers listed by the Owner as "Base Bid."
- B. Bidder may include prices for listed alternate manufacturers or add additional manufacturers with corresponding prices, but only the manufacturers listed by the Owner as "Base Bid" will be considered in determining the low bid. Listing of alternate equipment is optional and will not result in submitting a non-responsible bid if none is entered.
- C. The Owner may select the Base Bid equipment or items of equipment of any alternate manufacturer listed, at Owner's discretion.
- D. After the Date of Agreement and prior to the selection of the major equipment items, the Contractor, if requested by the Engineer, shall provide information in sufficient detail to allow the Owner and the Engineer to determine whether or not the proposed alternate equipment is equivalent to that specified. The selection of any alternate equipment by the Owner does not relieve the Contractor of his/her responsibility to meet the requirements of the Contract Documents and Specifications.
- E. Items of equipment selected by the Owner shall be installed at a contract price equal to the Base Bid lump sum adjusted by the add or deduct shown for the items selected by the Owner if

different from the Base Bid items. The Owner will select major equipment items within thirty (30) days after the date of the Notice to Proceed, provided Contractor has provided sufficient information to Owner/Engineer as noted above.

- F. *The Bidder understands that equipment of a proposed alternate manufacturer must meet or exceed the requirements of the Contract Documents and Specifications, be of equal or better quality, and be of equal function to the base bid equipment.*
- G. The price add/deduct for all items of equipment other than base bid items shall include the preparation and submission to the Owner of complete submittals, including detailed drawings showing all modifications, if any, necessary to accommodate such equipment.
- H. The price add/deduct for all items of equipment other than base bid items shall cover a complete operating installation, including any and all buildings, mechanical and electrical work, controls and accessories necessary to accommodate the selected equipment.
- I. The Bidder further understands that the Engineer will review said detailed Drawings or modifications and either approve them or indicate thereon changes necessary to comply with the project requirements in accordance with Article 6.05 of the General Conditions. Detailed drawings which are not approved will be revised and then resubmitted to the Engineer. The deduct and add amounts listed are "installed" prices and take into consideration and include any cost of the design or construction changes that may be required as a result of using the alternate equipment. Unless listed separately, the amount listed shall apply to the additive items also if they are awarded by the Owner.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in accordance with Article 8 of the Instructions to Bidders;
 - B. Evidence of Authority to Sign;
 - C. Bidder shall include in their Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

- D. Bidder's State of Idaho Public Works Contractor's License No. ;
- E. Contractor's Non-Collusion Affidavit;
- F. Anti-Discrimination Affidavit;
- G. Required forms from IDEQ Idaho Drinking Water State Revolving Fund (DWSRF) Specifications Insert (Section 4).
 - 1. FORM AIS-1 – Bidder's Certification of Compliance with the Current SRF Assistance American Iron and Steel (AIS) Provisions.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Date of Qualification to do business in Idaho is ____/____/____.

A Corporation

Corporation Name: Razz Construction, Inc

State of Incorporation: Washington

Type (General Business, Professional, Service, Limited Liability): General

By: Donald A Rasmussen
(Signature -- attach evidence of authority to sign) - See Attached

Name (typed or printed): Donald A. Rasmussen

Title: President
(CORPORATE SEAL)

Attest Michelle Butin

Date of Qualification to do business in Idaho is 3 / 1 / 10.

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.





Construction Inc

Authority to sign
Pg. 1 of 2

Statement of Appointment- C.E.O. for RAZZ Construction, Inc.

On the date of Incorporation of RAZZ Construction, Inc., Donald A. Rasmussen was elected as Chief Executive Officer for the company. This appointment is detailed in the By-Laws of RAZZ Construction, Inc.

Signed:

A handwritten signature in dark ink, appearing to read "Donald A. Rasmussen", written over a horizontal line.
Donald A. Rasmussen- President

Date: May 19, 2005

4055 Hammer Drive Bellingham, WA 98226-7665
Ph: (360) 752-0011 Fx: (360) 752-0099 Email: donaldrazz@qwest.net

CORPORATE AUTHORIZATION RESOLUTION

Authority to sign
Pg. 2 of 2

Banner Bank

By: Razz Construction Inc
4055 Hammer Dr
Bellingham WA 98226

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Donald Rasmussen, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Washington, Federal Employer I.D. Number 20-2868525, engaged in business under the trade name of Razz Construction Inc, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Donald Rasmussen</u>	X <u>Donald A. Rasmussen</u>	N/A
B. <u>Karen Rasmussen</u>	X <u>Karen A. Rasmussen</u>	N/A
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>N/A</u>	(1) Exercise all of the powers listed in this resolution.	<u>N/A</u>
	(2) Open any deposit or share account(s) in the name of the Corporation.	
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
<u>N/A</u>	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	<u>N/A</u>
<u>N/A</u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	<u>N/A</u>
<u>N/A</u>	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	<u>N/A</u>
<u>A</u>	(7) Other <u>The Corporation designates this single agent as their Customer Administrator with full rights and authorities as described in Banner Bank's Online Cash Management Agreement.</u>	<u>N/A</u>

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____, If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on October 13, 2011 (date).

Donald A. Rasmussen
Attest by One Other Officer

Donald A. Rasmussen
Secretary

Brad Little
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

005083 - UNLIMITED - 1-2
License Number

03/01/2010
Original License Issued

This is to certify that
RAZZ CONSTRUCTION, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 03/31/2023


Licensee Signature


Ron Whitney, Administrator

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 4055 Hammer Drive

Bellingham, WA 98226

Phone No. (360) 752-0011 Fax No. (360) 752-0099

E-mail donr2razzconstruction.com

SUBMITTED on April 12, 2022.

Idaho Public Works Contractor License No. 005083-unlimited-1-2

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**City of Moscow
Booster Station Replacement – Phase II**

Contractor's Non-Collusion Affidavit

State of Washington

) SS

County of Whatcom

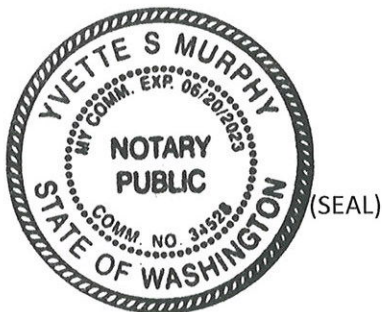
Bid for Donald A. Rasmussen, being first duly sworn, deposes, and says that he is President [sole owner, a partner, president, secretary, etc.] of, Razz Construction, Inc [Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: Donald A. Rasmussen
DONALD A. RASMUSSEN

Title: President

Subscribed and sworn to before me this 12th
day of April, 2022



Notary Public Yvette S. Murphy
State of Washington
My Commission Expires 06/20/2023

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**City of Moscow
Booster Station Replacement – Phase II**

Anti-Discrimination Affidavit

STATE OF Washington

COUNTY OF Whatcom;

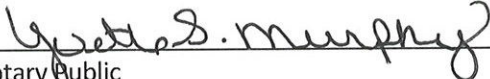
The Bidder hereby covenants, stipulates, and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupational qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.



Contractor's Signature Donald A. Rasmussen - President

Subscribed and sworn to before me this 12 day of April, 2022





Notary Public

State of Washington

Residing at Bellevue, WA.

My Commission Expires 06/20/2023

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BID BOND

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

BIDDER (Name and Address):

Razz Construction, Inc.

4055 Hammer Drive

Bellingham, WA 98226

SURETY (Name and Address of Principal Place of Business):

Old Republic Surety Company

P.O. Box 1635

Milwaukee, WI 53201

OWNER (Name and Address):

City of Moscow

206 E Third Street

Moscow, ID 83843

BID

Bid Due Date: April 12, 2022

Description (Project Name and Include Location): Booster Station Replacement - Phase II

BOND

Bond Number: CSBA-20439

Date (Not earlier than Bid due date):

Penal sum Five Percent of Amount Bid \$ 5%
(Written in Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Signed, Sealed and Dated: April 6, 2022

BIDDER

Razz Construction, Inc.

(Seal)

Bidder's Name and Corporate Seal

By: Donald A. Rasmussen
Signature

Donald A. Rasmussen
Print Name

President
Title

Attest: Michelle Riley
Signature

Contract Administrator
Title

SURETY

Old Republic Surety Company

(Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Daniel Huckabay

Print Name

Attorney-in-Fact

Title

Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On 04/06/2022 before me, Shaunna Rozelle Ostrom, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

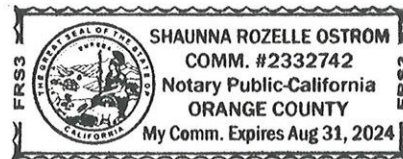
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Shaunna Rozelle Ostrom

(Seal)





OLD REPUBLIC SURETY COMPANY

Bond No. CSBA-20439

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
 Daniel Huckabay, Arturo Ayala, Shaunna Rozelle Ostrom, Frank Morones,
 Michael D. Stong, Ben Stong of Orange, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13th day of May, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
 Assistant Secretary



Alan Pavlic
 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 13th day of May, 2020, personally came before me, Alan Pavlic
 and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
 Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 7242

Signed and sealed at the City of Brookfield, WI this 6th day of April, 2022.

Karen J. Haffner
 Assistant Secretary

ORSC 22262 (3-06)

CSBA

City of Moscow
Booster Station Replacement – Phase II

Naming of Subcontractors Form

Per Idaho Code, §67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address

Classification

License Number

RAZZ CONSTRUCTION
4055 HAMMER DR.
BELLINGHAM, WA. 98226

Plumbing 005083-UNLIMITED-1-2

AIR TECH MECHANICAL CO.
7820 FRANKLIN ST.
COEUR D'ALENE, ID 83814

HVAC 12273-A-4

KME SPECIALTIES LLC
PO Box 99
TROY, ID 83871

Electrical 030727-CC-1-3-4

NOTES TO USER

1. This form must be included for all bids.

**City of Moscow
Booster Station Replacement – Phase II**

Naming of Subcontractors Form

Per Idaho Code, §67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
	Plumbing	
	HVAC	
	Electrical	

NOTES TO USER

1. This form must be included for all bids.

2010 ISPWC 00440 - 1

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2010 ISPWC 00440 - 2

\\CDAFILES\Public\Projects\JUB\21-18-022 - Moscow Booster Phase III\21-18-022 - Doc\Bid Documents\Vol_I_Front End\11_ISPWC-00440 Naming of Subcontractors Form.doc

To be submitted as part of the sealed bid; Recipient forwards a copy to DEQ

FORM AIS-1
Bidder's Certification of Compliance
With the Current SRF Assistance American Iron and Steel (AIS) Provisions

(To be submitted as part of the sealed bid)

Bidder's Statement of Certification

The Bidder acknowledges to and for the benefit of the ("Owner") for the ("Project") that the Bidder understands the project is being funded in part with SRF Assistance. "AIS" requirements specify that all iron and steel products used in the project shall be produced in the United States. Consistent with the terms of the Owner's bid solicitation and the provisions of SRF Assistance, the Bidder hereby represents and warrants to and for the benefit of the Owner that:

1. The Bidder has reviewed and understands the AIS requirements.
2. The Bidder certifies that the iron and steel goods used in the project will be produced in the United States in a manner that complies with the AIS requirements unless a waiver of the requirements is requested by the Owner and approved by the EPA.
3. The Bidder agrees to provide to the Owner reasonable, sufficient, and timely information, certification, or verification of the United States production of each component contained in Attachment 6 as a prior condition for approval of - and reimbursement for - materials received.
4. The undersigned hereby acknowledges that the iron and steel products utilized in this project will meet the current SRF Assistance AIS requirements, and that all required Manufacturer/Supplier Certification Statements or waivers from EPA will be obtained to document compliance with the AIS requirements.

Bidder Signature:

Donald A. Rasmussen
DONALD A. RASMUSSEN

Date:

4/12/22

Title

President

Organization

Razz Construction, Inc.

To Be Submitted Prior to Authorization to Award; Recipient forwards a copy to DEQ

ATTACHMENT A

SWORN STATEMENT OF COMPLIANCE WITH DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REQUIREMENTS

To be eligible for award of this contract, each successful bidder must execute, and submit, as part of their proposal, and together with their bid, the following certification relating to DBE participation. The certification below shall be deemed a part of the resulting contract.

The bidder has taken the following "Good Faith Efforts" in awarding subcontracts:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, SBA and the Minority Business Development Agency of the Department of Commerce, as appropriate.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

Donald A. Rasmussen
Signature

4/12/22
Date

Name and title of Signer Donald A. Rasmussen - President

Email Address don@drizzconstruction.com

** see Attached Razz
Supplier List*

Booster Station Replacement - Phase II

RAZZ CONSTRUCTION

SUPPLIERS LIST

BSRII

Start date:

ending Award date:

Contract No.

			Subcontractors						
			SURVEYING						
SUB-05		01340	Surveyor	Sawtooth Land Survey, LLC	560 W. Canfield Ave., Ste 200	Coeur d'Alene	ID	83815	208-572-7028
		01340	Surveyors	Silver Valley Engineering	46270 Golconda Rd	Wallace	ID	83873	(208) 753-3812
				Garcia Land Surveying LLC-DBE					
				O'Bunco Engineering Inc-DBE					
				Nemec Engineering LLC- DBE					
			QUALITY CONTROL	ALLWEST TESTING	MERIDIAN		ID		208-895-7898
		02000	Division 2 - Site Construction						
		02055	Soil Materials						
		02060	Aggregate Materials						
				North Idaho Crushing					(208) 882-3573
				Atlas Sand & Rock					(509) 332-7004
		02110	Site Clearing						
		02300	Driveways						
		02311	Rough Grading						
		02315	Excavation						
		02320	Backfilling and Compacting for Structures						
		02324	Backfill and Compacting for Utilities						
		02677	Disinfection and Iron Bacteria Prevention						

	02830	Chain Link Fencing					
			Burly Products				(208) 262-9531
			Idaho Fence				(208) 687-2296
			Boise River Fence Inc.- DBE				
			Eagle Rock Blasting-DBE				
			All Rail Construction LLC-DBE				
	02890	Underground Irrigation System					
	02891	Planting					
			LC Landscape and Irrig.				(509) 758-5296
			Aqua Lawn				(509) 334-1745
			K&K Construction Supply- DBE				
	03000	Division 3 - Concrete					
	03100	Concrete Forms and Accessories					
	03200	Concrete Reinforcement					
			Harris Rebar (supply/install)	Boise	ID		509-547-2471
							509-220-3404
			Western Rebar (supply only)				509-487-2250
			Farwest				509-866-7999
			Tri-states	Auburn	WA		509-922-5901
			Western Coatings				253-735-1070
	03300	Cast-In-Place Concrete					
			Premix, Inc				509-872-2200
			Atlas Sand & Rock				509-332-7004
	03346	Concrete Floor Finishing					
	03390	Concrete Curing					
	03600	Non Shrink Grout					
	03930	Concrete Rehabilitation					

		04000	Division 4 - Masonry					
		04010	Maintenance of Masonry					
		04100	Mortar and Grout					
		04200	Reinforced Unit Masonry					
		04270	Glass Unit Masonry					
				Great Northern Masonry, Inc.				(509) 484-6877
				Spilker Masonry				(509) 489-7311
				R&R Masonry, Inc.				(509) 981-3874
		05000	Metals					
		05500	Metal Fabrications					
		06000	Division 6 - Wood and Plastics					
		06100	Rough Carpentry					
		06160	Wood Sheathing					
		06175	Shop Fabricated Wood Trusses					
		07000	Division 7 - Thermal and Moisture Protection					
		07141	Cold Fluid-Applied Water proofing & Drainage Mat System					
		07191	Vertical Water Repellants					
		07210	Building Insulation					
		07214	Foamed-In-Place Masonry Wall Insulation					
		07275	Weather Barrier					
		07400	Metal Roof and Soffit Panels					
		07411	Metal Wall Panels					
		07461	Composite Trim					
		07620	Sheet Metal Flashing and Trim					
				ICON Roofing		Spokane	WA	805-458-0316
				Flynn BEC LP		Spokane	WA	509-455-4043

		07720	Snow Retention System						
		07920	Joint Sealants						
		08000	Division 8 - Doors and Windows						
		08110	Metal Doors and Frames						
		08710	Door Hardware						
		09000	Division 9 - Finishes						
		09900	High Performance Coatings						
		09910	Arhitectural Paints and Coatings						
				Extreme Coatings, Inc.					509-545-0570
				Moutain Dove Construction- DBE					
				Gary Hansen Painting Inc-DBE					
		10000	Division 10 - Specialties						
		10520	Fire Protection						
				AIR TECH	7820 FRANKLIN STREET	COEUR D'ALENE	ID	83814	208-772-6096
		11000	Division 11 - Equipement						
		11000	General Requirments for Equipement						
		11103	Vertical Multistage Pump						
		11111	Horizontal End Suction Pump						
				R.C. Worst & Co.					208-664-2133
		15000	Division 15 - Mechanical						
		15060	Pipe and Pipe Fittings						
		15100	Valves						
				Core and Main					509-893-1055
				HD Fowler					208-772-9060
				Contech					509-496-7424
		16000	Division 16 Electrical						
				Strom Electric					208-835-2331
				BCL Electric		Moscow	ID		208-882-0136
				Gropp Heating and Electric LLC		Moscow	ID		208-882-7672
				Appollo Electric		Spokane	WA		509-467-8430
				Merit Electric		Spokane	WA		509-535-3930

				Power City Electric		Spokane	WA		509-535-4665
				Tork Electrical -DBE					<u>(208) 290-2793</u>
				Pacific Source Electrical-DBE					
				Thorco Inc-DBE					
				Fuse Electric-DBE					



RAZZ CONSTRUCTION, INC.

Unique Entity ID NLGCVMENKT35	CAGE / NCAGE 5A7N0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 25, 2022	
Physical Address 4055 Hammer DR Bellingham, Washington 98226-7665 United States	Mailing Address 4055 Hammer Drive Bellingham, Washington 98226-7665 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 02	State / Country of Incorporation Washington / United States	URL www.razzconstruction.com

Registration Dates

Activation Date Oct 27, 2021	Submission Date Oct 25, 2021	Initial Registration Date Jan 2, 2009
--	--	---

Entity Dates

Entity Start Date May 19, 2005	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5A7N0

Points of Contact**Electronic Business**

✎
Janessa Murphy, Contract Admin.

4055 Hammer Drive
Bellingham, Washington 98226
United States

Government Business

✎
Janessa Murphy, Contract Admin.

4055 Hammer Drive
Bellingham, Washington 98226
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$10,000,000.00
Construction Per Contract	\$6,000,000.00

States
Idaho
Montana
Washington

Counties
(blank)

Metropolitan Statistical Areas
(blank)



MCCLURE AND SONS INC.

Unique Entity ID Y66MVNWCY127	CAGE / NCAGE 0T054	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 4, 2023	
Physical Address 15714 Country Club DR Mill Creek, Washington 98012-1737 United States	Mailing Address 15714 Country Club Drive Mill Creek, Washington 98012-1279 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 01	State / Country of Incorporation Washington / United States	URL (blank)

Registration Dates

Activation Date Jan 6, 2022	Submission Date Jan 4, 2022	Initial Registration Date Dec 28, 2001
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jun 15, 1990	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 0T054

Points of Contact

Electronic Business

 LES McClure	15714 Country Club Drive Mill Creek, Washington 98012 United States
JUDY McClure	15714 Country Club Dirve Mill Creek, Washington 98012 United States

Government Business

 LES McClure	15714 Country Club Drive Mill Creek, Washington 98012 United States
Les McClure	15714 Country Club Drive Mill Creek, Washington 98012 United States

Past Performance

 LES McClure	15714 Country Club Drive Mill Creek, Washington 98012 United States
Judy McClure	15714 Country Club Drive Mill Creek, Washington 98012 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237110	Water And Sewer Line And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction
	238120	Structural Steel And Precast Concrete Contractors

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$100,000,000.00
Construction Per Contract	\$40,000,000.00

States Oregon Washington	Counties (blank)	Metropolitan Statistical Areas (blank)
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COMMITTEE STAFF REPORT

DATE: Monday, April 25, 2022



RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Sixth Street Crossing Over Paradise Creek - Bid Results (ACTION ITEM) - Scott Bontrager

DESCRIPTION

The Sixth Street Crossing Over Paradise Creek project includes the demolition and removal of the existing culvert system, relocation of the water mains, and the construction of a new 24ft single-span multi-modal bridge that includes sidewalks, bike lanes, and will be elevated to reduce future flooding in the area. The City published an advertisement for bids on February 26, 2022 and the Engineer's Estimate for construction is \$1,189,538.50.

Bid opening for the project took place on April 15, 2022, at which one (1) bid was received. The responsive bid received was submitted by Razz Construction with a bid of \$1,997,216.00. A bid analysis is included in the Committee packet.

STAFF RECOMMENDATION

Accept the low bid from Razz Construction, Inc., award the contract for \$1,997,216.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the low bid from Razz Construction, Inc., award the contract for \$1,997,216.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

Funds for the Sixth Street Crossing Over Paradise Creek project would be expended from the Water Improvements 320-220-770-73 and the Streets Roadway Improvement Program 350-150-770-83. Expenditure of \$1,997,216.00 plus an additional 10% allocated for possible change orders to fund contract with Razz Construction, Inc. for the construction of the project.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. Sixth Street Crossing Over Paradise Creek_ConstructionAgreement-Draft
2. Sixth Street Crossing Over Paradise Creek - Bid Review

**CONSTRUCTION AGREEMENT
FOR SIXTH STREET CROSSING OVER PARADISE CREEK
BETWEEN CITY OF MOSCOW, IDAHO
AND RAZZ CONSTRUCTION**

THIS CONSTRUCTION AGREEMENT FOR **SIXTH STREET CROSSING OVER PARADISE CREEK** BETWEEN CITY OF MOSCOW, IDAHO, AND RAZZ CONSTRUCTION INC(hereinafter "Agreement"), dated this _____ day of _____, 2021, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and **Razz Construction Inc 4055 Hammer Dr. Bellingham, WA 98226** (hereinafter "CONTRACTOR"):

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Drawings, Specifications and Proposal, Attachment 'A' for: **Sixth Street Bridge Over Paradise Creek**, consisting of **30 Pages**;
2. Bid Proposal of CONTRACTOR, dated April 15, 2022, see Attachment 'B', consisting of 512 Pages ;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of 97 Pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

Sixth Street Crossing Over Paradise Creek

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than May 16, 2022 and be substantially completed by October 21, 2022. Final Completion of all work shall be accomplished within fifteen (15) calendar days after receiving Substantial Completion, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY **Two Thousand Five Hundred Dollars (\$2,500)** for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **Two Thousand Five Hundred Dollars (\$2,500)** of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of **One Million Nine Hundred Ninety-Seven Thousand Two Hundred Sixteen (\$1,997,216.00)**, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of **One Million Nine Hundred Ninety-Seven Thousand Two Hundred Sixteen (\$1,997,216.00)**, unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

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

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

ARTICLE 11. EMPLOYMENT DISCRIMINATION

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

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

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

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

ARTICLE 14. SPECIAL WARRANTY

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

ARTICLE 15. COMMUNICATIONS

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

CONTRACTOR:

[Razz Construction Inc](#)
Click or tap here to enter text.
[4055 Hammer Dr](#)
[Bellingham, WA 98226](#)

CITY:

[City of Moscow](#)
[Engineering](#)
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

ARTICLE 16. NON-APPROPRIATIONS

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

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

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

**ARTICLE 18.
EXECUTION**

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

CONTRACTOR:

Razz Construction

CITY:

City of Moscow, Idaho

By: Click or tap here to enter text.

Art Bettege, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Click or tap here to enter text., known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Razz Construction Inc

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

Attachment A

DRAFT

Attachment B

DRAFT

Attachment C

DRAFT

April 21, 2022

Scott Bontrager
City of Moscow, Idaho
206 E Third Street
Moscow, ID 83843

RE: SIXTH STREET CROSSING OVER PARADISE CREEK – BID REVIEW

Dear Scott:

On April 15, 2022, the City of Moscow received one bid for the Sixth Street Crossing Over Paradise Creek project. The apparent low bid was submitted by Razz Construction, Inc. with a total Bid price of \$1,997,216.00. For comparison, the Engineer's Opinion of Probable Cost for the project is \$1,189,538.50 with contingency. A summary of the bids is included below:

Bidder	Base Bid Total
Razz Construction, Inc.	\$1,997,216.00

We focused our review on the base bid cost and the contents of the bid packets to ensure that the required information was present. The required information was outlined in the Advertisement to Bid, Bidder's Checklists, Instructions to Bidders, and Bid Form, which were all provided in Volume I of the Contract Documents. We have reviewed the bids to determine general compliance with the administrative requirements of the bidding phase (i.e., whether each bid received was responsive) based on the following:

- Bid received on time in a properly sealed envelope.
- Addenda properly acknowledged.
- Bid Form was completed in general conformance with the Instructions to Bidders.
- Bid Security signed and included.
- Bidder's Idaho Contractor License number included.
- Bid signed.
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC are listed).
- Non-Collusion, and Anti-Discrimination completed.

Our review did not include the following:

- Verification of the Bidder's business legal status,

- The signatory's authority to sign, and
- Other possible legal reasons for considering the bids unresponsive.

The bid documents for the lowest bid, from Razz Construction, Inc., appear to be complete and responsive.

J-U-B verified the status of the Idaho Public Works license for Razz Construction, Inc. We reviewed the license status on the Idaho Division of Building Safety (DBS) Public Works Contractor License Search (eTRAKiT) website on April 21, 2022 for all listed contractors and subcontractors.

We additionally looked up the bidder on the System for Award Management (SAM) website and confirmed they are Active and they have no active exclusions. The registration summary from the SAM website is attached.

Based on this evaluation, it is our opinion that Razz Construction, Inc. is the lowest responsive bidder, and we recommend that they be considered for award of the contract. Based on our review of the contract documents, and upon completion of further review and concurrence by City legal staff and funding agency, we recommend the City consider awarding the project to Razz Construction, Inc. for a total contract price of One Million Nine Hundred Ninety-Seven Thousand Two Hundred Sixteen Dollars (\$1,997,216.00). A copy of the bid from Razz Construction, Inc. and the Bid Evaluation are enclosed for reference.

Please conduct any additional review deemed necessary and provide your authorization of Award and we will move forward with the preparation of the Notice of Award and Contract Documents for Razz Construction, Inc.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 746-9010.

Sincerely,



David Watkins, P.E.
Area Manager
J-U-B ENGINEERS, Inc.

Enclosures:

- Bid Analysis (1 page)
- Razz Bid (30 pages)
- Razz SAM Printout (2 pages)

PROJECT: 6TH STREET BRIDGE OVER PARADISE CREEK							DATE: 18-Apr-22		
CLIENT: CITY OF MOSCOW							PREPARED BY: J-U-B ENGINEERS INC.		
KEY #: N/A							PROJECT #: 21-20-010		
BID ITEM #	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PS&E ENGINEERS ESTIMATE		BID AMOUNT - RAZZ CONSTRUCTION		BID MINUS ESTIMATE
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	
ROADWAY ITEMS									
1	201.4.1.A.1	CLEARING AND GRUBBING	0.14	AC	\$ 15,000.00	\$ 2,100.00	\$ 60,000.00	\$ 8,400.00	\$ 6,300.00
2	201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
3	201.4.1.D.1	REMOVAL OF BITUMINOUS SURFACE	715	SY	\$ 4.50	\$ 3,217.50	\$ 10.00	\$ 7,150.00	\$ 3,932.50
4	202.4.1.A.1	EXCAVATION	558	CY	\$ 22.00	\$ 12,276.00	\$ 30.00	\$ 16,740.00	\$ 4,464.00
5	202.4.5.A.1	UNSUITABLE MATERIAL EXCAVATION	100	CY	\$ 45.00	\$ 4,500.00	\$ 100.00	\$ 10,000.00	\$ 5,500.00
6	202.4.8.A.1	DUST ABATEMENT WATER	100	MG	\$ 50.00	\$ 5,000.00	\$ 115.00	\$ 11,500.00	\$ 6,500.00
7	206.4.1.A.1	SEEDBED PREPARATION	0.05	AC	\$ 3,800.00	\$ 190.00	\$ 53,000.00	\$ 2,650.00	\$ 2,460.00
8	206.4.1.B.1	SEEDING	0.05	AC	\$ 1,800.00	\$ 90.00	\$ 22,300.00	\$ 1,115.00	\$ 1,025.00
9	206.4.1.C.1	MULCHING	0.05	AC	\$ 5,000.00	\$ 250.00	\$ 22,300.00	\$ 1,115.00	\$ 865.00
10	206.4.1.H.3	LOOSE RIPRAP	220	CY	\$ 150.00	\$ 33,000.00	\$ 79.00	\$ 17,380.00	\$ (15,620.00)
11	601.4.1.A.5	12" STORM DRAIN PIPE, CLASS C-900 PVC	157	LF	\$ 75.00	\$ 11,775.00	\$ 133.00	\$ 20,881.00	\$ 9,106.00
12	602.4.1.A.1	STORM DRAIN MANHOLE - TYPE A	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 4,800.00	\$ 9,600.00	\$ 2,600.00
13	602.4.1.F.1	CATCH BASIN - TYPE I	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00	\$ (400.00)
14	706.4.1.A.3	6 INCH VERTICAL CURB (NO GUTTER), TYPE "A"	143	LF	\$ 40.00	\$ 5,720.00	\$ 72.00	\$ 10,296.00	\$ 4,576.00
15	706.4.1.A.5	STANDARD 6 INCH VERTICAL CURB AND GUTTER	314	LF	\$ 42.00	\$ 13,188.00	\$ 78.00	\$ 24,492.00	\$ 11,304.00
16	706.4.1.E.1	CONCRETE SIDEWALKS, THICKNESS 5"	287	SY	\$ 75.00	\$ 21,525.00	\$ 101.00	\$ 28,987.00	\$ 7,462.00
17	706.4.1.F.1	CONCRETE DRIVEWAY APPROACH (6" THICK)	25	SY	\$ 85.00	\$ 2,125.00	\$ 200.00	\$ 5,000.00	\$ 2,875.00
18	802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I	436	TON	\$ 45.00	\$ 19,620.00	\$ 37.00	\$ 16,132.00	\$ (3,488.00)
19	802.4.1.B.2	CRUSHED AGGREGATE FOR BASE TYPE II	580	TON	\$ 35.00	\$ 20,300.00	\$ 31.00	\$ 17,980.00	\$ (2,320.00)
20	806.4.1.B.1	DILUTED EMULSIFIED ASPHALT FOR TACK COAT	30	GAL	\$ 50.00	\$ 1,500.00	\$ 19.00	\$ 570.00	\$ (930.00)
21	810.4.1.A.1	PLANT MIX PAVEMENT	225	TON	\$ 130.00	\$ 29,250.00	\$ 205.00	\$ 46,125.00	\$ 16,875.00
22	1001.4.2.B.1	STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00	\$ (2,000.00)
23	1003.4.1.A.1	STRAW BALES	100	LF	\$ 3.25	\$ 325.00	\$ 10.00	\$ 1,000.00	\$ 675.00
24	1003.4.1.C.1	SILT FENCE	250	LF	\$ 10.00	\$ 2,500.00	\$ 7.00	\$ 1,750.00	\$ (750.00)
25	1103.4.1.B.1	TRAFFIC CONTROL SIGNS, CLASS B	262	SF	\$ 20.00	\$ 5,240.00	\$ 30.00	\$ 7,860.00	\$ 2,620.00
26	1103.4.1.C.1	TRAFFIC CONTROL BARRICADES, TYPE III	4	EA	\$ 450.00	\$ 1,800.00	\$ 250.00	\$ 1,000.00	\$ (800.00)
27	1103.4.1.J.1	TRAFFIC CONTROL MAINTENANCE	120	MNHR	\$ 50.00	\$ 6,000.00	\$ 72.00	\$ 8,640.00	\$ 2,640.00
28	2050.4.1.B.1	RIPRAP/EROSION CONTROL GEOTEXTILE	192	SY	\$ 7.50	\$ 1,440.00	\$ 6.00	\$ 1,152.00	\$ (288.00)
29	2050.4.1.C.1	SUBGRADE SEPARATION GEOTEXTILE	1397	SY	\$ 4.00	\$ 5,588.00	\$ 3.00	\$ 4,191.00	\$ (1,397.00)
30	SP-3001	CONTRACTOR FURNISHED CONSTRUCTION SURVEYING AND STAKING	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00
SUBTOTAL ROADWAY ITEMS						\$ 253,519.50	\$ 322,306.00		\$ 68,786.50
WATERLINE ITEMS									
31	201.4.1.E.1	REMOVAL OF EXISTING WATER MAIN - SIZE 8"	384	LF	\$ 25.00	\$ 9,600.00	\$ 35.00	\$ 13,440.00	\$ 3,840.00
32	201.4.1.E.3	REMOVAL OF EXISTING WATER MAIN - SIZE 24"	163	LF	\$ 60.00	\$ 9,780.00	\$ 63.00	\$ 10,269.00	\$ 489.00
33	201.4.1.F.3	REMOVAL OF EXISTING HYDRANT	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 1,200.00	\$ 3,600.00	\$ (3,900.00)
34	307.4.1.A.7	MISC. SURFACE RESTORATION (NATURAL GROUND)	443	LF	\$ 8.00	\$ 3,544.00	\$ 7.00	\$ 3,101.00	\$ (443.00)
35	308.4.1.C.1	STEEL CASING SLEEVE - SIZE 18" (0.375" THICK)	20	LF	\$ 150.00	\$ 3,000.00	\$ 300.00	\$ 6,000.00	\$ 3,000.00
36	308.4.1.C.3	STEEL CASING SLEEVE - SIZE 36" (0.375" THICK)	40	LF	\$ 250.00	\$ 10,000.00	\$ 500.00	\$ 20,000.00	\$ 10,000.00
37	401.4.1.A.1	WATER MAIN PIPE - SIZE 10" - TYPE C900, CLASS 235 PVC (DR18)	384	LF	\$ 60.00	\$ 23,040.00	\$ 230.00	\$ 88,320.00	\$ 65,280.00
38	401.4.1.A.3	WATER MAIN PIPE - SIZE 24" - TYPE C900, CLASS 235 PVC (DR18)	179	LF	\$ 185.00	\$ 33,115.00	\$ 580.00	\$ 103,820.00	\$ 70,705.00
39	401.4.1.C.1	CONNECT TO EXISTING WATER MAIN	4	EA	\$ 1,600.00	\$ 6,400.00	\$ 4,700.00	\$ 18,800.00	\$ 12,400.00
40	402.4.1.A.1	GATE VALVE - SIZE 10"	3	EA	\$ 4,500.00	\$ 13,500.00	\$ 3,600.00	\$ 10,800.00	\$ (2,700.00)
41	403.4.1.A.1	HYDRANT	2	EA	\$ 6,200.00	\$ 12,400.00	\$ 12,000.00	\$ 24,000.00	\$ 11,600.00
42	SP-3004	AIR RELEASE VALVE ASSEMBLY	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 6,100.00	\$ 18,300.00	\$ 7,800.00
SUBTOTAL WATERLINE ITEMS						\$ 142,379.00	\$ 320,450.00		\$ 178,071.00
BRIDGE ITEMS									
43	201.4.1.F.1	REMOVAL OF CULVERTS	3	EA	\$ 8,000.00	\$ 24,000.00	\$ 500.00	\$ 1,500.00	\$ (22,500.00)
44	202.4.6.A.1	BORROW	150	CY	\$ 28.00	\$ 4,200.00	\$ 55.00	\$ 8,250.00	\$ 4,050.00
45	204.4.1.A.1	STRUCTURAL EXCAVATION SCHEDULE 1	400	CY	\$ 25.00	\$ 10,000.00	\$ 110.00	\$ 44,000.00	\$ 34,000.00
46	204.4.3.A.1	COMPACTING BACKFILL	350	CY	\$ 50.00	\$ 17,500.00	\$ 26.00	\$ 9,100.00	\$ (8,400.00)
47	205.4.1.B.1	DEWATERING	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -
48	702.4.2.A.1	REINFORCING STEEL	42480	LB	\$ 1.75	\$ 74,340.00	\$ 3.25	\$ 138,060.00	\$ 63,720.00
49	703.4.1.A.1	CONCRETE (CAST-IN-PLACE) - CLASS 4000A	83	CY	\$ 900.00	\$ 74,700.00	\$ 800.00	\$ 66,400.00	\$ (8,300.00)
50	704.4.1.A.3	BRIDGE - 24' SPAN X 11' RISE	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 467,500.00	\$ 467,500.00	\$ 217,500.00
51	SP-3002	HELICAL PULLDOWN MICROPILE (HPM)	79	EA	\$ 2,100.00	\$ 165,900.00	\$ 4,350.00	\$ 343,650.00	\$ 177,750.00
52	SP-3003	PEDESTRIAN/BICYCLE AND TRAFFIC RAILING	135	LF	\$ 200.00	\$ 27,000.00	\$ 200.00	\$ 27,000.00	\$ -
SUBTOTAL BRIDGE ITEMS						\$ 697,640.00	\$ 1,155,460.00		\$ 457,820.00
53	2010.4.1.A.1	MOBILIZATION	1	LS	\$ -	\$ 96,000.00	\$ 199,000.00	\$ 199,000.00	\$ 103,000.00
Total:						\$ 1,189,538.50	\$ 1,997,216.00		\$ 807,677.50

>\$10K DIFFERENCE TOTAL = \$ 794,134.00
NEGATIVE DIFFERENCE TOTAL = \$ (74,236.00)

**City of Moscow, Idaho
Latah County
Sixth Street Crossing Over Paradise Creek**

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Moscow Attn: Deputy City Clerk
504 South Washington Street
Moscow, Idaho 83843

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>3/14/22</u>
<u>2</u>	<u>3/16/22</u>
<u>3</u>	<u>3/21/22</u>
<u>4</u>	<u>4/04/22</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

ADDENDUM No. 1

City of Moscow, ID, Sixth Street Crossing over Paradise Creek

March 14, 2022

Addendum No. 1 to the **Sixth Street Crossing over Paradise Creek** Bidding Documents prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and Submittal.

The following clarifications, corrections, or changes are hereby made as fully and completely as if the same were entirely set forth in the Bidding Documents and shall become an integral part of the contract entered into between Owner and Contractor for this project.

Questions

- Specification SP-3002 1.4A.4 and 5 reference DFI's guide to a micropile specification and the PTI. This project has helical piles detailed on the plan sheets and neither of these guides are applicable for helical piles as the DFI micropile specification guide was written for micropile specifications. Helical piles are not micropiles and there is a clear difference between the two foundation elements. The Post Tensioning Institute (PTI) guide was written for post-tensioned anchors such as tiebacks but also applies to micropiles but does not apply to helical piles especially when determining a skin friction. Both references were written for an anchor or pile that is drilled into the ground not twisted. A tieback or micropile is drilled down while all the of spoils are moved typically using air. Helical piles mix the grout in place with existing materials which results in a significantly reduced grout strength which will have a huge impact on the pile skin friction. Please update reference code materials or specify micropiles instead of helical piles.
 - References to DFI and PTI can be deleted.
- Is it acceptable to use micropiles in lieu of helical piles on this project?
 - Yes, although an alternate design would have to be stamped by an Idaho Licensed Engineer and submitted to the City/JUB for review and approval.
- Are the pile loads in compression or tension?
 - Piles will remain in compression.
- Plan Sheet S-102 details a maximum applied axial load of 72.1 kips. Is this the actual load that each pile should be designed for? Is this an LRFD or ASD load?
 - 72.1 kips is the demand. The required nominal strength is 150 kips per pile.
- What is the allowable deflection at design load? Typically, in the micropile industry this is limited to 0.5 inches at design load.
 - Use the design load as the nominal load, i.e. max 0.5-inch vertical deflection due to nominal load of 150 kips per pile.
- Please confirm there are no lateral loads in the piles.
 - There are lateral loads; however, once the culvert structure is in place, some of the loads will transmit through the top slab of the culvert into the fill material on the other side of the creek. The lateral load will be resisted by the battered piles. Lateral loads are relatively small.
- Is it allowable to perform the performance axial load test in tension as it is more conservative due to Poisson's ratio?
 - The compression load test is specified to replicate the load conditions that will be applied to the piles in service. Depending on the installation conditions, tension load testing may not accurately represent the performance of the HPMs.

- Does the helical pile design account for a steel section loss of 1/16" per International Building Code recommendation?
 - HPM components that are not completely encased in grout, are to have galvanized coating to protect against corrosion.
- Who is responsible for the design of the helical piles or micropiles?
 - The HPM design is included in the geotechnical deliverable. Any alternative designs would be provided by the Contractor.
- Who is responsible for piles which fail performance or proof tests?
 - The Contractor is responsible for failed piles.
- Is there any proof testing required for this project? Performance testing is used to verify the ultimate skin friction can be obtained and verified. Proof tests are used to ensure construction installation is consistent.
 - No proof tests are required. The specification requires 1 performance test in compression on a production HPM.
- Can the performance test be performed on a production pile or is it sacrificial?
 - If the performance test passes, the tested HPM can be used in production
- If it fails who is responsible for replacing this pile? Typically, it would be shown as sacrificial pile since it is to verify soil skin friction which is assumed and if it fails then it isn't in the location of a production pile.
 - The Contractor is responsible for a failed pile. The Contractor may elect to install a sacrificial pile if it suits their means and methods.
- Is the stream going to be running between the footings during installation?
 - Yes.
- Helical piles which use grout to flush spoils to surface typically results in grout coming back to the surface to verify the spoils are being cleared which in turn results in grout being all over the jobsite and a high probability of grout entering the body of water versus micropiles which can use multiple drilling fluids to evacuate and control the drill cuttings especially in sensitive environmental conditions. Is it allowable to have grout enter the body of water?
 - No, the Contractor is responsible for controlling their operation and not deposit grout or any other material in the creek.

NOTICE is hereby given that this Addendum must be signed and enclosed with a sealed bid for the Moscow Booster Station Replacements – Phase II, as evidence that the Bidder has familiarized himself/herself with all changes incorporated herein.

NAME OF BIDDER: Razz Construction Inc.

By: Donald A. Rasmussen 3/22/22
 Signature Date

Donald A. Rasmussen President
 Name Title

Submitted by:

Chris Pettigrew Digitally signed by
 Christopher Pettigrew
 Date: 2022.03.14
 09:23:36-06'00'

J-U-B ENGINEERS, Inc.

Christopher Pettigrew, P.E.

ADDENDUM No. 2

City of Moscow, ID, Sixth Street Crossing over Paradise Creek

March 16, 2022

Addendum No. 2 to the **Sixth Street Crossing over Paradise Creek** Bidding Documents prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and Submittal.

The following clarifications, corrections, or changes are hereby made as fully and completely as if the same were entirely set forth in the Bidding Documents and shall become an integral part of the contract entered into between Owner and Contractor for this project.

Bid and Contract Documents

Section 6 – Prevailing Wage (Davis Bacon Determination)

- Clarification: The HEAVY Davis-Bacon Wage Determination was updated on March 10, 2022.
- Correction: Replace existing Section 6 with attached Section 6 that includes the updated Determination.

Section 7 – City of Moscow Federally Funded Projects Davis Bacon Labor Standards

- Clarification: The HEAVY Davis-Bacon Wage Determination was updated on March 10, 2022.
- Correction: Replace existing Section 7 with attached Section 7 that includes the updated Determination.

Pre-Bid Meeting

The pre-bid meeting was held at 2:00pm on March 15, and the meeting minutes and sign-in sheet are attached to this addendum. The following questions were asked prior to the meeting or in the meeting and the answers are provided in red.

- The 24" jack and bore casing is really close to the R/W line, and the sending/receiving pits will go beyond the R/W line. Is this the design intent and how will this be handled during construction?
 - The Contractor is responsible for negotiating equipment access and/or staging areas with the landowner for the installation of the casing and waterline. The contract documents assume an open cut; however, the Contractor may use jack and bore if approved by the City and Engineer.
- How much water will be in Paradise Creek during construction?
 - Historical USGS gauge data of Paradise Creek near the University of Idaho shows mean monthly flows from 1978 to 2021 ranging from 22 cfs in March to 0.73 cfs in September. Actual flows may vary.

NOTICE is hereby given that this Addendum must be signed and enclosed with a sealed bid for the Moscow Booster Station Replacements – Phase II, as evidence that the Bidder has familiarized himself/herself with all changes incorporated herein.

NAME OF BIDDER: Razz Construction, Inc.

By: Donald A. Rasmussen
Signature

3/17/22
Date

Donald A. Rasmussen
Name

President
Title

Submitted by:

Chris Pettigrew
Digitally signed by
Christopher Pettigrew
Date: 2022.03.16
14:58:48-06'00'

J-U-B ENGINEERS, Inc.

Christopher Pettigrew, P.E.

ADDENDUM No. 3

City of Moscow, ID, Sixth Street Crossing over Paradise Creek

March 21, 2022

Addendum No. 3 to the **Sixth Street Crossing over Paradise Creek** Bidding Documents prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and Submittal.

The following clarifications, corrections, or changes are hereby made as fully and completely as if the same were entirely set forth in the Bidding Documents and shall become an integral part of the contract entered into between Owner and Contractor for this project.

Bid and Contract Documents

Invitation To Bid

- Clarification: The bid date is being extended two weeks to provide time for CIP design.
- Correction: Replace existing bid date *"Tuesday, March 22, 2022"* with the following:
 - *"Tuesday, April 5, 2022"*

Agreement

- Clarification: The substantial completion date is being extended to allow for longer lead times on materials.
- Correction: Replace existing substantial completion date *"August 26, 2022"* with the following:
 - *"October 21, 2022"*

Pre-Bid Meeting

The pre-bid meeting was held at 2:00 pm on March 15, 2022, and the meeting minutes and sign-in sheet were not included in Addendum 02; they are included in this addendum.

Questions

- This is an aggressive design/approval/fabrication/delivery/construction for the precast industry in general, as such is the project construction completion schedule flexible? Could it extend 60 days minimum?
 - The substantial completion date is extended with this addendum.
- The skewed portions of the structure are severe and will require either the structure lengthen to allow for squared ends or the skew portions will require a CIP design. If the structure cannot be extended, could the bid date extend in order for a CIP design of the skewed segments to be provided to the bidders?
 - The structure cannot be lengthened, and the bid date is extended with this addendum.
- Are CIP headwalls an option in addition to the CIP skew pieces for uniformity purposes?
 - CIP headwalls are an option. Shop drawings and calculations for CIP elements will need to be submitted for review by the City and Engineer prior to construction.

NOTICE is hereby given that this Addendum must be signed and enclosed with a sealed bid for the Moscow Booster Station Replacements – Phase II, as evidence that the Bidder has familiarized himself/herself with all changes incorporated herein.

NAME OF BIDDER: Razz construction Inc.
By:  3/21/22
Signature Date
Donald A. Rasmussen President.
Name Title

Submitted by:

 Digitally signed by
Christopher Pettigrew
Date: 2022.03.21
12:29:42-06'00'
J-U-B ENGINEERS, Inc.
Christopher Pettigrew, P.E.

ADDENDUM No. 4

City of Moscow, ID, Sixth Street Crossing over Paradise Creek

April 4, 2022

Addendum No. 4 to the **Sixth Street Crossing over Paradise Creek** Bidding Documents prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and Submittal.

The following clarifications, corrections, or changes are hereby made as fully and completely as if the same were entirely set forth in the Bidding Documents and shall become an integral part of the contract entered into between Owner and Contractor for this project.

Bid and Contract Documents

Invitation To Bid

- Clarification: The bid date is being extended to provide time for CIP design.
- Correction: Replace existing bid date "Tuesday, April 5, 2022" with the following:
 - "Friday, April 15, 2022"

Plans

- Example plans for the cast-in-place portions of the structure are included with this addendum for bidding purposes. Final plans and calculations specific to the Sixth Street Bridge will be submitted by the Contractor after award and before structure construction begins.

Questions

- N/A

NOTICE is hereby given that this Addendum must be signed and enclosed with a sealed bid for the Sixth Street Crossing over Paradise Creek, as evidence that the Bidder has familiarized himself/herself with all changes incorporated herein.

NAME OF BIDDER: Razz Construction, Inc.

By: Donald A. Rasmussen 4/15/22

Signature Date

Donald A. Rasmussen President

Name Title

Submitted by:

Chris Pettigrew Digitally signed by
Christopher Pettigrew
Date: 2022.04.04
13:23:46-06'00'

J-U-B ENGINEERS, Inc.
Christopher Pettigrew, P.E.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Bid prices listed shall include all applicable taxes and fees.

BASE BID – SIXTH STREET CROSSING OVER PARADISE CREEK

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	CLEARING AND GRUBBING	0.14	AC	\$ 60,000. ⁰⁰	\$ 8,400. ⁰⁰
2	REMOVAL OF OBSTRUCTIONS	1	LS	\$ 10,000. ⁰⁰	\$ 10,000. ⁰⁰
3	REMOVAL OF BITUMINOUS SURFACE	715	SY	\$ 10. ⁰⁰	\$ 7,150. ⁰⁰
4	EXCAVATION	558	CY	\$ 30. ⁰⁰	\$ 16,740. ⁰⁰
5	UNSUITABLE MATERIAL EXCAVATION	100	CY	\$ 100. ⁰⁰	\$ 10,000. ⁰⁰
6	DUST ABATEMENT WATER	100	MG	\$ 115. ⁰⁰	\$ 11,500. ⁰⁰
7	SEEDBED PREPARATION	0.05	AC	\$ 53,000. ⁰⁰	\$ 2,650. ⁰⁰
8	SEEDING	0.05	AC	\$ 22,300. ⁰⁰	\$ 1,115. ⁰⁰
9	MULCHING	0.05	AC	\$ 22,300. ⁰⁰	\$ 1,115. ⁰⁰
10	LOOSE RIPRAP	220	CY	\$ 79. ⁰⁰	\$ 17,380. ⁰⁰
11	12" STORM DRAIN PIPE, CLASS C-900 PVC	157	LF	\$ 133. ⁰⁰	\$ 20,881. ⁰⁰
12	STORM DRAIN MANHOLE - TYPE A	2	EA	\$ 4,800. ⁰⁰	\$ 9,600. ⁰⁰
13	CATCH BASIN - TYPE I	2	EA	\$ 2,800. ⁰⁰	\$ 5,600. ⁰⁰

14	6 INCH VERTICAL CURB (NO GUTTER), TYPE "A"	143	LF	\$ 72. ⁰⁰	\$ 10,296. ⁰⁰
15	STANDARD 6 INCH VERTICAL CURB AND GUTTER	314	LF	\$ 78. ⁰⁰	\$ 24,492. ⁰⁰
16	CONCRETE SIDEWALKS, THICKNESS 5"	287	SY	\$ 101. ⁰⁰	\$ 28,987. ⁰⁰
17	CONCRETE DRIVEWAY APPROACH (6" THICK)	25	SY	\$ 200. ⁰⁰	\$ 5,000. ⁰⁰
18	CRUSHED AGGREGATE FOR BASE TYPE I	436	TON	\$ 37. ⁰⁰	\$ 16,132. ⁰⁰
19	CRUSHED AGGREGATE FOR BASE TYPE II	580	TON	\$ 31. ⁰⁰	\$ 17,980. ⁰⁰
20	DILUTED EMULSIFIED ASPHALT FOR TACK COAT	30	GAL	\$ 19. ⁰⁰	\$ 570. ⁰⁰
21	PLANT MIX PAVEMENT	225	TON	\$ 205. ⁰⁰	\$ 46,125. ⁰⁰
22	STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$ 2,500. ⁰⁰	\$ 5,000. ⁰⁰
23	STRAW BALES	100	LF	\$ 10. ⁰⁰	\$ 1,000. ⁰⁰
24	SILT FENCE	250	LF	\$ 7. ⁰⁰	\$ 1,750. ⁰⁰
25	TRAFFIC CONTROL SIGNS, CLASS B	262	SF	\$ 30. ⁰⁰	\$ 7,860. ⁰⁰
26	TRAFFIC CONTROL BARRICADES, TYPE III	4	EA	\$ 250. ⁰⁰	\$ 1,000. ⁰⁰
27	TRAFFIC CONTROL MAINTENANCE	120	MH	\$ 72. ⁰⁰	\$ 8,640. ⁰⁰
28	RIPRAP/EROSION CONTROL GEOTEXTILE	192	SY	\$ 6. ⁰⁰	\$ 1,152. ⁰⁰
29	SUBGRADE SEPARATION GEOTEXTILE	1397	SY	\$ 3. ⁰⁰	\$ 4,191. ⁰⁰
30	CONTRACTOR FURNISHED CONSTRUCTION SURVEYING AND STAKING	1	LS	\$ 20,000. ⁰⁰	\$ 20,000. ⁰⁰
31	REMOVAL OF EXISTING WATER MAIN - SIZE 8"	384	LF	\$ 35. ⁰⁰	\$ 13,440. ⁰⁰
32	REMOVAL OF EXISTING WATER MAIN - SIZE 24"	163	LF	\$ 63. ⁰⁰	\$ 10,269. ⁰⁰
33	REMOVAL OF EXISTING HYDRANT	3	EA	\$ 1,200. ⁰⁰	\$ 3,600. ⁰⁰
34	MISC. SURFACE RESTORATION (NATURAL GROUND)	443	LF	\$ 7. ⁰⁰	\$ 3,101. ⁰⁰
35	STEEL CASING SLEEVE - SIZE 18" (0.375" THICK)	20	LF	\$ 300. ⁰⁰	\$ 6,000. ⁰⁰

36	STEEL CASING SLEEVE - SIZE 36" (0.375" THICK)	40	LF	\$ 500. ⁰⁰	\$ 20,000. ⁰⁰
37	WATER MAIN PIPE - SIZE 10" - TYPE C900, CLASS 235 PVC (DR18)	384	LF	\$ 230. ⁰⁰	\$ 88,320. ⁰⁰
38	WATER MAIN PIPE - SIZE 24" - TYPE C900, CLASS 235 PVC (DR18)	179	LF	\$ 580. ⁰⁰	\$ 103,820. ⁰⁰
39	CONNECT TO EXISTING WATER MAIN	4	EA	\$ 4,700. ⁰⁰	\$ 18,800. ⁰⁰
40	GATE VALVE - SIZE 10"	3	EA	\$ 3,600. ⁰⁰	\$ 10,800. ⁰⁰
41	HYDRANT	2	EA	\$ 12,000. ⁰⁰	\$ 24,000. ⁰⁰
42	AIR RELEASE VALVE ASSEMBLY	3	EA	\$ 6,100. ⁰⁰	\$ 18,300. ⁰⁰
43	REMOVAL OF CULVERTS	3	EA	\$ 500. ⁰⁰	\$ 1,500. ⁰⁰
44	BORROW	150	CY	\$ 55. ⁰⁰	\$ 8,250. ⁰⁰
45	STRUCTURAL EXCAVATION SCHEDULE 1	400	CY	\$ 110. ⁰⁰	\$ 44,000. ⁰⁰
46	COMPACTING BACKFILL	350	CY	\$ 26. ⁰⁰	\$ 9,100. ⁰⁰
47	DEWATERING	1	LS	\$ 50,000. ⁰⁰	\$ 50,000. ⁰⁰
48	REINFORCING STEEL	42480	LB	\$ 3. ²⁵	\$ 138,060. ⁰⁰
49	CONCRETE (CAST-IN-PLACE) - CLASS 4000A	83	CY	\$ 800. ⁰⁰	\$ 66,400. ⁰⁰
50	BRIDGE - 24' SPAN X 11' RISE	1	LS	\$ 467,500. ⁰⁰	\$ 467,500. ⁰⁰
51	HELICAL PULLDOWN MICROPILE (HPM)	79	EA	\$ 4,350. ⁰⁰	\$ 343,650. ⁰⁰
52	PEDESTRIAN/BICYCLE AND TRAFFIC RAILING	135	LF	\$ 200. ⁰⁰	\$ 27,000. ⁰⁰
53	MOBILIZATION	1	LS	\$ 199,000	\$ 199,000. ⁰⁰

BASE BID TOTAL PRICE ONE MILLION NINE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED SIXTEEN
(use words) AND 00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in accordance with Article 8 of the Instructions to Bidders;
- B. Not used;
- C. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;
- D. Contractor's Non-Collusion Affidavit;
- E. Anti-Discrimination Affidavit;
- F. Bidder's State of Idaho Public Works Contractor's License No.: 005083.
- G. U.S. Department of Commerce Economic Development Administration (EDA) Contracting Provisions for Construction Projects
- H. EDA Site Sign Specification
- I. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
- J. Form CD-215 Certification Regarding Lobbying Lower Tier Covered Transactions

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Date of Qualification to do business in Idaho is ____/____/____

A Corporation

Corporation Name: Razz Construction, Inc

State of Incorporation: Washington

Type (General Business, Professional, Service, Limited Liability): General

By: Donald A Rasmussen
(Signature -- attach evidence of authority to sign) - see attached.

Name (typed or printed): Donald A. Rasmussen.

Title: President
(CORPORATE SEAL)

Attest Michelle Biles - Michelle Biles - contract Administrator

Date of Qualification to do business in Idaho is 3 / 1 / 10.

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.



Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 4055 Hammer Drive
Bellingham, WA 98226

Phone No. 360-752-0011 ext 102 Fax No. 360-752-0099

E-mail donr@razzconstruction.com

SUBMITTED on 3/22, 2022.

Idaho Public Works Contractor License No. 005083.

Authority to sign
Pg. 1 of 2

CORPORATE AUTHORIZATION RESOLUTION

Banner Bank

By: Razz Construction Inc
4055 Hammer Dr
Bellingham WA 98226

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Donald Rasmussen, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Washington, Federal Employer I.D. Number 20-2868525, engaged in business under the trade name of Razz Construction Inc, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Donald Rasmussen</u>	X <u>Donald A Rasmussen</u>	N/A
B. <u>Karen Rasmussen</u>	X <u>Karen S. Rasmussen</u>	N/A
C. _____	X _____	_____
D. _____	X _____	_____
E. _____	X _____	_____
F. _____	X _____	_____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>N/A</u>	(1) Exercise all of the powers listed in this resolution.	<u>N/A</u>
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
<u>N/A</u>	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	<u>N/A</u>
<u>N/A</u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	<u>N/A</u>
<u>N/A</u>	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	<u>N/A</u>
<u>A</u>	(7) Other <u>The Corporation designates this single agent as their Customer Administrator with full rights and authorities as described in Banner Bank's Online Cash Management Agreement.</u>	<u>N/A</u>

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____, If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on OCTOBER 13, 2010 (date).

Attest by One Other Officer

Secretary



Construction Inc

Authority to sign
pg 2 of 2

Statement of Appointment- C.E.O. for RAZZ Construction, Inc.

On the date of Incorporation of RAZZ Construction, Inc., Donald A. Rasmussen was elected as Chief Executive Officer for the company. This appointment is detailed in the By-Laws of RAZZ Construction, Inc.

Signed:

A handwritten signature in dark ink, appearing to read "Donald A. Rasmussen", written over a horizontal line.
Donald A. Rasmussen- President

Date: May 19, 2005

4055 Hammer Drive Bellingham, WA 98226-7665
Ph: (360) 752-0011 Fx: (360) 752-0099 Email: donaldrazz@qwest.net

Brad Little
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

005083 - UNLIMITED - 1-2
License Number

03/01/2010
Original License Issued

This is to certify that
RAZZ CONSTRUCTION, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 03/31/2023


Licensee Signature


Ron Whitney, Administrator

Contractor's Non-Collusion Affidavit

State of Washington) SS

County of Whatcom

Bid for Razz Construction, Inc, being
first duly sworn, deposes, and says that he/she is President
[sole owner, a partner, president, secretary, etc.] of, Razz Construction,
Inc. [Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: Donald A. Rasmussen
Donald A. Rasmussen.

Title: President

Subscribed and sworn to before me this 22
day of MARCH, 2022



(SEAL)

Notary Public Yvette S. Murphy
State of Washington
My Commission Expires 6/20/2023

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Anti-Discrimination Affidavit

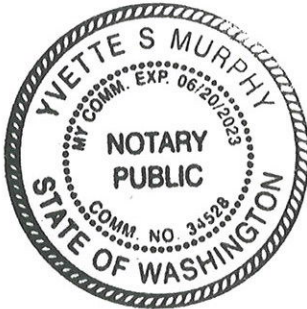
STATE OF WA ;

COUNTY OF Whatcom;

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupational qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Donald A. Rasmussen
Contractor's Signature Donald A. Rasmussen - President.

Subscribed and sworn to before me this 22 day of March, 2022



Yvette S. Murphy
Notary Public

State of Washington

Residing at Bellingham, WA 98226

My Commission Expires 6/20/2023

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BID BOND

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

BIDDER (Name and Address):

Razz Construction, Inc.
4055 Hammer Drive
Bellingham, WA 98226

SURETY (Name and Address of Principal Place of Business):

Old Republic Surety Company
P.O. BOX 1635,
MILWAUKEE, WI 53201

OWNER (Name and Address):

City of Moscow
206 E Third Street
Moscow, ID 83843

BID

Bid Due Date: April 5, 2022

Description (Project Name and Include Location): Sixth Street Crossing Over Paradise Creek

BOND

Bond Number: CSBA-20366

Date (Not earlier than Bid due date):

Penal sum Five Percent of Amount Bid

\$ 5%

(Written in Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Signed, Sealed and Dated: March 30, 2022

BIDDER

Razz Construction, Inc.

(Seal)

SURETY

Old Republic Surety Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Daniel Huckabay

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On March 30th, 2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

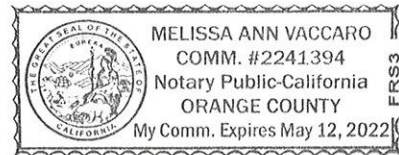
WITNESS my hand and official seal.

Signature

Melissa Ann Vaccaro

Melissa Ann Vaccaro

(Seal)





OLD REPUBLIC SURETY COMPANY

Bond No. CSBA-20366

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Daniel Huckabay, Arturo Ayala, Shaunna Rozelle Ostrom, Frank Morones,

Michael D. Stong, Ben Stong of Orange, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13th day of May, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 13th day of May, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 7242

Signed and sealed at the City of Brookfield, WI this 30th day of March, 2022.

Karen J. Haffner

Assistant Secretary

ORSC 22262 (3-06)

CSBA

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
<u>None</u>	<u>Plumbing</u>	<u>N/A</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u>None</u>	<u>HVAC</u>	<u>N.A.</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u>None</u>	<u>ELECTRICAL</u>	<u>N.A.</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

NOTES TO USER

1. This form must be included for all bids.

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RAZZ CONSTRUCTION, INC.

Unique Entity ID NLGCVMENKT35	CAGE / NCAGE 5A7N0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 25, 2022	
Physical Address 4055 Hammer DR Bellingham, Washington 98226-7665 United States	Mailing Address 4055 Hammer Drive Bellingham, Washington 98226-7665 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 02	State / Country of Incorporation Washington / United States	URL www.razzconstruction.com

Registration Dates

Activation Date Oct 27, 2021	Submission Date Oct 25, 2021	Initial Registration Date Jan 2, 2009
--	--	---

Entity Dates

Entity Start Date May 19, 2005	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5A7N0

Points of Contact**Electronic Business**

✎
Janessa Murphy, Contract Admin.

4055 Hammer Drive
Bellingham, Washington 98226
United States

Government Business

✎
Janessa Murphy, Contract Admin.

4055 Hammer Drive
Bellingham, Washington 98226
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$10,000,000.00
Construction Per Contract	\$6,000,000.00

States
Idaho
Montana
Washington

Counties
(blank)

Metropolitan Statistical Areas
(blank)

COMMITTEE STAFF REPORT

DATE: Monday, April 25, 2022



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

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

AGENDA ITEM TITLE

Artwalk Season Finale Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

DESCRIPTION

The City of Moscow Arts Department is hosting the Artwalk Season Finale on Thursday, June 16th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2021-2022 Artwalk Season in an artistic and festive manner. As a City-hosted event, the Arts Department has facilitated the registration of Main Street vendors and demonstrators, as well as business and non-profit host locations. No more than 5 (five) beer/wine vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, Kidwalk, food sales, art demonstrations, and more. The event has been reviewed and approved as of April 14, 2022. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Artwalk Season Finale for the duration of the event.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Artwalk Season Finale for the duration of the event; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2022- Beer-Wine_The Entertainment District_Artwalk_final

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 AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN THE ENTERTAINMENT DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

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

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

WHEREAS, the City of Moscow (hereinafter “the Event Sponsor”) desires to have its sponsored event, Artwalk (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

WHEREAS, the Permitted Event (see Attachment “B”) is an event sponsored by the Event Sponsor, intended to foster the region’s cultural ecosystem by promoting the visual, literary, performance, and culinary arts offerings within Moscow businesses and non-profits; and

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

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

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

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

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

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

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING ARTWALK 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 the 16 day of June, 2022, from 4 p.m. to 8 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor(s) will sell beer and/or wine, the licensed vendor(s) shall provide to the Community Events Division one (1) copy of written proof that the licensed vendor(s) has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. City shall be named as an additional insured on the insurance policy of the licensed vendor(s).
3. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he/she reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his designee to terminate all or part of the Permitted Event.

Vendor:

1. The number of licensed vendors selling beer and/or wine allowed at the Permitted Event, will be reviewed and approved as part of the permitting process.
2. All beer and/or wine shall be sold only by a licensed vendor.
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the Community Events Division no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
5. 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.

6. 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.
7. As the Event Sponsor, the City understands and acknowledges sole responsibility for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided 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 Community Events Division shall provide the City Clerk one (1) copy of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine sales and dispensing area within The Entertainment District; and (b) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Recreation, Culture, and Employee Services or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. All food sales and service shall have a space of no less than ten feet (10') between the approved beer and/or wine sales and dispensing area and the food sales or service area.
4. The Event Sponsor shall provide Artwalk branded wristbands to licensed vendors for issuance to attendees denoting that such attendees' identification has been checked to confirm that they are of legal drinking age, in lieu of providing an identification checking station.
5. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and/or wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase and possess beer and/or wine.
6. All beer and/or wine shall be dispensed in and consumed from an opaque, paper, or Artwalk branded container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo of an alcoholic beverage.
7. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
8. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
9. A sign shall be prominently posted at or near the area designated for beer and/or wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
10. Beer and/or wine shall be sold only within the designated area in The Entertainment District only between the hours of 4 p.m. and 8 p.m. local time on the 16 day of June, 2022, during the Permitted Event.
11. Beer and/or wine shall be consumed only within The Entertainment District between the hours of 4 p.m. and 8 p.m. local time on the 16 day of June, 2022, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendors at the Permitted Event.

Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall not be required to pay a fee for the Permitted Event 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	_____	_____	_____	_____

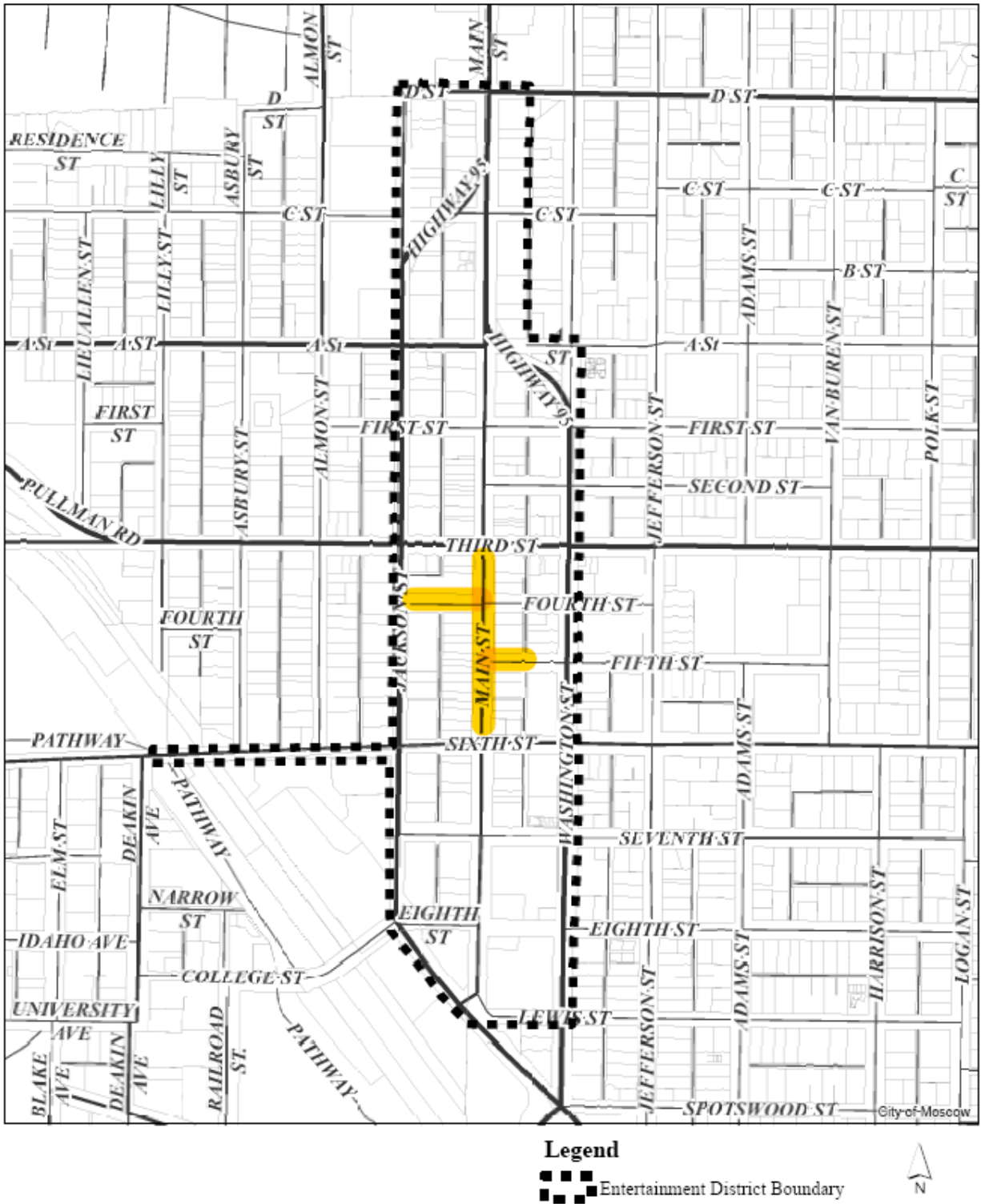
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2022.

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

Exhibit 'A' - Entertainment District Boundary



Attachment B

	CITY OF MOSCOW	PERMIT NUMBER: <u>CE2022-07</u>
	206 E. THIRD	EVENT DATE: <u>Thursday, June 16th, 2022</u>
	MOSCOW, ID 83843	EVENT TIME: <u>4:00 pm – 8:00 pm</u>
	208-883-7000	
THIS IS TO CERTIFY THAT		
Megan Cherry City of Moscow Arts Program 206 E. 3 rd Street Moscow, ID, 83843		
IS HEREBY GRANTED A CITY OF MOSCOW COMMUNITY EVENT PERMIT FOR THE LOCATION NAMED BELOW WITHIN THE CORPORATE LIMITS OF THE CITY OF MOSCOW, IN CONFORMITY WITH THE PROVISIONS OF CHAPTER 17, TITLE 10 OF THE MOSCOW CITY CODE.		
PERMIT TYPE: <u>Community Event</u>		
PERMIT LOCATION: <u>6th & Main, 5th & alley, 3rd & Main</u>		
I, _____, CERTIFY UNDER PENALTY OF PERJURY PURSUANT TO THE LAWS OF THE STATE OF IDAHO, THAT THE FOREGOING IS TRUE AND CORRECT. I AGREE TO ALL THE TERMS AND CONDITIONS OF MOSCOW CITY CODE TITLE 10, CHAPTER 17 PARADE; PUBLIC ASSEMBLY AND RESOLUTION 2015-05 POLICY AND PROCEDURES FOR RIGHT-OF-WAY PERMITS. DAMAGE TO ANY PUBLIC IMPROVEMENTS ARE THE RESPONSIBILITY OF THE PERMIT HOLDER.		
ISSUED THIS _____ DAY OF _____, 2022		
_____ (SIGNATURE OF LICENSEE)	_____ DATE	_____ (SIGNATURE OF STAFF) DATE

City of Moscow Community Events Division
EVENT APPLICATION



Thank you for your interest in organizing/sponsoring an Event in the City of Moscow!
Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches, neighborhood block parties to street fairs.

Submit completed forms electronically or physically to the Community Events office:
communityevents@ci.moscow.id.us or 206 E. Third Street, Suite 300, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title 10 Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative Committee and City Council. Administrative Committee meets on the 2nd and 4th Monday of each month and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays or rescheduling of meetings.

1. Name of Event: Artwalk Season Finale
2. Event Date(s): June 16, 2022
3. Event Location: Friendship Square, Main Street from 3rd to 6th, 5th Street from Main to the alley.
4. Are you requesting a street closure for Event? Yes ☒ No ☐

If yes, provide street closure location(s). List cross streets, intersections, building addresses, etc. Include these details on your site map (see item 27.)
6th & Main, 5th & alley, 3rd & Main

5. Do you require parking restrictions for the Event? Yes ☒ No ☐
- If yes**, list parking restrictions (i.e. no parking on day of event, parking restricted to a particular area, etc.).
No parking on the day of the event.

6. Street Closure set-up/Load-in time: 2:00 p.m. Event(s) Start time: 4:00 p.m.
7. Event(s) End time: 8:00 p.m. Street Closure take-down/Load-out time: 8:00 - 9:30 p.m.
8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☐ No ☒
9. Is this an annual Event? Yes ☒ No ☐
10. Are you planning on having refreshments and/or food? Yes ☒ No ☐

EVENT APPLICATION – LAST UPDATED AUGUST 11, 2021

Page 1 of 8

City of Moscow Community Events Division
EVENT APPLICATION



If **yes**, describe your waste and recycling plan. Applicants are responsible for removing all waste from their event footprint and disposing of properly, including emptying permanent trash receptacles in the downtown area. Dumpsters located downtown are for private use.

We are requesting Parks & Rec staff support for trash receptacles in the event footprint.

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?

Yes ☒ (continue to Q.12)

No ☐ (skip to Q.14)

**All events with alcohol are required to have a Catering Permit.
This process is to be handled by your licensed alcohol Vendor.**

Catering Permit applications are to be submitted to the City Clerk/Deputy City Clerk for approval.

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.

Yes ☒ (continue to Q.13)

No ☐ (skip to item B.)

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?

Yes ☒ (see item A.)

No ☐ (skip to item B.)

A. Event organizers pursuing a temporary suspension by City Council Resolution of the Open Container law for their Event within the public right-of-way of the Entertainment District boundaries must satisfy the following conditions with their Event listed below, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Catering Permit:

- ☐ Include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.
- ☐ Post signage and waste receptacles at Event entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

City of Moscow Community Events Division
EVENT APPLICATION



B. Event organizers requesting for alcohol use for their Event that takes place in the public right-of-way **NOT within the Entertainment District boundaries must satisfy the following conditions with their Event, in addition to following any requirements set forth by Resolution and/or Catering Permit. This option is also available to Event organizers who are **NOT** pursuing a temporary suspension by City Council Resolution of the Open Container law:**

- ☐ Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- ☐ Complete and submit a Barrier Use Contract with this application.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

Upon approval from Council, remaining Event fees will be due, and applicant's vendor(s) are required to submit a Catering Permit application to the City Clerk/Deputy City Clerk. Any additional required paperwork outlined by the City Council Resolution and/or this process will also be due upon approval.

14. Are you planning on having a band or music? Yes ☒ No ☐

If yes, describe below any recording equipment, sound amplification equipment, etc. Submit a completed

Noise Exemption Permit Request with this Event application.

There will be amplified music in up to two locations within the event footprint.

15. Approximate number of persons, animals, and/or vehicles comprising the Event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing attendance:

Estimated Vendors: 25 (with tents and/or trucks)

Estimated Audience Members: 3000-5000

16. Do you plan on having banners, signs, or other attention-getting devices in the Event? Yes ☒ No ☐

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ☒ No ☐
If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



Public restrooms, picnic tables, City-owned event equipment

18. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?
Yes ☒ No ☐

If yes, contact City of Moscow Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

19. Please use this area to include more detail or attach additional pages for additional information about
Event that is pertinent for us to know.

Officers needed per Entertainment District resolution, pending Council approval.

20. Organization Sponsoring Event: City of Moscow Arts Department
21. Organization Address: 206 E Third Street
22. Organization Officers/Authorized Representatives: Megan Cherry
23. Individual Responsible for Event Organization: Megan Cherry
24. Individual's Address: 206 E Third Street, Moscow ID 83843
25. Individual's Day, Message, or Cell Phone Number: 208-883-7036
26. Individual's E-mail: mcherry@ci.moscow.id.us
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ☒ No ☐
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

The applicant/group/organization (hereinafter "SPONSOR"), through its duly and specifically authorized agents, hereby releases City of Moscow, Idaho (hereinafter "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 Community Event, Block Party, Public Assembly, Parade or Sidewalk Walking Parade scheduled to occur as indicated on this application (hereinafter "Event"), including any Street Closure permitted under the terms of CITY's Policy on Street Closure. No SPONSOR shall be required to indemnify or hold harmless CITY for claims, actions and demands that arise out of CITY's sole negligence. 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.

SPONSOR acknowledges that he/she has read and understands the current Idaho Governor's Idaho Rebounds Plan which includes any existing Stay Healthy Order and/or Guidelines and has read the protocols for social/physical distancing, use of face masks/face coverings, and sanitation requirements and guidelines. SPONSOR agrees to comply with the Governor's Order and/or Guidelines and ensure that all participants will comply with the Order and/or Guidelines. SPONSOR acknowledges any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he and/or any participant is not in compliance with the Governor's Orders and Guidelines and/or is not in compliance with City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, 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 the group or organization, if applicable, to this Agreement.

NAME: Megan Cherry

DATE: 3/25/22

EVENT SPONSOR ELECTRONIC SIGNATURE:



By checking this box as an electronic signature, I agree to all the terms and conditions that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. I certify under penalty of perjury pursuant to the law of the State of Idaho that everything in the application is true and correct and that I have authority to bind the group or organization, if applicable, to this Agreement.

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

(Required only if printing and submitting in person)

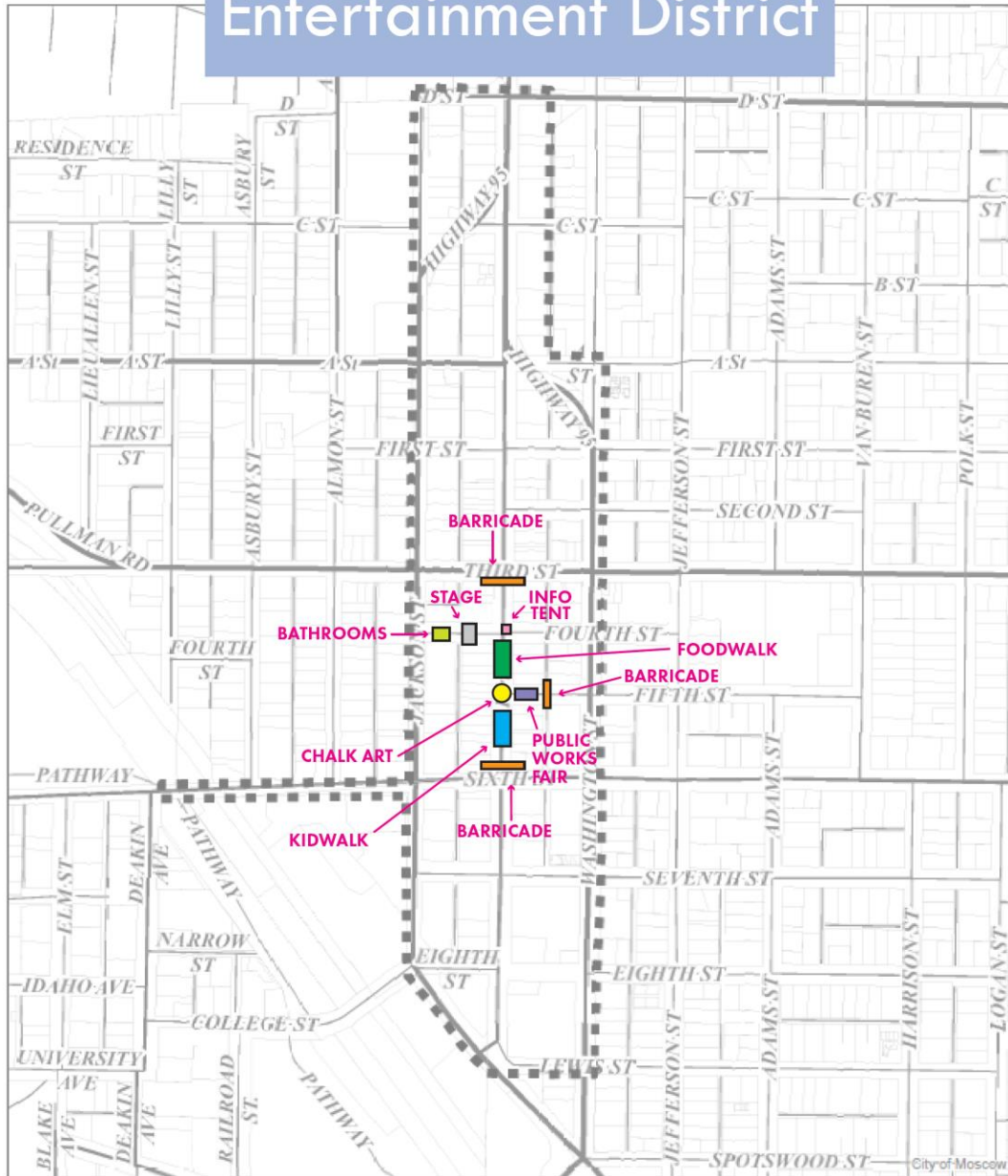
*The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.*

FOR OFFICE USE ONLY

☐ Community Event without alcohol	☒ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: <u>3/25/2022</u>	Fees Due: <u>\$274</u>	Fees Paid: <u>Waived per City Supervisor</u>



Entertainment District



- | | |
|--|--|
| BARRICADE | BATHROOMS |
| KIDWALK | INFO TENT |
| FOODWALK | STAGE |
| CHALK ART | |
| PUBLIC WORKS FAIR | |

Legend

Entertainment District Boundary



NOISE EXEMPTION PERMIT REQUEST
(Moscow City Code 10-11-2)

Requested Event Date(s): June 16, 2022 Begin time: 4:00 p.m. End time: 8:00 p.m.

Event Location: Friendship Square, Main Street from 3rd to 6th, 5th Street from Main to the alley.

Amplified Music (DJ, party, etc.) ☐ No ☒ Yes

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: See Entertainment District Resolution
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☒ Yes - Group: The Intentions, TBD

Describe the event: The Artwalk Season Finale includes music at a main stage at Friendship Square, and
other performances by DJs and live bands at Kidwalk, a section of the event designed for children and families between 5th & 6th on Main Street.

(use back of this form if more space is needed)

Name of requesting person/Group/Organization: City of Moscow Arts Department

Person responsible for Group or Organization: Megan Cherry

Requesting Person's Address: 206 E Third Street

Home phone: _____ Work phone: 208-883-7036 Cell phone: _____ Pager: _____
Daytime phone number is required

Responsible person available **AT AND DURING** this event: Megan Cherry

Cell- or contact-phone during event: 208-883-7036

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.

Date: 2/24/2022

Requesting Person's Signature: Megan Cherry

☒ APPROVED ☐ DENIED

Conditions:

Date permit valid: 06/16/22

Noise level (dBA) shall not exceed 85 Dba

Other Conditions: _____

Hours permit valid: 4pm-8pm

at ☒ source at ☐ property line

James Fry Jr.

James Fry Jr. (Mar 31, 2022 12:46 PDT)

Chief of Police (208) 883-7054

Community Events Division Event Application Review

Artwalk Season Finale

Saturday, June 16th, 4:00 - 8:00 pm

Event Name

Date(s)/Time(s)

DEPARTMENT/DIVISION DESIGNEE

EVENT(S) APPROVED/DENIED

DATE REVIEWED

James Fry Jr.

James Fry Jr. (Mar 25, 2022 12:22 PDT)

Moscow Police Department

Officer presence required?

☒

☐

☐

Yes

No

N/A

☒

☐

Approve

Deny

Officers available?

☒

☐

☐

Yes

No

N/A

MM/DD/YYYY

Dan Ellwood

Moscow Volunteer Fire Department

☒

☐

Approve

Deny

MM/DD/YYYY

David R. Schott

David R. Schott (Mar 28, 2022 13:05 PDT)

Parks and Recreation Department

☒

☐

Approve

Deny

MM/DD/YYYY

Kyle Rainer

Kyle Rainer (Apr 5, 2022 13:41 PDT)

Community Development-Engineering Division

☒

☐

Approve

Deny

MM/DD/YYYY

[Signature]

Public Works-Environmental Services Division

☒

☐

Approve

Deny

MM/DD/YYYY

Steven Schulte

Steven Schulte (Mar 28, 2022 14:19 PDT)

Public Works-Streets Department

Street closure required?

☒

☐

☐

Yes

No

N/A

ITD permit required?

☐

☒

☐

Yes*

No

N/A

MM/DD/YYYY

*Application will remain pending until ITD grants applicant a permit

Time of street closure?

2:00 PM

9:30 PM

Start

End

Lauren O'Laughlin

Lauren O'Laughlin (Mar 28, 2022 11:27 PDT)

City Clerk/Deputy City Clerk

Date

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



This application is required for Events requesting Alcohol Use within the Moscow Downtown Central Business Zoning District. Applicants are to submit their completed Event Application to the Community Events Division first. Upon approval of Event, Applicants may then submit this form along with the non-refundable fee to begin the review process by City Council for their Alcohol Use request. City Council has the ability to deny Alcohol Use requests, but applicants may still move forward with their approved Event without alcohol.

Ideal timeline for Events requesting Alcohol Use:

1. At least two months prior to event, Applicant submits Event Application for review.
2. Upon approval of Event, Applicant submits Alcohol Use Application and pays \$100 non-refundable fee.
3. Staff drafts a Resolution for the beer/wine garden request OR a Resolution for the temporary suspension of open container law. Applicants must provide their licensed alcohol providers to staff to include in the draft Resolution.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, Applicant pays any remaining fees and is issued permit for Event.

Name of Event: **Artwalk Season Finale**

Event Date(s): **June 16, 2022**

Event Location: **Friendship Square, Main Street from 3rd to 6th, 5th Street from Main to the alley.**

Event Start time: **4:00 p.m.** Event End time: **8:00 p.m.**

Responsible Individual listed on Event Application: **Megan Cherry**

By signing this Alcohol Use Application, Applicant understands that their Event may not have alcohol unless approved by City Council and that City Council has the right to deny Alcohol Use Requests for Events. Applicant also understands that the Alcohol Use Fee of \$100 is non-refundable regardless of the decision issued by City Council.

Megan Cherry Digitally signed by Megan Cherry
Date: 2022.02.24 14:17:59 -08'00'

Signature of Responsible Individual for Event Organization **Date**

Date Received: **3/25/2022** Date non-refundable fee paid: **n/a**

COMMITTEE STAFF REPORT

DATE: Monday, April 25, 2022



RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Latah County Broadband Coalition Pledge (ACTION ITEM) - Bill Belknap

DESCRIPTION

Latah County has recently executed an agreement for a Broadband Utility Assessment that will include regular check-ins during the data gathering and discovery phase, mapping of existing and proposed networks, and cost estimates for fiber construction, networking equipment, and data center upgrades to enable minimum speeds of 100/20 Mbps, scalable to 100 Mbps symmetrical (which are the benchmarks established by new legislation and grant programs). This Broadband Utility Assessment will be a foundational step in the process of developing a county-wide broadband plan and an indispensable asset in applying for the many, many millions of dollars in upcoming broadband funding. The County is working to form a coalition made up of stakeholders throughout the County who are pledging to participate in information sharing and gathering to identify opportunities for broadband projects in Latah County and has approached the City to participate in this process. The following is a list of current coalition members: City of Potlatch, City of Bovill, City of Genesee, City of Kendrick, City of Juliaetta, City of Deary, City of Troy, Latah County Library District, Moscow School District, Kendrick Joint School District, Genesee Joint School District, Potlatch School District, Troy School District, University of Idaho, Gritman Medical Center, Senator David Nelson. There is no financial obligation to participate in the coalition and instead, will serve to share information and coordinate efforts to expand broadband service within Latah County.

STAFF RECOMMENDATION

Recommend approval of the Mayor's signature upon the Latah County Broadband Coalition Pledge.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Mayor's signature upon the Latah County Broadband Coalition Pledge; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Moscow_Pledge_Latah County Broadband Coalition
2. Broad Band Description



**Latah County
BOARD OF COUNTY COMMISSIONERS**

P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843
(208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us
Kathie LaFortune ♦ Thomas C. Lamar ♦ David McGraw

Latah County Broadband Coalition Pledge

The goal of the Latah County Broadband Coalition is to engage stakeholders across the County in order to communicate broadband needs and offer support in developing projects to address those needs. We aim to find local, state, and federal funding to build future-proof broadband infrastructure throughout Latah County. We are not interested in prescribed pathways to achieving this goal — rather, we're committed to working together to find the best solutions for our communities. Working together will only make pursuing partnerships and funding opportunities more possible and more potent.

In establishing this coalition, we recognize the unmatched importance of broadband access and affordability for education, health, commerce, and community. Ensuring that every community member has access to reliable and affordable broadband is not only a key component to modern life but also to future development.

We undertake this work knowing that a robust broadband connection allows students greater access to educational opportunities, patients greater access to healthcare professionals, businesses access to customers around the world, and farmers the ability to increase productivity and profitability.

We are committed to providing the support our community and citizens need to enable us to build sound, future-proof broadband infrastructure and last mile connectivity to homes. To demonstrate that commitment, we sign on to join the Latah County Broadband Coalition with a pledge to participate in the following ways:

- Assign a representative to serve on the Latah County Broadband Coalition committee
- Participate in information sharing and gathering for broadband planning and projects

Entity

Name, Title

Signature

Sincerely,

A handwritten signature in blue ink that reads "Kathie LaFortune".

Kathie LaFortune
Chair, Board of County Commissioners
Latah County



IIF Partner Project

Latah County

BROADBAND COALITION AND PLANNING

Latah County, IIF Partner Project

In October 2021, Latah County became a Project Partner with Imagine Idaho Foundation (IIF) to receive support in capacity building to build and execute a County-wide broadband plan.

BACKGROUND

Latah County is 98% rural by geography and 32% rural by population, which makes reaching the 12,660 residents who live outside the city limits of Moscow exceptionally difficult. Moscow's situated on the western-most edge of the County, close to UI/WSU, Hwy 95, and the major fiber corridor. But the rest of the County consists of 1070 square miles of expansive, topographically diverse terrain with schools, cities, and households spread out all across it. What's more: To the north, east, and south of rural Latah County is largely unpopulated timbered acreage, which provides no alternative route for connection and essentially cuts off rural Latah County from broadband services and infrastructure. About 20% of households in rural Latah County have no internet access at all and the rest have less than 10/3 mbps service, according to new NTIA maps.

COALITION + PLANNING

Latah County has recently executed an agreement for a Broadband Utility Assessment. The assessment will include regular check-ins during the data gathering and discovery phase, mapping of existing and proposed networks, and cost estimates for fiber construction, networking equipment, and data center upgrades to enable minimum speeds of 100/20 Mbps, scalable to 100 Mbps symmetrical (which are the benchmarks established by new legislation and grant programs).

This Broadband Utility Assessment will be a foundational step in the process of developing a County-wide broadband plan and an indispensable asset in applying for the many, many millions of dollars in upcoming broadband funding -- and we want all cities and citizens to be able to benefit from the results. So, as this assessment is being performed, we are also forming a coalition made up of stakeholders throughout the County who are pledging to participate in information sharing and gathering to identify opportunities for broadband projects in Latah County. We will also soon be launching a crowdsourced speed test campaign, which will give us necessary data to prove -- unequivocally -- that our communities are unserved.

The following is a list of current coalition members: City of Potlatch, City of Bovill, City of Genesee, City of Kendrick, City of Juliaetta, City of Deary, City of Troy, Latah County Library District, Moscow School District, Kendrick Joint School District, Genesee Joint School District, Potlatch School District, Troy School District, University of Idaho, Gritman Medical Center, Senator David Nelson.

Finally, we have a list of existing incumbent local exchange carriers (ILECs), competitive local exchange carriers (CLECs), and internet service providers (ISPs) who've agreed to participate in an advisory capacity as well as cooperate with the assessment, which is a partnership with the Port of Lewiston and paid for in part by a grant from IIF -- speed test software is also made possible by IIF. Other local leaders and legislators are also aware of the project.