

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
April 3, 2023**

7:00 PM

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATION

Purple Heart City

Fair Housing Month

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 20, 2023 Minutes - Laurie M. Hopkins

B. Consideration of Custodial Services For Certain City Buildings - David Schott

The City published an invitation to bid for custodial services for certain City buildings on February 11, 2023 and February 18, 2023. Bid opening occurred on March 3, 2023 for Module #1 (Police Station) and Module #3 (Hamilton Indoor Recreation Center (HIRC) and Eggan Youth Center) for custodial services beginning May 1, 2023 and continuing through September 30, 2025. The City received three bids for each module. GG Gutter, Inc. dba, Creative Cleaning Connections was the low bidder for Module #1 and Module #3 in the amount of \$72,626.59 and \$107,637.94, respectively. This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ACTION: Accept the low bid from GG Gutter, Inc. dba, Creative Cleaning Connections for Module #1 (Police Station) and Module #3 (HIRC and Eggan Youth Center) for custodial services beginning May 1, 2023 and continuing through September 30, 2025 in the amount of \$180,264.53.

C. Approval of Resolution for Moscow Police Department Parking Enforcement Specialists and Code Enforcement Officers to perform the function of removal of Abandoned or Junk Vehicles - Anthony Dahlinger

Idaho Code Title 49, Chapter 18 governs the towing and storage of motor vehicles. Pursuant to Idaho Code § 49-1804, “authorized officers” are permitted to have an abandoned vehicle removed from a highway or from public or private property to a garage or nearest place of safety. Idaho Code § 49-102 (19) defines an “authorized officer” as “...any regularly employed and salaried city peace officer or other city employee designated to perform the function of removing abandoned vehicles or junk vehicles by the city council...” Moscow Police Department’s Parking Specialists and Code Enforcement Officers, who are not POST-certified law enforcement officers and therefore not considered peace officers, currently have job duties which include the enforcement of parking regulations through the City of Moscow. Both Parking Enforcement Specialists and Code Enforcement Officers currently assist with tagging of abandoned and junk vehicles, but are not currently authorized to perform the function of removing abandoned vehicles or junk vehicles. Pursuant to Idaho Code 49-102(19), the Moscow Police Department is requesting City Council to designate MPD’s Parking Enforcement Specialists and Code Enforcement Officers to have the authority to complete the abandoned and junk vehicle process by performing the function of removing abandoned or junk vehicles from a highway or from public or private property to a garage or nearest place of safety. This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ACTION: Approve the Resolution for the Moscow Police Department’s Parking Enforcement Specialists and Code Enforcement Officers to perform the function of removal of abandoned or junk vehicles.

D. Transportation Alternatives Program North and South Mountain View Pedestrian Improvements State/Local Agreement - Nate Suhr / Alisa Anderson

In 2022, as a result of the increased federal funding due to COVID, the City of Moscow was asked to submit two (2) applications for Transportation Alternatives Program (TAP) funding rather than the typical requirement of one project per municipality per year. The Mountain View Road corridor was selected as a prime candidate for TAP funding, which prioritizes, as the name suggests, non-vehicular modes of transportation. After identifying the corridor, further investigation led to the selection of the areas from 'F' Street to Slonaker Drive in the north and from Joseph Street to the Paradise Creek Bridge in the south. The current scope of the northern project includes the installation of approximately 1,600 LF of curb, gutter, green strip, and sidewalk on the west side of Mountain View Road from 'F' Street to Slonaker Drive. The proposed improvements would close the second-largest gap in the Mountain View pedestrian corridor, creating an additional north-south pathway for non-motorized road users. The current scope of the southern project includes the installation of approximately 900 feet of curb, gutter and sidewalk on both sides of Mountain View Road, the installation of a pedestrian warning beacon where Paradise Path meets Mountain View Road and 900 feet of sidewalk along the Latah Fairgrounds access road. This corridor will connect to the south end of the Mountain View road project that was completed in Fall of 2022 and will close a gap in the pedestrian infrastructure between Joseph Street and White Avenue. These improvements will result in a continuous sidewalk corridor from Slonaker Drive to White Avenue. This item was reviewed by the Administrative Committee on March 27, 2023, and recommended for approval.

ACTION: Approval to execute State/Local Agreement (Design and Construction) Project No. A023(902) and A023(903) Key 23902 and 23903 North Mountain View Pedestrian Improvements and South Pedestrian Improvements and the corresponding Resolution.

E. Proposed Lot Line Adjustment between Lots 1 and 2, Block 1 of Woodbury 1st Addition and 1309 Slonaker Drive - Aimee Hennrich

The applicants, Mark Wintz and Joe May, are requesting a lot line adjustment between three properties described as Lot 1 and Lot 2, Block 1 of Woodbury 1st Addition and 1309 Slonaker Drive. The proposed lot line adjustment would reduce Lot 1, Block 1 from 13,893 sf to 13,486 sf and reduce Lot 2, Block 1 from 14,049 sf to 13,407 sf. The lot addressed as 1309 Slonaker Drive would increase from 44,651 sf to 45,700 sf. The applicants are requesting the lot line adjustment in order to accommodate the existing landscaping at 1309 Slonaker Drive. The two lots within Woodbury 1st Addition are vacant land and are located in the Moderate Density Residential Zoning District (R-2). Within the R-2 Zoning District, lots are required to be 7,000 sf and have a minimum lot width of 60 feet. 1309 Slonaker contains a single-family home as well as a detached garage and is located within the Low Density, Single-Family Residential Zoning District (R-1). Within the R-1 Zoning District, lots with single-family dwellings require a minimum area of 9,600 sf and a minimum lot width of 80 feet. All three proposed lots meet the requirements of their respective zoning designations. The Administrative Committee reviewed and recommended approval of this lot line adjustment to City Council on March 24, 2023.

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

F. Pullman Highway Transmission Line Project - Bid Results & Contract Award - Bob Buvel

This project's scope includes construction of approximately 3079 linear ft of 24" C900-16 water main, 292 additional linear ft of various size C900 water main, as well as surface restoration of parking lots, highway, street, sidewalks, and green strips. Construction of water main includes new hydrants, associated fittings/valves, thrust restraint, and connection to existing water mains. The City advertised for bids on February 25, 2023 & March 4, 2023, and the Engineer's Estimate for construction was \$1,115,390.00. Bids were opened on March 14, 2023, at which four (4) bids were received. The bids ranged from \$1,519,761.00 to \$2,333,027.50. Of those bids, the lowest responsive bid received was submitted by DEBCO Construction of Orofino, ID with a bid of \$1,519,761.00. A bid tabulation is included in the packet. This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ACTION: Accept the bid from DEBCO Construction, award the contract in the amount of \$1,519,761.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

G. Memorandum of Understanding with the Moscow Rural Fire Department - Brian Nickerson / Bill Belknap

The City of Moscow provides a variety of services for the Moscow Rural Fire District under a Memorandum of Understanding (MOU) between the two entities. The City and Rural Fire District Commissioners recently conducted a review of the MOU and developed a new agreement that reflects the current services and cooperative activities. The Moscow Rural Fire District Commissioners approved the new MOU at their meeting on March 21, 2023 and the updated agreement is now being presented to the Council for consideration of approval. This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ACTION: Approve the updated MOU between the City of Moscow and the Moscow Rural Fire District.

REGULAR AGENDA

- 2. Staff Recognition**
- 3. Mayors Appointments (ACTION ITEM)**
- 4. Public Comment and Mayor's Response Period (limit 15 minutes)**
- 5. Citizen Commission Report - Fair and Affordable Housing Commission – Aimee Hennrich / Casey Holcomb-Hawkes**
- 6. 1912 Center Annual Report - David Schott / Jenny Kostroff**
- 7. Moscow Volunteer Fire Dept Annual Report – Brian Nickerson**

REPORTS

City Council

Mayor

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

A PURPLE HEART CITY PROCLAMATION

WHEREAS, the City of Moscow in the state of Idaho has great admiration and gratitude for the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and, most importantly – make sure we never forget; and

WHEREAS, the City of Moscow appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and pledges support for those combat-wounded veterans who currently reside in Moscow, and for those who put their lives at risk in service to their Country and their fellow citizens; and

WHEREAS, the City of Moscow in the state of Idaho has great admiration and gratitude for the men and women who have selflessly served their country and this community in the Armed Forces.

NOW, THEREFORE, I, Arthur Bettge, Mayor of the City of Moscow, do hereby proclaim the city of Moscow as

A Purple Heart City

and encourage the citizens of Moscow to show their appreciation for the sacrifices Purple Heart recipients have made in defending our freedoms, acknowledge their courage, and show them the honor and support they have earned.



DATED this 3rd day of April 2023.

Arthur D. Bettge , Mayor

FAIR HOUSING MONTH PROCLAMATION

- WHEREAS,** April 2023 marks the 55th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and
- WHEREAS,** discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law), and the Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children; and
- WHEREAS,** the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and
- WHEREAS,** City has determined that discrimination on the basis of sexual orientation and/or gender identity/expression shall be prohibited pursuant to Moscow City Code Title 10, Chapter 19, in order to help ensure that all persons are afforded equal opportunities in housing; and
- WHEREAS,** equal opportunity for all, regardless of race, color, religion, sex, disability, familial status, national origin, or sexual orientation and/or gender identity/expression is a fundamental goal of our city; and
- WHEREAS,** equal access to housing is an important component of this goal, as fundamental as the right to equal education and employment; and
- WHEREAS,** housing is a critical component of family and community health and stability; and
- WHEREAS,** housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and
- WHEREAS,** the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and
- WHEREAS,** ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights, and responsibilities; and
- WHEREAS,** the mission of the City's Fair and Affordable Housing Commission includes researching, analyzing, and recommending to the Mayor and Council ways in which the City may further fair housing practices; and
- WHEREAS,** among the duties of the Fair and Affordable Housing Commission are to review the City Code Analysis and Impediments to Fair Housing and Action Plan each year, and to recommend changes as it may deem necessary; and
- WHEREAS,** only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed.

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim April 2023, to be

FAIR HOUSING MONTH

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



DATED this 3rd of April, 2023

Art Bettge, Mayor

Moscow City Council



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
March 20, 2023

7:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Mayor Art Bettge, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio
STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Mike Ray, Sarah Banks, Renee Tack, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Davis led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council February 21, 2023 Minutes - Laurie M. Hopkins

B. Phillips Farm Park Request for Funding - Cody Riddle

In April 2000, Latah County began leasing the Virgil Phillips Farm from the City of Moscow to develop recreational programs, improve facilities, and maintain the park. Since then, with the help of the City of Moscow and many other partners, Latah County has successfully managed the park and made significant improvements. In August 2022, Latah County was awarded a grant from the Idaho Department of Parks and Recreation's (IDPR) Recreational Trails Program (RTP) to complete various improvement projects. The total cost of these projects is \$65,390 with matching contributions as follows: Latah County 7,680, Friends of Phillips Farm \$1,400, and City of Moscow \$5,000.

Because the RTP is federal pass-through funding, IDPR has recently learned from the Federal Highways Administration (FHWA) that a cultural resources survey is required before any project activities can begin. The estimated cost is \$6,500. The survey will also serve as a foundational document for all future improvements at the park.

Latah County is requesting that the City of Moscow considers contributing an additional \$3,250, half the cost of the cultural resources survey. This was reviewed by the Public Works/Finance Committee on February 27, 2023 and recommended for approval.

ACTION: Approve the requested contribution of an additional \$3,250.

C. Library Concrete Pedestrian Entrance Restoration Project - Bid Results & Contract Award - Bob Buvel

The Library Concrete Pedestrian Entrance Restoration project includes the installation of concrete sidewalk, stairs, and handrails in front of the Moscow Public Library along the Jefferson Street entrance. The City solicited quotes from local contractors on January 25, 2023, and the Engineer's Estimate for construction is \$19,425.00. One quote was received back from Germer Construction on February 17th for \$20,932.00. A bid tabulation is included in the packet. This was reviewed by the Public Works/Finance Committee on February 27, 2023, and recommended for approval.

ACTION: Accept the quote from Germer Construction, Inc., award the contract in the amount of

\$20,932.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

D. Earth Day Celebration Alcohol Use Request in East City Park - Amanda Argona

Inland North Waste is sponsoring an Earth Day Celebration on Saturday, April 22nd, from 3 to 7 pm in East City Park. The annual event honors the ways our community protects and preserves our environment and is offered free of charge. Live music and eco-minded organizations are part of this event, in addition to food and a beer garden. The applicant anticipates 1 (one) licensed beer and/or wine vendor in the beer garden, which is estimated to be 25'x25' in size. Following standard operating procedures for events with alcohol within a City Park, Inland North Waste is requesting the allowance of attendees to possess and consume alcoholic beverages within the 25'x25' beer garden during the aforementioned date and time. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity. This was reviewed by the Administrative Committee on February 27, 2023 and recommended for approval.

ACTION: Approve the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Earth Day Celebration for the duration of the event.

E. 2023 Moscow Farmers Market Handbook - Amanda Argona

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 7, 2023, and unanimously accepted all changes for approval and adoption by the Council for the 2023 Market Season. This was reviewed by the Administrative Committee on February 27, 2023 and recommended for approval.

ACTION: Approve the 2023 Moscow Farmers Market Handbook and the associated Resolution.

F. Moscow Police Department - OHS Highway Safety Grant FFY 2024 - James Fry / Alisa Anderson

The Moscow Police Department (MPD) is requesting to participate in the national grant program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS) for a third year. The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The MPD is requesting to ratify the submittal of a grant funding request that was due on February 28, 2023 for \$129,000 with an in-kind match of \$32,250. This was reviewed by the Public Works/Finance Committee on February 27, 2023 and recommended for approval.

ACTION: Ratify the application submitted by the Moscow Police Department for the Idaho Transportation Department, OHS Highway Safety STEP Grant FFY 2024 for \$129,000.

G. Lewis Clark State College and City of Moscow Facilities Agreement - Brian Nickerson

Lewis Clark State College (LCSC) has approached the City of Moscow to request occasional use of the Moscow Fire Department's training facilities, equipment, and tools to conduct its Firefighter Training Program. The attached Memorandum of Understanding enumerates the benefits of entering into such an agreement with LCSC, the City's general responsibilities upon approval, LCSC's general responsibilities upon approval, terms, compensation, termination of the agreement and general provisions. This was reviewed by the Administrative Committee on February 27, 2023 and

recommended for approval.

ACTION: Approve the agreement for use of facilities with Lewis Clark State College.

H. Disbursement Report February 2023 - Sarah Banks

Staff presented the February 2023 Accounts Payable Report to the Public Works / Finance Committee on March 13th, 2023. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of February 2023.

I. Fourth Quarter Financial Report July 1, 2022 to September 30, 2022 for FY2022 - Sarah Banks

Staff presented the fourth quarter financial report of Fiscal Year 2022 (July 1, 2022 to September 30, 2022) to the Public Works / Finance Committee on March 13th, 2023. The Committee received the financial report and approved it as presented.

PROPOSED ACTIONS: Accept the FY2022 Fourth Quarter Financial Report.

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

In 2021, the City Council adopted Resolution 2021-27 classifying City records as temporary, semi-permanent, and permanent, each with a retention period. Idaho Code 50-907 allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City departments have reviewed retention schedules and current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney. This was reviewed by the Public Works/Finance Committee on March 13, 2023 and recommended for approval.

ACTION: Approve the resolution for destruction of City records.

K. 2023 Streets Surface Treatment Project - Steve Schulte

The State of Idaho allocated a portion of state surplus funds to local transportation agencies with HB772 resulting in a disbursement of \$484,850 to the City of Moscow on July 25, 2022, for use on the transportation system. Staff proposes to use these funds for an asphalt rubberized chip seal application on roughly 49,500 square yards of roadway. This process has proven to be a cost-effective method of extending the lifespan of our roadways. The HB772 funds are currently in the capital budget and, with Council approval, will be specifically allocated to this project during the open budget process. This was reviewed by the Public Works/Finance Committee on March 13, 2023 and recommended for approval.

ACTION: Approve the use of HB772 funds for an asphalt rubberized chip seal project.

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

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointments of Bergen Kludt-Painter to the Human Rights Commission; Tom Lamar to the Moscow Urban Renewal Agency; and Lilly Hume to the Human Rights Commission. Kelly moved and Taruscio seconded approval of the appointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

3. Staff Recognition

Riddle recognized Justin Goodwin, Building Official who was appointed by Governor Little to the Idaho Building Code Board. The Board is made up of architects, engineers and other trades. He is serving as the loan city building official on the board.

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

Kenton Bird (Moscow) brought 6 students from his Reporting 2 class within the School of Journalism and Mass Media. He has brought students to a council meeting for 11 or 12 years to learn about government, public issues, courts, etc. Later in the semester the students are working on a project to address a community issue, problem, or concern. If anyone has suggestions for topics, please share them.

Dave Glasebrook (Moscow) said he was here to speak on constitutional issues. He spoke on the emergency order during COVID, the difference in the words “may” and “shall”, the Idaho Constitution and how he feels there have been violations.

Mayor Bettge called a recess at 7:15 p.m. The meeting resumed at 7:17 p.m.

5. Citizen Commission Report - Planning and Zoning Commission - Mike Ray / Robb Parish

Ray introduced Robb Parish, chair of the P&Z Commission. Parish listed the commission members and spoke on the projects the Commission worked on including self-storage facilities ordinance and updates to the buffer yard requirements ordinance. The Commission focuses on continuing education and heard presentations on the aquifer and fair housing. Parish said the Commission would also like to have a joint meeting with the Council to exchange ideas and goals.

6. Public Hearing: 706 W Palouse River Drive Proposed Rezone (ACTION ITEM) - Mike Ray

The applicant, Jim Swift, is proposing to rezone a 0.54-acre property located at 706 W Palouse River Drive. The parcel is currently zoned Multiple Family Residential (R-4) and the applicant is proposing to rezone to the Residential Office (RO) designation. The Planning and Zoning Commission conducted a public hearing on January 25, 2023 and recommended approval of the rezone request with no conditions.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

Mayor Bettge opened the public hearing at 7:29 p.m.

Ray introduced the item as written above and described the neighborhood, comprehensive plan, zoning, and utilities.

Scott Becker (Hodge and Associates) said he is here if the Council has any questions.

Hearing no testimony, the hearing was closed at 7:36 p.m.

Parker asked if there would be multiple driveways. Ray replied the flag pole lot was reconfigured per City Council and a lot line adjustment will be coming forward to eliminate the flag pole portion from Sunnyside access. The point of access for the property will be from Palouse River Drive. Properties are limited to one approach per property, unless it is for egress and ingress. Parker is concerned about the

number of driveways in the area. Davis said it is a small property and feels one approach is appropriate. Even with the access points and future development, Lewis doesn't feel Palouse River Drive will see any traffic outside what is seen on other arterials in town.

Taruscio moved to approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2023-02 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF AN APPROXIMATELY ZERO POINT SEVEN NINE (0.79) ACRE PROPERTY, DESCRIBED IN SECTION 2, FROM MULTIPLE FAMILY RESIDENTIAL (R-4) TO RESIDENTIAL OFFICE (RO); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

7. Comprehensive Annual Financial Report Presentation (ACTION ITEM) - Sarah Banks /Nick Nicholson

Presnell Gage PLLC, the City's auditors, will be presenting the City's FY2022 Annual Comprehensive Financial Report (ACFR), which includes any significant changes regarding the annual audit and outlining comparative changes from the FY2021 ACFR. The City has received the Certificate of Achievement for Excellence in Financial Reporting for the ACFR for 19 consecutive years. After approval, staff will submit the FY2022 ACFR for consideration for the award. The accompanying final draft of the FY2022 ACFR is submitted for City Council review.

PROPOSED ACTIONS: Accept the City of Moscow audited Annual Comprehensive Financial Report for FY2022 as presented, or take other action deemed appropriate.

Banks said the City received the GFOA award for 2021. Staff has been working on the 2022 audit since September and will submit for hopefully the 20th award. She thanked Renee Tack, City staff and Presnell and Gage and introduced Nick Nicholson.

Nicholson said an auditor's job is to give three opinions on the audit: whether the financial information is accurate and properly presents the financial position of the city and its activities; internal control structure and how it is functioning, includes financial reporting and compliance; and single audit act when you receive more than \$750,000 grant monies. Presnell and Gage provided an unmodified opinion, meaning no modifications to finance information, no non-compliance, compliance with federal programs, and internal controls are good. Government wide, the City's net position is at \$160.7 million, an increase of 8% from last year. The City's governmental restricted fund balance of \$1,595,984 consists of debt service, highway user tax purposes, and recreation and culture restricted by Bobby Hamilton's will in FY2000. The City's business-type activities restricted net position of \$29,803,266 consists of water, sewer, stormwater and sanitation capital projects and debt service. Nicholson provided graphs illustrating fund revenues/expenditures and net worth.

Parker moved to accept the City of Moscow audited Annual Comprehensive Financial Report for FY2022 as presented. Davis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Consideration of Mayor and City Council Salary Adjustments (ACTION ITEM) - Bill Belknap

Idaho Code § 50-203 requires compensation for a mayor and council to be fixed by ordinance. Moscow City Code Title 1, Chapter 8, Sec. 8-1, states *"The salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index (CPI) as published by the United States Department of Labor. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments."* There has been some confusion in the past regarding what specific CPI index to utilize and how the adjustment is to be calculated. Staff is proposing to amend City Code to specify the specific index to be used and that the annual percent change is the measure to be used in the calculation. The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months. The reported CPI values were 4.7% and 8.0% for 2021 and 2022, respectively. Proposed increases to monthly salaries would be effective January 1, 2024, and are as follows: Mayor - From \$2,119.78 per month to \$2,396.96 per month and Council - From \$734.93 per month to \$831.03 per month.

PROPOSED ACTIONS: Recommend approval of the proposed ordinance making salary adjustments for the Mayor and City Council effective January 1, 2024; or take other action as deemed appropriate.

Belknap provided a background on the compensation for elected officials within the State and City codes. There are numerous Consumer Price Indexes that could be utilized and several different methods of calculations that could be utilized. Staff is proposing to amend City Code to specify the specific index to be used and that the annual percent change is the measure to be used in the calculation. The Series I.D. mentioned in the proposed ordinance is specific but when abandoned, Council can update the ordinance accordingly. The current Series I.D. is from 1996.

Lewis doesn't have an issue with the CPI change but does have mixed feelings. While she doesn't serve for the money, she doesn't want to discourage anyone from running that may not be able to serve without financial compensation. There are also lots of citizens that are concerned about the budget. This could be a small way to show the citizens that we are listening by not voting for the increase.

Belknap said the ordinance says "shall" be adjusted by the CPI. While the compensation is adjusted, individual council members can choose whether to take the raise or not. The Council also has the option to modify the ordinance with language that says it is adjusted from time to time as the council sees fit.

Parker felt in order to keep people in these positions, the salary needs to keep up with inflation.

Belknap said the recent salary survey did include elected officials and it came back as 9% lower than the other cities compared.

Taruscio heard what her co-councilors are saying, but could be seen as a wage or recruitment tool for future councilors. Serving as an elected official is important, has a large responsibility and should be compensated. Taruscio moved approval of the proposed ordinance making salary adjustments for the Mayor and City Council effective January 1, 2024. Kelly seconded the motion. Roll Call Vote: Ayes: Five (5). Nays: One (Lewis). Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2023-03 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 1, CHAPTER 8; PROVIDING FOR A CLARIFICATION REGARDING THE CALCULATION OF INCREASES IN THE SALARIES OF CITY ELECTIVE OFFICERS AND THE PRESCRIBED INCREASE OF SAID SALARIES EFFECTIVE UPON JANUARY 1, 2024; PROVIDING THAT THE

PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Taruscio amended her motion to approving the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Kelly agreed to the amendment. Roll Call Vote: Ayes: Five (5). Nays: One (Lewis). Abstentions: None. Motion carried.

9. Set FY2024 Budget Hearing Date (ACTION ITEM) - Bill Belknap

Per Idaho Code 63-802(A) the City is required to notify Latah County of the public hearing date for the City's annual budget no later than April 30 each year. Staff is requesting that the Council officially set the date for the FY2024 Budget hearing for August 7, 2023 so the Notification of Budget Hearing form can be completed and returned to the Latah County Auditor's Office as required.

PROPOSED ACTIONS: Set August 7, 2023 as the public hearing date for the City of Moscow FY2024 budget, or take other action deemed appropriate.

Belknap described the item as written above. With no questions by the Council, Lewis moved to set August 7, 2023 as the public hearing date for the City of Moscow FY2024 budget. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Moscow Urban Renewal Agency – Laflin said the Agency approved their audit and discussed the Sixth and Jackson property and submissions are due May 5.

Farmers Market Commission – Laflin reported the Commission is advertising voting on the Market poster.

Fair and Affordable Housing Commission – Davis said the Commission heard a presentation from Nils Peterson about the Affordable Housing Trust.

Council Members spoke on other meetings and events.

Mayor

The airport terminal is still in progress and should be visible from the road soon. He has spent a lot of time going over proposed legislation and attended events.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:37 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, April 3, 2023



AGENDA ITEM TITLE

Consideration of Custodial Services For Certain City Buildings - David Schott

RESPONSIBLE STAFF

David Schott, Parks and Facilities Manager

REVIEWED BY

This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City published an invitation to bid for custodial services for certain City buildings on February 11, 2023 and February 18, 2023. Bid opening occurred on March 3, 2023 for Module #1 (Police Station) and Module #3 (Hamilton Indoor Recreation Center (HIRC) and Eggan Youth Center) for custodial services beginning May 1, 2023 and continuing through September 30, 2025. The City received three bids for each module. GG Gutter, Inc. dba, Creative Cleaning Connections was the low bidder for Module #1 and Module #3 in the amount of \$72,626.59 and \$107,637.94, respectively. Creative Cleaning Connections is currently providing custodial services for the Police Station, HIRC, and Eggan Youth Center through a short-term agreement and has performed satisfactory.

STAFF RECOMMENDATION

Accept the low bid from GG Gutter, Inc. dba, Creative Cleaning Connections for Module #1 (Police Station) and Module #3 (HIRC and Eggan Youth Center) for custodial services beginning May 1, 2023 and continuing through September 30, 2025 in the amount of \$180,264.53.

PROPOSED ACTIONS

ACTION: Accept the low bid from GG Gutter, Inc. dba, Creative Cleaning Connections for Module #1 (Police Station) and Module #3 (HIRC and Eggan Youth Center) for custodial services beginning May 1, 2023 and continuing through September 30, 2025 in the amount of \$180,264.53.

FISCAL IMPACT

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

PERSONNEL IMPACT

ATTACHMENTS

1. 03.03.23 Bid Tally Custodial Mod 1,3
2. GG Gutters dba Creative Cleaning Connections_Janitorial Mar 2023
3. EVCAR_Inc_Janitorial Mar 2023
4. Viva Cleaning Company_Janitorial Mar 2023
5. 03.21.23 Janitorial Contract_CreativeCleaningConnections_Mod13_Final

March 3, 2023 Bid Results - Custodial Services for Certain City Buildings
Bid Tally

Contractor:		Creative Cleaning Connections		Service Master		Viva Cleaning Company	
		Monthly	Annual	Monthly	Annual	Monthly	Annual
Module #1: Moscow Police Station*							
May 1, 2023 - September 30, 2023 (Police Station*)		\$ 2,355.71	\$ 11,778.55	\$ 4,730.00	\$ 23,650.00	\$ 7,000.00	\$ 35,000.00
October 1, 2023 - September 30, 2024 (Police Station*)		\$ 2,473.50	\$ 29,582.00	\$ 4,730.00	\$ 56,760.00	\$ 8,000.00	\$ 96,000.00
October 1, 2024 - September 30, 2025 (Police Station*)		\$ 2,597.17	\$ 31,166.04	\$ 4,730.00	\$ 56,760.00	\$ 8,500.00	\$ 102,000.00
MODULE #1 TOTAL:			\$ 72,626.59		\$ 137,170.00		\$ 233,000.00
Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center							
May 1, 2023 - September 30, 2023 (HIRC)		\$ 2,310.00	\$ 11,550.00	\$ 3,254.50	\$ 16,272.50	\$ 9,000.00	\$ 45,000.00
October 1, 2023 - September 30, 2024 (HIRC)		\$ 2,425.50	\$ 29,106.00	\$ 3,254.50	\$ 39,054.00	\$ 9,500.00	\$ 114,000.00
October 1, 2024 - September 30, 2025 (HIRC)		\$ 2,546.78	\$ 30,561.36	\$ 3,254.50	\$ 39,054.00	\$ 9,500.00	\$ 114,000.00
May 1, 2023 - September 30, 2023 (Eggan Youth Center)		\$ 1,181.78	\$ 5,908.90	\$ 1,616.67	\$ 8,083.35	\$ 2,000.00	\$ 10,000.00
October 1, 2023 - September 30, 2024 (Eggan Youth Center)		\$ 1,240.31	\$ 14,883.72	\$ 1,616.67	\$ 19,400.04	\$ 2,300.00	\$ 27,600.00
October 1, 2024 - September 30, 2025 (Eggan Youth Center)		\$ 1,302.33	\$ 15,627.96	\$ 1,616.67	\$ 19,400.04	\$ 2,600.00	\$ 31,200.00
MODULE #3 TOTAL:			\$ 107,637.94		\$ 141,263.93		\$ 341,800.00

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

David R. Schott

Name of Recorder



Signature

03.03.23

Date

BID SCHEDULE

Module #1: Moscow Police Station*

	Monthly	Annual
May 1, 2023 - September 30, 2023 (Police Station*)	\$ 2,355.71	\$ 11,778.50
October 1, 2023 - September 30, 2024 (Police Station*)	\$ 2,473.50	\$ 29,682.00
October 1, 2024 - September 30, 2025 (Police Station*)	\$ 2,597.17	\$ 31,166.04
MODULE #1 TOTAL:		\$ 72,626.59

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

	Monthly	Annual
May 1, 2023 - September 30, 2023 (HIRC)	\$ 2,310.00	\$ 11,550.00
October 1, 2023 - September 30, 2024 (HIRC)	\$ 2,425.50	\$ 29,106.00
October 1, 2024 - September 30, 2025 (HIRC)	\$ 2,546.78	\$ 30,561.36
May 1, 2023 - September 30, 2023 (Eggan Youth Center)	\$ 1,181.78	\$ 5,906.25
October 1, 2023 - September 30, 2024 (Eggan Youth Center)	\$ 1,240.31	\$ 14,883.72
October 1, 2024 - September 30, 2025 (Eggan Youth Center)	\$ 1,302.33	\$ 16,627.96
MODULE #3 TOTAL:		\$ 107,635.29

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

SUBMITTED BY:

GG Gutters, Inc. DBA Creative Cleaning Connections

Firm Name

2290 White Avenue #103, Moscow, ID 83843

Firm Address

(208)310-0974

Phone

Michelle Foutch

Authorized Representative's Signature

3/1/2023

Date

ggguttersinc@gmail.com

Email contact address

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

Name

Address

Telephone

1. Palouse Properties (Karl Johnson) 115 S. Washington St. #2, Moscow, ID 83843 (208)882-6280

2. My Rental Co. (Heidi Washington) 1125 NW Nye St. Ste B, Pullman, WA 99163 (509)3384653

3. Moscow Rentals (Brandi Ehrman) P.O. Box 9352, Moscow, ID 83843 (208)596-2565

4. Anita's Rentals (John Chapman) 405 NW North St. Pullman, WA 99163 (509)432-5502

5. REMAX Home & Land Property Management (Tami Pitzer) 710 SE Bishop Blvd. Pullman WA 99163 (509)33245

BID SCHEDULE

Module #1: Moscow Police Station*		Monthly	Annual
	May 1, 2023 - September 30, 2023 (Police Station*)	\$ 4730.00	\$ 23650.00
	October 1, 2023 - September 30, 2024 (Police Station*)	\$ 4730.00	\$ 56760.00
	October 1, 2024 - September 30, 2025 (Police Station*)	\$ 4730.00	\$ 56760.00
MODULE #1 TOTAL:			\$ 137170.00
Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center		Monthly	Annual
	May 1, 2023 - September 30, 2023 (HIRC)	\$ 3254.50	\$ 16272.50
	October 1, 2023 - September 30, 2024 (HIRC)	\$ 3254.50	\$ 39054.00
	October 1, 2024 - September 30, 2025 (HIRC)	\$ 3254.50	\$ 39054.00
	May 1, 2023 - September 30, 2023 (Eggan Youth Center)	\$ 1616.67	\$ 8083.35
	October 1, 2023 - September 30, 2024 (Eggan Youth Center)	\$ 1616.67	\$ 19400.04
	October 1, 2024 - September 30, 2025 (Eggan Youth Center)	\$ 1616.67	\$ 19400.04
MODULE #3 TOTAL:			\$ 141263.93
* Note: The Police Department Building will require a background check and participate in Criminal Justice Information Services (CJIS)			

SUBMITTED BY:

EV CAR, Inc

Firm Name

1449 Main St Lewiston ID 83501

Firm Address

208-882-5326

Phone

Charleen Young

Authorized Representative's Signature

3/2/2023

Date

Smbm@moscow.com

Email contact address

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

Name	Address	Telephone
1. Joe Hall Ford	1617 21 st St Lewiston ID	208-746-2391
2. Boys & Girls Club	1021 Burrell Ave Lewiston ID	208-746-2301
3. PCLI	3330 4 th St. Lewiston ID	208-746-2025
4. Infinity Management	1314 Idaho St Lewiston ID	208-746-2422
5. Sacred Heart Church	440 NE Ash Pullman WA	509-332-5312

BID SCHEDULE

Module #1: Moscow Police Station*

	Monthly	Annual
May 1, 2023 - September 30, 2023 (Police Station*)	\$ 7000	\$ 35000
October 1, 2023 - September 30, 2024 (Police Station*)	\$ 8000	\$ 96000
October 1, 2024 - September 30, 2025 (Police Station*)	\$ 8500	\$ 102000
MODULE #1 TOTAL:		\$ 233000

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

	Monthly	Annual
May 1, 2023 - September 30, 2023 (HIRC)	\$ 9000	\$ 45000
October 1, 2023 - September 30, 2024 (HIRC)	\$ 9500	\$ 114000
October 1, 2024 - September 30, 2025 (HIRC)	\$ 9500	\$ 114000
May 1, 2023 - September 30, 2023 (Eggan Youth Center)	\$ 2000	\$ 10000
October 1, 2023 - September 30, 2024 (Eggan Youth Center)	\$ 2300	\$ 27600
October 1, 2024 - September 30, 2025 (Eggan Youth Center)	\$ 2600	\$ 31200
MODULE #3 TOTAL:		\$ 341800

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

SUBMITTED BY:

Viva Cleaning Company
Firm Name

P.O. Box 8652 Moscow, ID 83843, 509.901.0021
Firm Address Phone

Vivian Vivian
Authorized Representative's Signature

3-2-2023
Date

v1cleaningcomp@gmail.com
Email contact address

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

Name	Address	Telephone
1. Josh, I.N.W.	3299 ID-8 Moscow, ID.	208-596-5945
2. David, City of Moscow,	1724 E. F. St.	208-883-7098
3. Lori, Palouse PropertyS,	115 S. Washington St.	406-461-0742
4. Stephanie, Shear Haven,	105 lauder Ave.,	208-301-5934
5. Christine, storage facility,	1500 Levick St.	(208)413-4934

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made this _____ day of _____, 2023, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and GG Gutters, Inc. dba Creative Cleaning Connections, a general business corporation of the State of Idaho, 2290 White Avenue, #103, Moscow, Idaho, 83843 (hereinafter "JANITOR"):

WITNESSETH:

WHEREAS, CITY needs janitorial services for Module 1: Moscow Police Station; and Module 3: Hamilton Indoor Recreation Center (hereinafter "HIRC") and Eggan Youth Center; in Moscow, Idaho, and has requested JANITOR to undertake the duties of the necessary janitorial services upon the terms and conditions hereinafter expressed:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- A. NON-APPROPRIATION CONTINGENCY. This Agreement is contingent upon CITY receiving the necessary funding to cover financial obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
- B. TERM. The term of this Agreement shall be effective from May 1, 2023, through September 30, 2025.
- C. REMUNERATION. CITY will pay JANITOR for such services during the term of this Agreement as follows:
 - 1. An amount not to exceed Twenty-Nine Thousand Two Hundred Thirty-Seven Dollars and Forty-Five Cents (\$29,237.45), which includes the dates from May 1, 2023, through September 30, 2023; and
 - 2. An amount not to exceed Seventy-Three Thousand Six Hundred Seventy-One Dollars and Seventy-Two Cents (\$73,671.72), which includes the dates from October 1, 2023, through September 30, 2024; and
 - 3. An amount not to exceed Seventy-Seven Thousand Three Hundred Fifty-Five Dollars and Thirty-Six Cents (\$77,355.36), which includes the dates from October 1, 2024 through September 30, 2025.

JANITOR is to be paid monthly upon receipt of a signed affidavit and detailed work summary for the prior month's service. In addition, each monthly invoice shall include a

calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice).

- D. **INDEPENDENT CONTRACTOR.** JANITOR shall be an independent contractor and, as such, neither JANITOR nor JANITOR's employees, agents or representatives, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding. JANITOR shall comply with all the duties hereinafter set forth and shall use JANITOR's best efforts to carry out daily service duties, weekly service duties, monthly service duties, bi-monthly service duties, and semi-annual service duties.
- E. **DUTIES.** JANITOR shall perform all duties according to commonly accepted industry standards and practices in conformance with the Cleaning Quality Requirements and Supplemental Instructions (Exhibit "A") attached hereto and incorporated by reference to this Agreement.
1. Daily Service shall be performed in conformance with the following schedule:
 - a. 5 days per week (Monday-Friday) in the Moscow Police Station
 - b. 7 days per week (Sunday-Saturday) in the HIRC
 - c. 5 days per week (Sunday-Thursday) in the Eggan Youth Center
 2. JANITOR shall perform the following Daily Services:
 - a. Empty all waste and recycling baskets and dispose of contents as appropriate;
 - b. Empty, sanitize, and re-line interior of sanitary containers;
 - c. Sweep and/or dust mop and/or vacuum all floor surfaces including elevators, staircases, and landings;
 - d. Wet-mop all hard surface flooring, excluding staircases and landings;
 - e. Clean and sanitize sinks, toilets, urinals and other restroom fixtures;
 - f. Clean mirrors;
 - g. Clean and refill all restroom dispensers;
 - h. Clean and sanitize drinking fountains;
 - i. Keep Janitor closets clean and orderly; and
 - j. Wipe clean all sinks, counters and tables in conference rooms and kitchens.
 3. JANITOR shall perform the following Weekly Service:
 - a. Auto scrubbing HIRC and Eggan Youth Center floors shall be done three (3) days per week: Sunday, Tuesday and Thursday. Police Station shall be done five (5) days per week: Monday through Friday. JANITOR shall use City-supplied auto scrubber;
 - b. Wet mop all staircases and landings;

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

F. ADDITIONAL JANITOR DUTIES.

- 1. JANITOR will be responsible for securing buildings upon completion of work.

2. JANITOR will be responsible to see that all work is completed between 10:00 p.m. and 7:00 a.m. at the HIRC and Eggan Youth Center. JANITOR will be responsible to see that all work at the Police Station will be completed during regular business hours 8:00 A.M. to 5:00 P.M. unless otherwise approved.
 3. JANITOR shall provide a schedule of periodic floor cleaning dates in advance. Each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice), Item C of this Agreement.
 4. JANITOR will attend a monthly meeting with appropriate CITY officials for the purpose of evaluating the previous month's work.
 5. JANITOR shall report material and supply needs on a weekly basis (preferably Thursday's) to the Facilities Maintenance Supervisor, with the intent of having enough supplies on hand at all facilities for the work week.
- G. SUBCONTRACTING, SUCCESSORS, AND ASSIGNS. The duties and work described above and herein shall be accomplished by JANITOR and shall not be subcontracted, assigned or transferred by JANITOR to other parties. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.
- H. INSURANCE/WITHHOLDINGS. JANITOR expressly understands and agrees that JANITOR shall be fully responsible for JANITOR's workers compensation insurance, State and Federal withholding taxes, FICA withholding, etc. JANITOR further agrees that JANITOR shall be solely responsible for JANITOR's employees; and, further, JANITOR shall carry all applicable workmen's compensation insurance on said employees, if applicable. JANITOR agrees to indemnify and hold CITY harmless for any damages or claims of whatever nature of JANITOR or JANITOR's employees.
- I. INSURANCE. JANITOR warrants that it shall obtain and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have at a minimum a coverage of at least Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold harmless covenant contained herein, and in the event CITY becomes liable for an amount in excess of such insurance coverage, JANITOR shall indemnify and hold harmless CITY for the whole thereof.

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

"It is agreed that City of Moscow, State of Idaho, is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available

to City under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

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

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

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

- N. **JURISDICTION, VENUE, AND NON-WAIVER.** It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to not exercise any of its rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- O. **COSTS AND ATTORNEY FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other reasonable costs of such action,

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

- P. INDEMNIFICATION. JANITOR waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to JANITOR's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, JANITOR shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of JANITOR's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

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

- Q. MODIFICATION. This Agreement constitutes the entire agreement between CITY and JANITOR. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.
- R. SEVERABILITY. The illegality, invalidity or unenforceability of any term, condition, or provision of this Agreement shall in no way impair or invalidate any other term, condition, or provision of this Agreement. All such other terms, conditions, and provisions shall remain in full force and effect.
- S. 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, national origin, physical or mental disability, age, marital or familial status (including pregnancy), sexual orientation, and gender expression or identity. JANITOR shall not discriminate against any employee or applicant for employment. JANITOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. JANITOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- T. CONFLICT OF INTEREST. JANITOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Duties which would conflict in any manner or degree with the performance of its services hereunder. JANITOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should

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

- U. **LICENSE AND ADHERENCE TO LAW.** JANITOR represents to possess the skill and experience necessary and all licenses required to perform the Duties under this Agreement. JANITOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Duties hereunder, and such laws and regulations are hereby made part of this Agreement and shall be adhered to at all times. Violation of any of these Statutes or Regulations by JANITOR shall be deemed material and shall subject JANITOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of JANITOR will, in any way, serve to modify the provisions of this requirement. JANITOR and its surety shall defend, hold harmless, and indemnify CITY and its employees, agents, and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by JANITOR, JANITOR's officers, agents or employees.
- V. **NOTICE.** Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:
- | | |
|-----------------------------------|-----------------------|
| JANITOR: | CITY: |
| GG Gutters, Inc. | City of Moscow |
| dba Creative Cleaning Connections | 206 East Third Street |
| 2290 White Avenue, #103 | PO Box 9203 |
| Moscow, Idaho 83843 | Moscow, Idaho 83843 |
- W. **AGREEMENT DOCUMENTS.** This Agreement consists of the following documents:
1. This Agreement; and
 2. Cleaning Quality and Requirements and Supplemental Instructions (Exhibit "A").
- X. **APPROVAL REQUIRED.** This Agreement shall not become effective or binding until approved by the City of Moscow.
- Y. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties under penalty of perjury pursuant to the law of the state of Idaho.

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

JANITOR:

CITY OF MOSCOW:

Michelle Foutch

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss:

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, appeared, Michelle Foutch, known to me to be the person named above and acknowledged to have executed the foregoing Professional Services Agreement as the duly authorized representative of GG Gutters, Inc. dba Creative Cleaning Connections.

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

EXHIBIT "A"

CLEANING QUALITY AND REQUIREMENTS AND SUPPLEMENTAL INSTRUCTIONS

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

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

This Exhibit outlines the minimum acceptable quality standards:

A. Floor Maintenance

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

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

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

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

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

B. Dusting

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

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

C. Damp-Wiping

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

D. Bright Metal Polishing

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

E. Facility Policing

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

F. Glass Cleaning

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

G. Porcelain Ware and Chrome/Stainless Steel Cleaning

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

H. Spot Cleaning

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

I. Disinfecting

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

J. Dispenser Cleaning and Servicing

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

K. Blinds

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

L. Trash and Recycling Receptacles

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

M. Restroom and Shower Stall Cleaning

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

N. Carpet Cleaning

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

O. SDS Books

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

SUPPLEMENTAL INSTRUCTIONS

A. GENERAL

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

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

daily work tasks as detailed herein. Completed checklists to be legibly signed, dated, and left onsite in a log book provided by JANITOR. A written plan for providing supervision must be included with the proposal submittal, along with a daily checklist sample.

19. Develop an internal monitoring system to ensure service quality, which shall include regularly scheduled written inspections with a copy to the Parks and Facilities Manager. The Parks and Facilities Manager may choose to inspect with JANITOR. A written plan for such regular evaluations must be included with the proposal submittal.
20. Break down any cardboard boxes generated by supplies, materials, equipment, and other consumables and place in the appropriate dumpster.
21. Report to the Parks and Facilities Manager immediately upon discovery any vandalism and/or damage to CITY property.
22. Inform employees that CITY equipment, computers, refrigerators, closets, office supplies, telephones, copiers, are off limits to JANITOR or JANITOR's employees.
23. The Police Department shall be cleaned between the hours of 6:00 a.m. and 5:00 p.m. only, Monday through Friday, unless an alternative arrangement has been made with the Parks and Facilities Manager. All other buildings shall be cleaned after normal CITY working hours.
24. Security must be maintained at all facilities, no doors to be propped open or left unsecured. Key access will be provided to various CITY facilities by the Parks and Facilities Manager or designee; JANITOR is responsible for key sets and their return upon conclusion of this Agreement. JANITOR will be provided sign in/out procedures as needed during the course of this Agreement, and is responsible to assure CITY procedures are followed.

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

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

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

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

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

BUILDING FLOOR AREAS AND TYPE

Building	Net Square Footage	Type Floor
Police Station		
First floor	2,620	hard surface
First floor	3,763	carpet
Second floor	1,044	hard surface
Second floor	3,942	carpet
Eggan Youth Center		
Restrooms (3)	285	tile
Offices	677	carpet
Main room	2,378	tile
TV room	611	carpet
Hallways	774	tile
Kitchen	96	tile
Hamilton Indoor Recreation Center (HIRC)		
Vestibule	95	carpet
Lobby	1,490	carpet
Offices	456	carpet
Equipment room	527	concrete
Women's locker room	597	concrete
Men's locker room	533	concrete
North hallway	645/259	tile/carpet
Gymnasium	10,923	wood
Multipurpose room	2,638	tile
Small kitchen	49	tile
Offices/Conference Room	2,906	carpet tile
Restrooms (2)	251	vinyl
Break rooms	247	ceramic tile
Lobby/hallway	1,583	ceramic tile
Vestibule	79	walk-off carpet tile

CITY OF MOSCOW

DATE: Monday, April 3, 2023



APPROVAL

Approval of Resolution for Moscow Police Department Parking Enforcement Specialists and Code Enforcement Officers to perform the function of removal of Abandoned or Junk Vehicles - Anthony Dahlinger

SUNFI ENDDGU NOALL

James Fry, Police Chief

SUMMUB UP DV

This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

APPROX EAGFS UNUEOUS W

Mia Bautista, City Attorney

I O) US SUNI HS CUN

PUNCS YFOY E

Moscow Police Department's Parking Specialists and Code Enforcement Officers, who are not POST-certified law enforcement officers and therefore not considered peace officers, currently have job duties which include the enforcement of parking regulations through the City of Moscow. They assist with tagging of abandoned and junk vehicles. The Moscow Police Department has requested City Council designate MPD's Parking Enforcement Specialists and Code Enforcement Officers to have the authority to complete the abandoned and junk vehicle process by performing the function of removing abandoned or junk vehicles from a highway or from public or private property to a garage or nearest place of safety.

NOALL SUCI T T UEP AOY E

Approve the Resolution for the Moscow Police Department's Parking Enforcement Specialists and Code Enforcement Officers to perform the function of removal of abandoned or junk vehicles.

FSI FI NUP ACOY EN

ACOM E: Approve the Resolution for the Moscow Police Department's Parking Enforcement Specialists and Code Enforcement Officers to perform the function of removal of abandoned or junk vehicles.

LNCAG YI FACO

FUSNI EEUG YI FACO

This change in duties for MPD Parking Specialists and Code Enforcement Officers will reduce the call load for Patrol by shifting this task to Parking Specialists and Code Enforcement Officers.

AOOAC) T UEON

1. Resolution 2023 - ____ Authorizing Parking Specialists and Code Enforcement to Tow_final

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING PARKING ENFORCEMENT SPECIALISTS AND CODE ENFORCEMENT OFFICERS TO PERFORM THE FUNCTION OF REMOVAL OF ABANDONED OR JUNK VEHICLES PURSUANT TO IDAHO CODE § 49-102 (19) AND § 49-1804; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Idaho Code Title 49, Chapter 18 governs the towing and storage of motor vehicles; and

WHEREAS, pursuant to Idaho Code § 49-1804, “authorized officers” are authorized to have an abandoned vehicle removed from a highway or from public or private property to a garage or nearest place of safety; and

WHEREAS, Idaho Code § 49-102 (19) defines an “authorized officer” as “...any regularly employed and salaried city peace officer or other city employee designated to perform the function of removing abandoned vehicles or junk vehicles by the city council...”; and

WHEREAS, Moscow Police Department (“MPD”) has requested City Council designate its Parking Enforcement Specialists and Code Enforcement officers, who are not post certified law enforcement officers and therefore not considered peace officers, but their job duties include the enforcement of parking regulations throughout the City and they assist with the tagging of abandoned vehicles, to have the authority to perform the function of removing abandoned vehicles or junk vehicles; and

WHEREAS, City Council desires to designate specific non-peace officer employees of the MPD, specifically those who hold the position of “Parking Enforcement Specialists” and “Code Enforcement Officers”, to have the authority to perform the function of removing abandoned vehicles or junk vehicles;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. Parking Enforcement Specialists and Code Enforcement Officers employed by MPD are designated to have the authority to perform the function of removing abandoned vehicles or junk vehicles from a highway or from public or private property to a garage or nearest place of safety.
2. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the following Vote:

RESOLUTION 2023 - ____

AUTHORIZING PARKING ENFORCEMENT SPECIALISTS TO REMOVE ABANDONED OR JUNK VEHICLE

Page 1 of 2

	Aye	Nay	Abstain	Absent
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Hailey Lewis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2023.

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 _____, 2023 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, April 3, 2023



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Nate Suhr,
Staff Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Transportation Alternatives Program North and South Mountain View Pedestrian Improvements
State/Local Agreement - Nate Suhr / Alisa Anderson

DESCRIPTION

In 2022, as a result of the increased federal funding due to COVID, the City of Moscow was asked to submit two (2) applications for Transportation Alternatives Program (TAP) funding rather than the typical requirement of one project per municipality per year. The Mountain View Road corridor was selected as a prime candidate for TAP funding, which prioritizes, as the name suggests, non-vehicular modes of transportation. After identifying the corridor, further investigation led to the selection of the areas from 'F' Street to Slonaker Drive in the north and from Joseph Street to the Paradise Creek Bridge in the south. The current scope of the northern project includes the installation of approximately 1,600 LF of curb, gutter, green strip, and sidewalk on the west side of Mountain View Road from 'F' Street to Slonaker Drive. The proposed improvements would close the second-largest gap in the Mountain View pedestrian corridor, creating an additional north-south pathway for non-motorized road users. The current scope of the southern project includes the installation of approximately 900 feet of curb, gutter and sidewalk on both sides of Mountain View Road, the installation of a pedestrian warning beacon where Paradise Path meets Mountain View Road and 900 feet of sidewalk along the Latah Fairgrounds access road. This corridor will connect to the south end of the Mountain View road project that was completed in Fall of 2022 and will close a gap in the pedestrian infrastructure between Joseph Street and White Avenue. These improvements will result in a continuous sidewalk corridor from Slonaker Drive to White Avenue.

The estimated total project costs are \$1,710,000 and the City has been awarded federal aid in the amount of \$1,000,000, which is 58.5% of the project costs. The City's local match requirement is \$710,000, which is 41.5% of the total project costs. The attached State/Local Agreement is for project design in FY 2023 (August 2023) and construction in FY 2025. The State/Local Agreement and corresponding Resolution are attached to this report. This item was reviewed by the Administrative Committee on March 27, 2023, and recommended for approval.

STAFF RECOMMENDATION

Approval to execute the State/Local Agreement (Design and Construction) Project No. A023(902) and A023(903), Key 23902 and 23903 North Mountain View Pedestrian Improvements and South Pedestrian Improvements and the corresponding Resolution.

PROPOSED ACTIONS

ACTION: Approval to execute State/Local Agreement (Design and Construction) Project No. A023(902) and A023(903) Key 23902 and 23903 North Mountain View Pedestrian Improvements and South Pedestrian Improvements and the corresponding Resolution.

FISCAL IMPACT

The estimated total project costs are \$1,710,000; ITD Grant \$1,000,000; City's local match \$710,000.

PERSONNEL IMPACT

The project will be designed and inspected by consultant engineers under the supervision of City of Moscow Staff.

ATTACHMENTS

1. Resolution 2023-__ State-Local Agreement; ITD TAP NS Mtn View_Final with Attachment

RESOLUTION NO. 2023 – ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION OF THE NORTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS PROJECT AND THE SOUTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS PROJECT; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City of Moscow (“City”) submitted two applications for funding to the Transportation Alternatives Program (“TAP”) on January 18, 2022, for North Mountain View Road Pedestrian Improvements Project and South Mountain View Road Pedestrian Improvements Project (“Project”); and

WHEREAS, the Idaho Transportation Department (hereinafter “ITD”) approved the applications and has submitted State/Local Agreement (Design and Construction) Project No. A023(902) & 23(903) North Mountain View Pedestrian Improvements & South Mountain View Pedestrian Improvements Latah County, Key No. 23902 & 23903 (hereinafter “Agreement”) for City to accept and sign stating obligations of ITD and City for the development and construction of Project; and

WHEREAS, ITD is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs of improvement; and

WHEREAS, certain functions to be performed by ITD involve the expenditure of City funds as set forth in the Agreement; and

WHEREAS, ITD can only pay for work associated with the State Highway system; and

WHEREAS, City is fully responsible for its share of Project costs;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety with the following:

1. That the City of Moscow shall accept and approve the STATE/LOCAL AGREEMENT (DESIGN AND CONSTRUCTION) PROJECT NO. A023(902) & 23(903) NORTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS & SOUTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS LATAH COUNTY KEY NO. 23902 & 23903; and
2. That the Mayor of the City of Moscow is hereby authorized and directed to sign the Agreement on behalf of the City of Moscow and the City Clerk is hereby authorized

and directed to attest the signature of the Mayor and to impress the official seal of the City of Moscow on the aforesaid Agreement; and

- 3. That a true copy of the Agreement referred to herein be attached hereto and made a part thereof (Attachment A); and
- 4. That duly certified copies of this Resolution shall be furnished to the Idaho Transportation Department; and
- 5. That provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions; and
- 6. That this Resolution shall become effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
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 April, 2023.

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 April _____, 2023, and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

DRAFT

Attachment A

**STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A023(902) & 23(903)
NORTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS &
SOUTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS
LATAH COUNTY
KEY NO. 23902 & 23903**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF MOSCOW**, acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application, a copy of which is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.

*TAP State/Local Agreement
NORTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS
SOUTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS
Key No's. 23902, 23903
Page 1*

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>.
4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. The maximum Federal-aid for this project is \$993,315.
5. Scheduled funding for project A023(902) is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development (State, Consultant, Local) –
PE-\$2,000 PC-\$156,000 PL-\$28,000
 - b. Construction –
CE-\$86,000 CN-\$357,000
 - c. Total Estimated Project Costs - \$629,000
6. Scheduled funding for project A023(903) is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Construction –
CE-\$86,000 CN-\$357,000
 - b. Total Estimated Project Costs - \$443,000
7. The Total Combined Estimated Project Costs is \$1,072,000
8. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire combined project (currently \$78,685).
9. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Roadway Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.html>.

SECTION II. That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Combined Estimated Project Costs of \$1,072,000, and assume responsibility for all costs of the project over and above the federal-aid limit noted in Section I, Paragraph 4 above.

2. Pay to the State the sum of **FIFTEEN THOUSAND DOLLARS (\$15,000)**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.
3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is _____, Phone No. _____.
4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.
5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.
6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.
7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.
8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.
9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer. The individuals who will be performing inspection or certifying the sampling and testing results of any materials must be qualified in the appropriate inspector/sampler/tester area as identified in Memo 17B in the Transportation Alternatives Program Manual.
10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is

necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.

11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.
12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to the federal-aid limit noted in Section I, Paragraph 4 above.
14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the building and landscape as is necessary for safe and efficient utilization in accordance with approved agreement with State, Federal, and Local preservation entities.
16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
17. Comply with all other applicable State and Federal regulations.
18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any

act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.
2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.
3. Review and approve the project plans and specifications.
4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.
5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor, and conduct a final inspection of the project when completed.
7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.
8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.
10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is _____, Phone No. _____.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor.
2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Mayor, attested to by the Clerk, with the imprinted Corporate Seal of City of Moscow.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator

ATTEST:

CITY OF MOSCOW

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

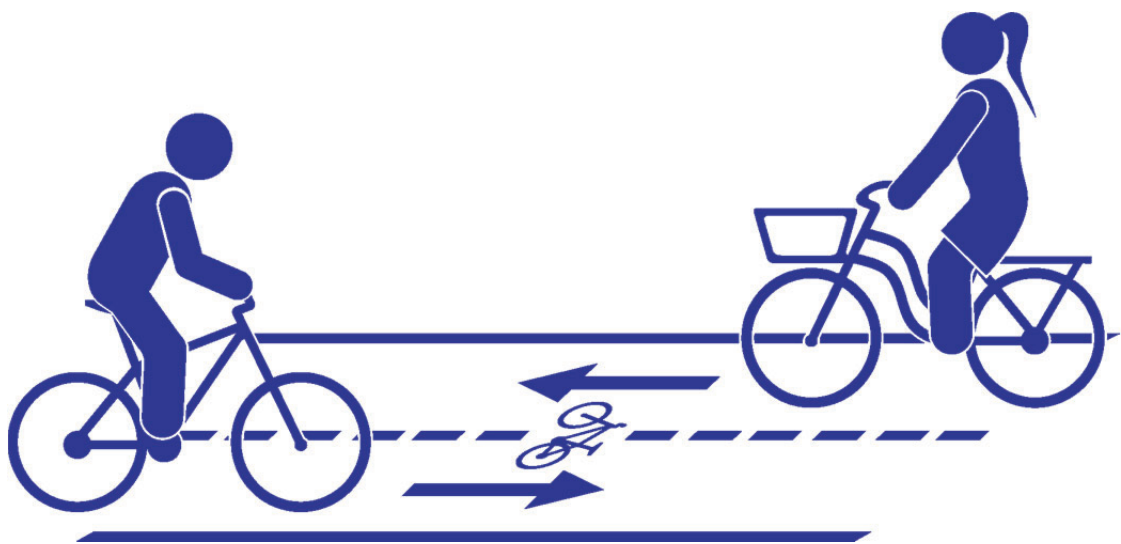
rr: 23902-23903 TAP SLA

EXHIBIT A

(Consisting of TAP Application for North Mountain View Road Pedestrian Improvements Project and TAP Application for South Mountain View Road Pedestrian Improvements Project)

Transportation Alternatives Program (TAP): 2021 Application – Infrastructure Projects

Submittal Deadline: **Thursday, January 20, 2022, 4:00 pm MST**



Local Highway Technical Assistance Council
3330 Grace Street
Boise, Idaho 83703
208-344-0565
Fax 208-344-0789



INCLUDED IN THIS PACKET

1. [APPLICATION INFORMATION](#)

1.1 [Program Background](#)

2. [PROGRAM GUIDANCE](#)

2.1 [Program Guidance for 2021](#)

3. [APPLICATION](#)

3.1 [Application Questions](#)

4. [SCORING](#)

4.1 [Suggested Scoring](#)

1. APPLICATION INFORMATION

1.1 PROGRAM BACKGROUND

The Local Highway Technical Assistance Council (LHTAC) in partnership with the Idaho Transportation Department is now soliciting applications for the Transportation Alternatives Program (TAP) to add projects to fiscal years 2024 and 2025. The purpose of TAP funding is to provide for a variety of alternative transportation projects and to advance ITD's strategic goals of Mobility, Safety and Economic Opportunity. The TAP program provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school educational projects. \$3.5M is available each year with up to 95% going toward infrastructure projects with the rest funding non-infrastructure Safe Routes to School (SR2S) projects. The \$3.5M annual funding allocation is based from the FAST Act. If Congress approves a new transportation funding bill, then the amount dedicated to TAP may change, impacting fiscal years 2022 and beyond.

ELIGIBLE PROJECTS:

- Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation.
- Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.

Examples of eligible projects:

- Paths/sidewalks along or adjacent to an existing roadway
- Connecting sidewalks/paths between two terminal points
- Curb ramps and other horizontal and vertical barriers to accessibility
- Pedestrian crossing facilities across an existing roadway including signing and/or signalization
- Reconstructing an existing non-compliant pathway or sidewalk
- Pedestrian bridges or underpasses

APPLICATION:

The application for the Transportation Alternatives Program is included in this package, and can be found on the LHTAC website, www.LHTAC.org, under the Programs tab, then TAP Program.

The application is due Thursday January 20th at 4:00 p.m. (MST) and should be submitted electronically in a single PDF file to applications@lhtac.org. The applications will be scored by the Transportation Alternatives Program (TAP) Selection and Evaluation Committee. Applicants will be notified of award in March 2022.

Limit two applications per eligible applicant.

FUNDING:

Standard TAP infrastructure awards are capped at \$500,000 in Federal-aid (plus 7.34% local match). You may submit up to two applications, however only one application will be funded per Jurisdiction. If a new transportation bill increases the size of the TAP funding, jurisdictions with a second application will be allowed a second award this application cycle. Preliminary drafts of the new Federal transportation bill show the program funding increasing, beginning with FY22. Because of this, multiple applications are encouraged. Jurisdictions may submit one application for a Large TAP project (up to \$1M in federal funds), but if awarded, the jurisdiction would not be eligible for a standard TAP project award this application cycle. Competitive Large TAP projects are projects that are not easily scalable. Examples of Large TAP projects should include large elements like pedestrian bridges, underpasses, or pedestrian tunnels. Large TAP applications count toward the two-application limit per jurisdiction.

2. PROGRAM GUIDANCE

2.1 PROGRAM GUIDANCE FOR 2021

Statement of Purpose: To share guidelines for the Transportation Alternatives Program

Program Administration Team: Local Highway Technical Assistance Council and Idaho Transportation Department

Proposed Guidelines and/or Rules:

Basic Structure:

- Application available by October 1, 2021
- Application due January 20, 2022
- Applicant is required to submit a signed document stating everything in this application is accurate and they are able to pay the 7.34% federal match
- Projects on a state route require coordination with the ITD District TAP coordinator prior to application submittal
- Projects off-system require coordination with LHTAC TAP coordinator prior to application submittal
- Projects outside of ITD Right-of-Way may use ISPWC standards

Application:

- Applications can be on the local system, state system, or both systems
- Limit of two applications per City, County, or Highway District (includes up to 1 Large TAP application)

TAP Coordinators:

- District 1 (North Idaho): Bill Roberson (208) 772-8019 (through 2021) or Marvin Fenn (208) 772-1208
- District 2 (North-Central Idaho): Ken Helm, (208) 799-4223
- District 3 (Southwest Idaho): Aaron Bauges, (208) 334-8964
- District 4 (South-Central Idaho): Trey Mink, (208) 886-7848
- District 5 (Southeast Idaho): Melodie Halstead, (208) 239-3370
- District 6 (East Idaho): Mark Layton, (208) 745-5626
- LHTAC (Local roads statewide): Amanda LaMott, (208) 344-0565

Scoring:

- Transportation Alternatives Program (TAP) Selection and Evaluation Committee to score applications
 - TAP committee: 1 staff member from LHTAC, 1 Idaho Transportation Department Bike/Ped coordinator, 1 representative from the walk/bike community, and 1 additional subject matter expert
- LHTAC staff to provide project recommendations to the LHTAC Council in March 2022 and the ITD Board as part of the Idaho Transportation Investment Program (ITIP) at the June 2022 meeting.

Funding:

- Fund up to \$3.5M* in projects annually
 - *Amount of annual funding may increase with a new federal transportation bill*
- Funding available in 2024 & 2025 (2022 & 2023 if we get additional funds with a new transportation bill)
- Maximum award of \$500k for standard project. Maximum award of \$1M for Large project
- No in-kind match is allowed
- Local jurisdictions may design the project in-house if they have a licensed engineer who can complete Federal-aid compliant design, but this work cannot be reimbursed by the TAP grant

- Local jurisdictions may not complete the construction administration, but can augment the construction engineering and inspection agreement by providing additional inspection. This work cannot be reimbursed by the TAP grant.
- All projects will require a 7.34% local match for projects up to \$500,000 in federal funds
- Project costs may exceed \$539,000 (\$500k + local match) but the local sponsor is required to pay all costs above the \$500k federal funding limit

Eligible use of Funds:

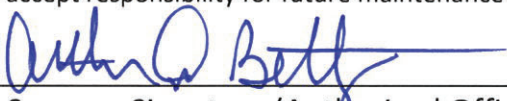
- Hire an engineer off the ITD term agreement list to complete the design to Federal-aid standards
- Fund construction of the project through federally compliant acquisition process (state and federal procurement rules must be followed)
- Fund construction engineering and inspection (CE&I) services by a consultant off the ITD term agreement list. Local sponsor cannot perform the construction administration, but can help augment inspection on TAP projects.
- CANNOT be used for salaries, equipment fees, or to reimburse sponsor agency for any work
- CANNOT be used for other project match, education, or outreach
- CANNOT be used to purchase ROW

Eligible applicants

- City, County, or Highway District
- Regional transportation authority
- Transit agency
- Natural resource or public land agency
- School district, local education agency, or school
- Tribal government

Sponsor certifies the following conditions of application:

- We are familiar with Transportation Alternatives Program eligibility criteria
- All Right-of-Way (ROW) is acquired and no environmental issues are known to exist
- This project doesn't impact any rail lines. If a track is being crossed, we have a documented agreement with the railroad and it's attached to this application
- Our budget accurately reflects the anticipated cost of the proposed project
- The information in the application accurately reflects available knowledge of our staff
- We understand this is a reimbursement grant and must furnish cash local match upfront and will be reimbursed as work progresses and invoices submitted with accompanying documentation
- The project must be brought to completion to receive funding
- If the applicant decides to remove this project after the project has begun, the sponsor may be required to pay for 100% of all federal funds expended
- We accept responsibility for future maintenance and operating costs of the completed project


 Sponsor Signature (Authorized Official)

01/18/2022

Date

Arthur D. Bettge, Mayor
 Sponsor Printed Name

1/18/2022
 Date

3. APPLICATION

3.1 APPLICATION QUESTIONS

Project Title: North Mountain View Road Pedestrian Improvements
Applicant Agency: City of Moscow
Mailing Address (this can be a PO Box): PO Box 9203, Moscow ID, 83843
Also include a Physical address if different from your mailing address: 206 E Third Street, Moscow ID, 83843

Contact Name: Alisa Anderson
Phone: 208.883.7600
Email: aanderson@ci.moscow.id.us

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

*Second Contact Name: Nathan Suhr
Phone: 208.883.7029
Email: nsuhr@ci.moscow.id.us

*Second Contact is required so we can contact you in case the first person is no longer with your agency

State Highway Route(s) if applicable NA

Beginning Mile Posts(s) if applicable Segment Code 006310 MP 2.06

Ending Mile Posts(s) if applicable Segment Code 006310 MP 1.70

Project Area ☐ Urbanized - Areas with population over 200,000
☒ Urban - Areas with population of 5,001 to 200,000
☐ Rural - Areas with population of 5,000 or less

Project costs:

Total Federal Funds: \$500,000
Total Local Match: \$325,000
Total Project Cost Estimate: \$825,000

Federal reimbursement requested for: (select all that apply)

- ☒ Design activities
- ☒ Construction activities

Preference 1			Preference 2	
Design			Design	
2023	☐		2023	☒
2024	☒		2024	☐
Construction			Construction	
2024	☐		2024	☒
2025	☒		2025	☐

Please provide a response for questions 1-9

1. (5 points) Provide a map clearly showing project limits
2. (pass/fail) Do you own the necessary Right-of-Way for your project? Applicant must document this with an ITD-1983 form. Do you have all necessary easements or access agreements been acquired for the project?
3. (pass/fail) If your project falls within railroad right-of-way, do you have a written agreement from the railroad supporting your project?
4. (25 pts) Project Description: Describe your project and demonstrate why it is important to your community. (Limit 1 page)
5. (10 pts) Planning and Readiness: Is this project in your jurisdiction's transportation plan and has it been updated in the last 5 years? Do you have an ADA Transition Plan? (agencies with less than 50 employees are not required to have an ADA Transition Plan) If this project is within an MPO boundary, have you coordinated with them on the scope of this project? Do you have a resolution from your jurisdiction's governing body committing to the project match? (Limit ½ page)
6. (15 pts) Mobility: Describe how this project will increase mobility in your community? Does it tie into an existing pedestrian system and/or provide connectivity? Will the project increase biking or walking trips? (limit ½ page)
7. (15 pts) Safety: Describe how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community. (Limit ½ page)
8. (15 pts) Economic Opportunity: Describe how this project will increase economic opportunities in to your local businesses in your community. Will the project provide a new connection to a business? Does the project close a gap in the system in a downtown district? (Limit ½ page)
9. (5 pts) Accessibility: Does this project remove a known barrier to accessibility? If on the state highway system is it identified in the ITD Pedestrian Accessibility Inventory? If on the local system, please describe (Limit 1/4 page)
10. (10 points) Do you have support from your community and/or neighboring agencies? (limit 5 pages)
 - a. If your project is within a Metropolitan Planning Organization (MPO) boundary, one of your five letters must be from your MPO indicating that this project is in alignment with the Metropolitan Transportation Plan.
 - b. If your agency is part of a regional transportation group or coalition, it is recommended to include a letter from them supporting your project.

Total: 100 points

Application Requirements:

- ☐ Signed page 5 from this application packet
- ☐ Responses to questions 1-10
- ☐ Pre-application checklist – signed by ITD or LHTAC TAP coordinator by January 13, 2022
- ☐ ITD-211 Environmental Screening Form – signed by LHTAC or ITD District Environmental Planner by January 13, 2022
- ☐ TAP estimating worksheet
- ☐ Letter or resolution from your agency stating a Match Commitment
- ☐ ITD 1983 form – ROW Certificate
- ☐ Letter of support from your MPO (if applicable)
- ☐ Agreement with the railroad (if applicable)

4. SCORING

4.1 SUGGESTED SCORING

1. Map; 5 pts
 - a. Excellent map clearly defining project limits; 4-5 pts
 - b. Map included, but project limits aren't clear ; 2-3pts
 - c. No map; 0 pts
2. Property Ownership; (pass/fail)
 - a. Agency owns the right-of-way and ITD-1983 is signed; pass
 - b. Agency has all necessary easements or access agreements, or indicates how and when the easement or access agreement will be acquired; pass
 - c. Agency does not own right of way; fail
 - d. Agency does not have all necessary easements or access agreements and does not indicate a timeline for acquisition; fail
3. Railroad; (pass/fail)
 - a. Project does not impact railroad right of way; pass
 - b. Project impacts the railroad right of way AND a the railroad has granted a right of entry or executed an encroachment agreement; pass
 - c. Project impacts the railroad and does not provide a written agreement; fail
4. Project Description; 25 pts
 - a. Excellent description of need, benefit, and impact to community; 20-25pts
 - b. Adequate description of need, benefit, and impact to community; 10-20pts
 - c. Poor description of need, benefit, and impact to community; 0-10pts
5. Planning and Readiness; 10 pts
 - a. Project is supported by a transportation plan and it's been updated w/in 5 years. The transportation plan has a written bicycle/pedestrian plan. Application includes a resolution from the governing body committing to pay the local match. MPO has been coordinated with and is supportive (if applicable); 7-10pts
 - b. Project is supported by a transportation plan and it's older than 5 years. Transportation plan does not have a written bicycle/pedestrian plan. Application includes resolution from governing body committing to pay the local match. MPO may or may not have been contacted (if applicable); 4-6 pts
 - c. No transportation plan. Application may or may not have a resolution from governing body committing to pay the local match. MPO may or may not have been contacted (if applicable); 0-3 pts
6. Mobility; 15 pts
 - a. Excellent description of how the project is building upon an existing pedestrian system and closing a gap in infrastructure; Project provides new/additional connectivity to residential, employment, recreation, education, or retail/dining; 12-15 pts
 - b. Average description of how the project is building upon an existing pedestrian system or closing a gap in infrastructure; 9-11 pts
 - c. Poor description of how this project will improve mobility; 0-8 pts

Scoring (cont'd)

7. Safety; 15 pts
 - a. Excellent description of how this project will improve safety for cyclists, pedestrians, children, and those with disabilities. Includes pedestrian and/or bicycle counts, crash data, remarks from the local police, etc; 12-15pts
 - b. Average description of how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community. Minimal additional hard data; 9-11 pts
 - c. Poor description of how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community; 0-9 pts
8. Economic Opportunity; 15 pts
 - a. Excellent description of how this project will improve economic opportunity by bringing more people to businesses and closes a gap in existing walking and biking infrastructure to improve usability in a downtown, revitalization, or business district; 12-15 pts
 - b. Average description of how this project will improve economic opportunity or project will not substantially increase the bike or ped traffic for businesses; 9-11 pts
 - c. Poor description of how this project will improve economic opportunity; 0-8 pts
9. Accessibility; 5 pts
 - a. This project removes an identified barrier to ADA accessibility 5pts
 - b. This project does not remove a barrier to accessibility 0 pts
10. Support; 10 pts
 - a. Five unique, diverse, and excellent letters or statement of support (if in an MPO, one of the letters should be from the MPO); 8-10 pts
 - b. Form letters or non-diverse letters of support; 4-7 pts
 - c. Less than five letters of support; 0-3 pts

1. (5 pts) Provide a map clearly showing project limits

A Map is attached in Appendix 02.

2. (pass/fail) Do you own the necessary Right-of-way for your project? Applicant must document this with an ITD-1983 form. Do you have all necessary easements or access agreements been acquired for the project?

This project takes place entirely within City of Moscow (City) Right-of-way. An executed ITD-1983 form is attached in Appendix 07.

3. (pass/fail) If your project falls within railroad right-of-way, do you have a written agreement from the railroad supporting your project?

This project does not fall within railroad right-of-way.

4. (25 pts) Project Description: Describe your project and demonstrate why it is important to your community. (Need, benefit, and impact to community). Limit 1 page

This project proposes to close the largest pedestrian services gap in a critical north-south corridor that has been in construction for many years over several different projects. The entire Mountain View Road corridor was proposed for the installation of sidewalk and bike lane as part of a larger roadway improvement application in 2017 in an unsuccessful TIGER grant. Since then the improvements have been constructed in a fragmented approach through both public and private funding that has left many gaps in the pedestrian travel way adjacent to a City arterial. The conclusion of the Mountain View Road project design which started in 2006 (KN: 13014) has reinforced the need to close some of the larger gaps along this corridor that is so essential to Moscow citizens as they commute to and from work, education, recreation, and services such as medical care that are concentrated in other areas of the City. In addition to connecting the rapidly growing north east corner of Moscow to the larger pedestrian network the proposed project would connect the residents to the fixed route public transportation network (SMART) which does not extend north of 'F' Street in this area (see attached Appendix 08) due to lack of pedestrian friendly infrastructure to facilitate a safe bus stop.

Moscow is seeing an increase in housing development, similar to growth patterns around the state. This growth comes with a twofold impact of increasing both vehicular and pedestrian traffic. This increase can have negative impacts on the system, and most notably, pedestrian safety. A 270-unit development at the north end of Sloanaker Drive has been calculated to increase trips in the project area by approximately 1,400 per day, or nearly 35% in daily traffic. Without this additional connection, residents of the northern developments who want a non-motorized commute into town will be forced to walk on the shoulder alongside an increasingly busy arterial with no protection or separation and residents who use a wheelchair or other accessibility device may be forced to use the roadway itself.

Completion of this project will connect the rapidly developing northeast corner of Moscow to a pedestrian network that will connect users to recreation (Hamilton Lowe Aquatic Center, MSD Community Playfields), education (55% of Moscow's students and 78% of K-8 grade students attend school within one mile of the area), commerce (downtown business district), and employment (medical

district, University of Idaho). Moscow has a vibrant non-motorized commuter culture with nearly 25% of residents walking or biking to work compared to a 12-city average for large, bicycle friendly cities of under 11%. It is critical the City continue to invest in the improvement and expansion of pedestrian networks and a TAP Grant award for the North Mountain View Road Pedestrian Improvements would help further that investment.

5. (10 pts) *Planning and Readiness: Is this project in your jurisdiction's transportation plan and has it been updated in the last 5 year? Do you have an ADA Transition Plan? (agencies with less than 50 employees are not required to have an ADA Plan) If this project is within an MPO boundary, have you coordinated with them on the scope of this project? Do you have a resolution from your jurisdiction's governing body committing to the project match? (Limit ½ page)*

This project is supported by the Moscow Multi-Modal Transportation Plan (Transportation Plan) in the areas of Mobility and Access, Economic Resilience, and Active and Healthy Living. This project is also directly mentioned as Complete Streets (CS) Project 7 and meets the criteria for sidewalk infill created by the current Transportation Plan. The Transportation Plan has a written bicycle/pedestrian section which was named the Active Transportation Strategy. Relevant pages from the various Transportation Plan sections are attached in Appendix 08. The Transportation Plan was adopted in July of 2014 and is scheduled to be updated in the near future. The City has an ADA Transition Plan for Facilities in the Public ROW which was approved in 2018 and is currently being updated. This project is not within an MPO boundary; however, we have included a letter of support from SMART, Moscow's public transportation provider (see attached Appendix 11). This project was recommended for approval at the January 13, 2022 Public Works/Finance Committee Meeting and approved at the January 18, 2022 Moscow City Council Meeting. Funding was authorized with an anticipated project cost of \$825,000 with the City planning to provide approximately \$325,000 to fund the cost over the maximum award. A match letter with the financial commitment is provided in Appendix 06.

6. (15 pts) *Mobility: Describe how this project will increase mobility in your community? Does it tie into an existing pedestrian system and/or provide connectivity? Will the project increase biking or walking trips? (limit ½ page)*

This project increases mobility in our community by closing the second largest pedestrian services gap in the Mountain View corridor. This 1,600-foot stretch of road was specifically identified as a barrier to a continuous, accessible north-south pedestrian corridor during the public outreach portion of the Transportation Plan (see attached Appendix 08). This project will connect Moscow residents to the larger pedestrian corridor, the Safe Routes to School (SR2S) recommended routes, and the fixed route transit system. Completion of the proposed route will provide a brand new connection from a fast growing residential area to businesses, parks, schools, and entertainment. The Mountain View Road pedestrian corridor has been constructed over several years and many different projects. Completion of the North Mountain View Road Pedestrian corridor, in combination with projects scheduled to complete Fall of 2022 would create a 1.5 mile long continuous pedestrian route that stretches from the City Limits in the north to the MSD Community Play Fields on Joseph Street to the south. The northeast edge of Moscow currently has some of the highest rates of Single Occupant Vehicle (SOV) commuters with a proportion of 61-84% (range from census block group). Given this fact and the current lack of connections the City would expect this project to increase walking and biking trips.

7. (15 pts) *Safety: Describe how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community. (Limit ½ page)*

With the anticipated increase of 1,400 vehicle trips per day due to the Sloanaker Road Subdivision (see attached Appendix 09) it is necessary to ensure the infrastructure is in place to both accommodate the increase in walking trips that are anticipated (Moscow has a combined walk/bike rate for residents travelling to work of nearly 25%) and provide additional protection for non-motorized users through the installation of off-street pedestrian facilities. The installation of separate pedestrian and bicycle facilities will help to expand pedestrian capacity and increase safety in the corridor by separating slower moving foot traffic from faster moving bicycles. In 2012, as part of the data collection that was performed to inform the Transportation Plan 2 hour volume counts of both pedestrians and bicycles were collected and while the 'F' Street and Mountain View Road intersection was not one of the locations the 'D' Street intersection one block to the south was recorded. To estimate the current year traffic the numbers were escalated by the City's typical growth factor of 1.4% per year. This approach does not account for additional increases due to developments or other improvements that could inflate the growth in the project area but it will provide a snapshot of the number of pedestrians that will be directly impacted by the proposed project. The 'D' Street intersection saw 51 pedestrians in the morning and 81 pedestrians in the evening.

The approach that was taken looking at the crashes in the area was to treat them all as if they could have involved a pedestrian due to the vulnerability of the walking and cycling public. To that end the City observed that in the project area 50% of the crashes in the 5 year window are fixed object or parked car crashes and while parking is not currently allowed on the southern portion of the proposed project near the 'F' Street intersection the northern portion does not have that restriction. The installation of curbing and on street bike lanes will result in the removal of parking for the remainder of the west side of the corridor. Installation of curb also has a Crash Reduction Factor (CRF) of 50±9% for fixed object crashes. Additionally, the installation of sidewalk has a CRF of 88±23% for all accidents involving pedestrians walking along the roadway which are the exact type of crashes that the City is looking to target with this pedestrian improvement.

8. (15 pts) *Economic Opportunity: Describe how this project will increase economic opportunities in to your local businesses in your community. Will the project provide a new connection to a business? Does the project close the gap in the system in a downtown district? (Limit ½ page)*

Moscow boasts an excellent rate of non-motorized commuters with nearly 19% of workers 16 and over choosing to walk, 6% choosing to bike, and 2% taking public transit as their main means of transportation to and from work making 27% of the population dependent on the kinds of connections that the North Mountain View Road Pedestrian Improvement project would provide. With the staffing difficulties currently facing Moscow businesses it is more critical than ever that potential employees have multiple reliable transportation methods that facilitate travel to and from work. The proposed project will provide connection to approximately 60 acres of residential properties with over 170 dwelling units and with full build out of the Sloanaker Subdivision this number will rise to 440 dwelling units. The proposed connection will provide a safe pedestrian route that will provide access to Alturas Technology Park, a former Urban Renewal Agency that represents over 200 skilled and semi-skilled positions; Eastside Marketplace a mixed use shopping center which is home to 23 businesses which

range from restaurants to environmental consulting firms; and Moscow's downtown business district which provides access to coffee shops, retail stores, gyms, and restaurants. Providing new or additional pedestrian routes to these areas from a largely residential area without well established pedestrian routes will provide significant economic opportunities in both directions. The businesses are provided access to additional customers, employees, or both and the residents are provided access to shopping, entertainment, and employment.

9. (5 pts) *Accessibility: Does this project remove a known barrier to accessibility? If on the state highway system is it identified in the ITD Pedestrian Accessibility Inventory? If on the local system, please describe (Limit ¼ page)*

This project removes a barrier to accessibility that is identified in the Transportation Plan and is specifically mentioned multiple times including: as a candidate for sidewalk construction due to the infill policy that prioritizes gaps in sidewalk within ¼ mile of public transit stops, as a bike lane and sidewalk improvement project in the capital improvement program, and as a bike network need in the community identified portion of the Transportation Plan (see attached Appendix 08).

10. (10 points) Do you have support from your community and/or neighboring agencies? (limit 5 pages)

This project has widespread support from within the community as it was directly requested as part of the Moscow on the Move activity during the creation of our current Transportation Plan (see attached Appendix 08). Four (4) letters of community support are also attached in Appendix 11

- a. If your project is within a Metropolitan Planning Organization (MPO) boundary, one of your five letters must be from your MPO indicating that this project is in alignment with the Metropolitan Transportation Plan.

The project is not within an MPO boundary.

- b. If your agency is part of a regional transportation group or coalition, it is recommended to include a letter from them supporting your project.

See Appendix 11 which includes a letter from SMART, Moscow's public transportation provider.

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE
3 - 4	PROJECT DETAILS

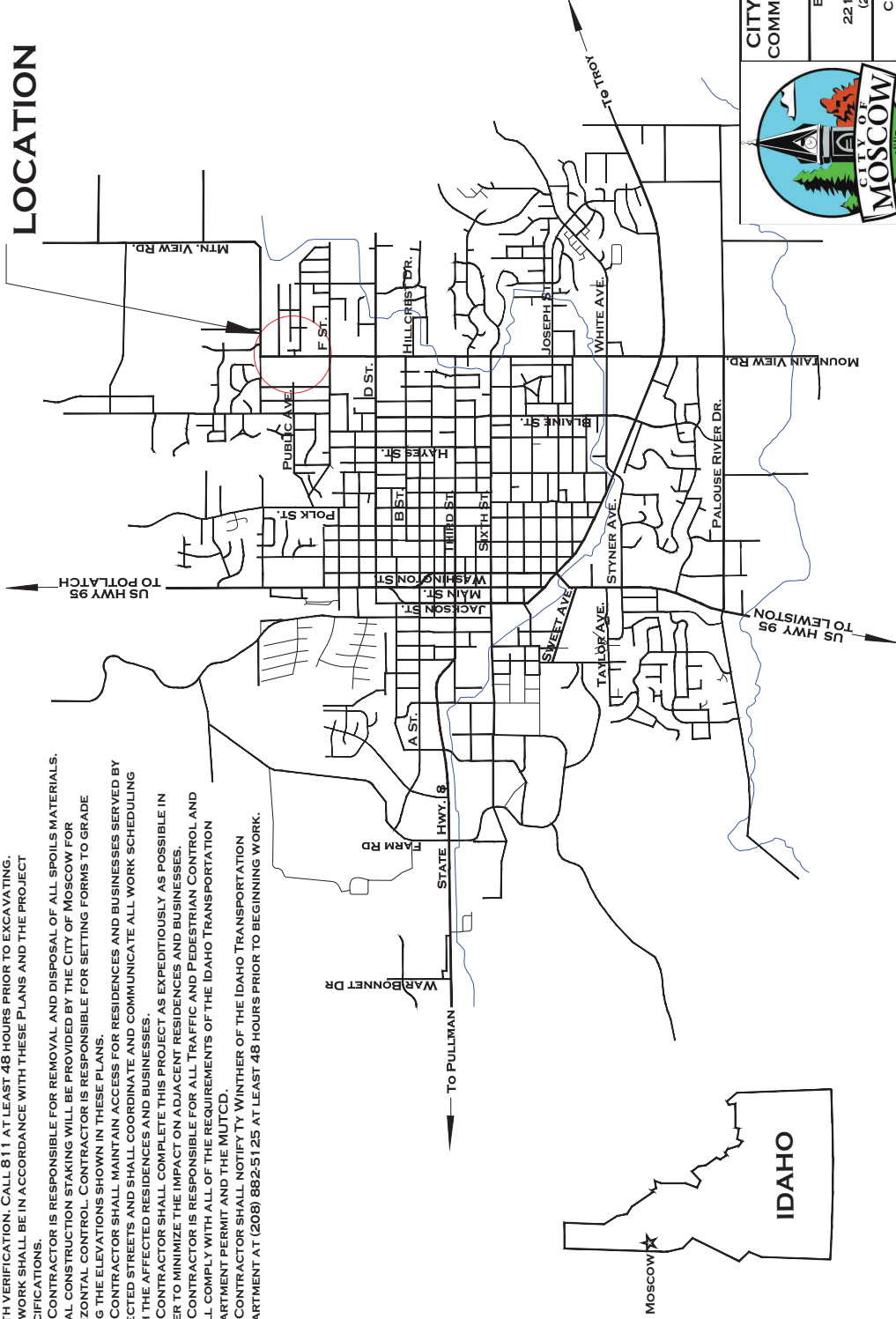
CITY OF MOSCOW TAP GRANT

NORTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES AND EXISTENT DEPTH VERIFICATION. CALL 811 AT LEAST 48 HOURS PRIOR TO EXCAVATING.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL SPOILS MATERIALS.
4. INITIAL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CITY OF MOSCOW FOR HORIZONTAL CONTROL. CONTRACTOR IS RESPONSIBLE FOR SETTING FORMS TO GRADE USING THE ELEVATIONS SHOWN IN THESE PLANS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENCES AND BUSINESSES SERVED BY AFFECTED STREETS AND SHALL COORDINATE AND COMMUNICATE ALL WORK SCHEDULING WITH THE AFFECTED RESIDENCES AND BUSINESSES.
6. THE CONTRACTOR SHALL COMPLETE THIS PROJECT AS EXPEDITIOUSLY AS POSSIBLE IN ORDER TO MINIMIZE THE IMPACT ON ADJACENT RESIDENCES AND BUSINESSES.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC AND PEDESTRIAN CONTROL AND SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE IDAHO TRANSPORTATION DEPARTMENT PERMIT AND THE MUTCD.
8. THE CONTRACTOR SHALL NOTIFY T.V. WINNIFER OF THE IDAHO TRANSPORTATION DEPARTMENT AT (208) 882-5125 AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.

PROJECT LOCATION



LEGEND

- FIBER OPTIC
- COMMUNICATION
- GAS
- POWER
- STORM SEWER
- SANITARY SEWER
- CURB & GUTTER
- TYPE A CURB
- LUMINAIRE
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- FIRE HYDRANT
- TRUNCATED DOMES
- PLANT MIX PATCHING
- CONCRETE PAVING
- PEDESTRIAN RAMP
- REINFORCED APPROACH
- RAMP SECTION
- LANDING SECTION
- ARC LENGTH



CITY OF MOSCOW COMMUNITY PLANNING & DESIGN	
ENGINEERING DIVISION 221 E. 2ND STREET (208) 883-7034	CITY ENGINEER SCOTT BONTRAGER

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SCALE: 1" = 40'	DATE: 10/20/2021	DRAWN BY: E. PETERSON	CHECKED BY: N.S. & S.B.
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**NORTH MOUNTAIN VIEW
PEDESTRIAN IMPROVEMENTS
PROJECT DETAILS
PROJECT NO. 000-021**

REVISIONS					
DATE	DRAWN BY:	DESCRIPTION	CHK'D BY:		
Job No.: 102-020		File Name: EP's CAD Template.dwg			



SIGNED AND DATED

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SCALE: 1" = 40'

DATE: 10/20/2021

DRAWN BY: E. PETERSON

CHECKED

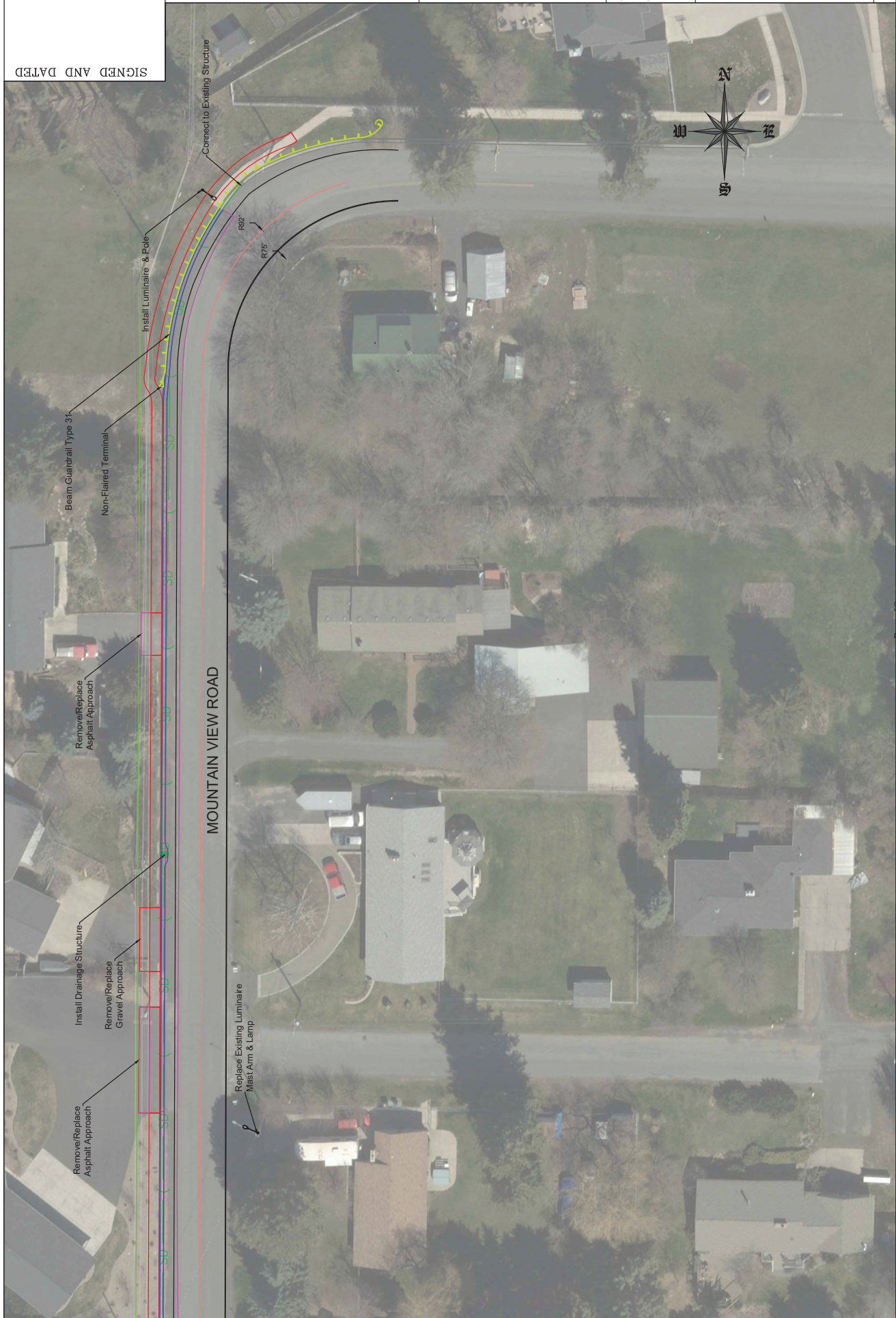
**NORTH MOUNTAIN VIEW
PEDESTRIAN IMPROVEMENTS
PROJECT DETAILS
PROJECT NO. 000-021**

REVISIONS		DATE	DRAWN BY:	DESCRIPTION	CHK'D BY:



**NORTH MOUNTAIN VIEW
PEDESTRIAN IMPROVEMENTS
PROJECT DETAILS
PROJECT NO. 000-021**

SIGNED AND DATED



PRE-APPLICATION CHECKLIST

All questions contained in this checklist are for infrastructure projects only and are to be completed in collaboration with the District TAP Coordinator.

PART 1: QUESTIONS

Applicant: City of Moscow			
Project Name: North Mountain View Road Pedestrian Improvements			
Project Manager: Scott Bontrager			
Contact Information for Project Manager: Email: sbontrager@ci.moscow.id.us, Phone: 208.883.7030			
Is the applicant an eligible sponsor?			☐ Yes ☐ No
Has the applicant previously completed a federal aid project?			☐ Yes ☐ No
Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements?			☐ Yes ☐ No
BICYCLE FACILITIES (IF APPLICABLE)			
Bicycle Facility description	☐ Shared use pathway ☐ Sharrow ☒ Striped bicycle lane ☐ Widened shoulder ☐ Other		
Width of pathway, bicycle lane, shoulder, etc.:	5 feet	Length:	1,600 feet
Distance from curb (for pathways):	NA		
Materials used:	☒ Asphalt ☐ Concrete ☐ Other		
Standards Used:	☐ AASHTO ☒ Idaho State Public Works Construction ☐ ITD ☐ Local		
This project is:	☒ part of road widening ☐ part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:			☐ Yes ☐ No
No here is sufficient right-of-way width to accommodate a 5' bike lane without narrowing.			
What is the plan for maintaining the facility after construction is complete?			
City of Moscow will maintain the bike lane after construction is complete.			
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:			☐ Yes ☐ No
Developments are required to build sidewalk and/or bike lanes and builders who make substantial improvements to their structures are required to update their frontage to include sidewalk.			
PEDESTRIAN FACILITIES (IF APPLICABLE)			
Pedestrian Facility description	☐ Sidewalk ☒ Sidewalk with curb and gutter ☐ Pathway ☐ Other		
Width of pathway, bicycle lane, shoulder, etc.:	5 feet	Length:	1,600 feet
Distance from curb (for pathways):	NA		
Materials used	☐ Asphalt ☒ Concrete ☐ Other		
Number of curb ramps:	One		
Standards Used:	☐ AASHTO ☒ Idaho State Public Works Construction ☐ ITD ☐ Local		
This project is:	☒ part of road widening ☐ part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:			☐ Yes ☐ No
No here is sufficient Right-of-way width to accommodate a 5' sidewalk without narrowing.			
What is the plan for maintaining the facility after construction is complete? The sidewalk will be maintained by the respective property			

owners. Pedestrian ramps will be maintained by the City of Moscow.	
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:	☐ Yes ☐ No
Developments are required to build sidewalk and/or bike lanes and builders who make substantial improvements to their structures are required to update their frontage to include sidewalk.	
RIGHT-OF-WAY	
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired.	☐ Yes ☐ No
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.	☐ Yes ☐ No
ENVIRONMENTAL	
Is it apparent that the project will meet the environmental criteria for Categorical Exclusion?	☐ Yes ☐ No
Is it apparent that the proposed project will require extensive cultural clearance?	☐ Yes ☐ No
Is it apparent that supplemental environmental documentation will be required to support a Categorical Exclusion determination?	☐ Yes ☐ No
For example: ☐ Wetlands ☐ Endangered Species ☐ Other	
Is it apparent that the project will cause an adverse effect to environmental resources? If yes, explain:	☐ Yes ☐ No
Are there any permitting requirements for the project? If yes, explain:	☐ Yes ☐ No
The City of Moscow will require a ROW permit fro EMS notification but will waive the fees.	
UTILITIES	
Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.	☐ Yes ☐ No
We anticipate minor adjustments to the overhead utility poles to provide bases for the illumination system.	
IRRIGATION	
Is it apparent that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated.	☐ Yes ☐ No

PART 2: FORMS

- A. Environmental Screening Form
- B. Right-of-Way Certification
- C. TAP: Project Estimating Worksheet (used during application process to establish initial estimate)
- D. ITD-1150: Project Cost Summary Sheet (for infrastructure projects and used during development stage)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.
2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15%

would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

- E. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
- F. Has a traffic safety issue been identified in this project application? If so, knowing if the applicants and/or their community based law enforcement partners are already working with the ITD Office of Highway Safety (OHS) traffic safety grant programs. If so, please provide project Key Number and verify that the Scope of Work for that project is primarily connected with the area in the TAP application.
- G. Project Schedule (for infrastructure projects)

PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of \$10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.
2. Minimum wage requirements (**Davis-Bacon Act**) and anti-kickback requirements (**Copeland Act**) for construction contracts in excess of \$2,000. Records must be kept to show compliance.
3. No use of federal funds for lobbying, for construction contracts in excess of \$100,000.
4. National Environmental Policy Act (**NEPA**).
 - a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
 - i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
 - ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
 - iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
 - iv. Contact District Environmental Staff (listed at <http://itd.idaho.gov/enviro/District.Staff.htm>) for assistance with navigating the environmental review process.
5. Compliance with audit requirements:

- a. An entity expending \$500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
 - b. An entity whose annual budget (from all sources) exceeds \$250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
 - c. An entity whose annual budget (from all sources) exceeds \$100,000 but does not exceed \$250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
 - d. An entity whose annual budget (from all sources) exceeds \$50,000 but does not exceed \$100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
 - e. An entity whose annual budget (from all sources) does not exceed \$50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.
6. Compliance with **Americans with Disability Act** requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.
 7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

For the costs of a:	Use the principles in:
State, Local or Indian Tribal Government	2 CFR 225
Private, nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular	2 CFR 230
Educational institution	2 CFR 220
For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.
9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least \$500,000.00 per occurrence, and \$1,000,000.00 aggregate.

District TAP Coordinator Endorsement

According to the information provided by the sponsor and in this Site Checklist, the Idaho Transportation Department district office endorses this project as a potential TAP project candidate and would offer full support if project is selected.

Endorsement:  LHTAC 1/18/2022
District TAP Coordinator District Date

Appendix 04:Environmental Screening Form

ITD 0211 (Rev. 9-10)
itd.idaho.gov

Environmental Screening

For Community Transportation Enhancement (CTE),
Safe Routes to School (SR2S) and Scenic Byway Projects



Background - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

Responsibility - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

Purpose of Form - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

Contacts - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.)	Project Name/Location	Yes	No
Bike/pedestrian path	Mt. View Road 'F' St. to Sloanaker Dr.		
Right of Way/Property Impacts - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood?		☐	☒
Explain:			
Traffic - Does the project add traffic lanes or traffic capacity?		☐	☒
Explain:			
Ground Disturbance - Does the project disturb more than one acre of land?		☐	☒
Explain:			
Stormwater - Where does the water (rain, snowmelt) from this project area drain?			
☐ Sheet flows to surface waters (canal, stream, lake) ☐ Conveyed by ditch or pipe to surface waters ☒ Storm Sewer System (Municipal system) ☐ Infiltrate in Place (retention pond or topography with no drainage outlet [low area]) ☐ Other – if none of the above conditions			
Explain:			
Surface Waters - Does the project site contain any boggy, swampy, or wetland areas?		☐	☒
Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body?		☐	☒
Explain:			
Cultural Resources - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site?		☒	☒
Explain: There are structures over 45 years of age adjacent to the project area.			

	Yes	No
Section 4f - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information. Explain:	☐	☒
Hazardous Waste - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project? Explain:	☐	☒
Public Involvement - Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?) Explain:	☐	☒
Irrigation - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering. Explain:	☐	☒
Right of Way Encroachment - Are there any signs, trees or other features you plan to locate within ITD right of way? Explain:	☐	☒
Offsite Work - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work? Explain:	☐	☒
Describe any other known or suspected environmental issue that has not been covered		
Preparer's Printed Name <i>Kyle Steele</i>	Title <i>Env. Succ. Manager</i>	Agency or Firm <i>City of Moscow</i>
Signature <i>K Steele</i>		Date <i>1/13/22</i>

- ITD Use Only -

Recommendation

- ☐ Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.
- ☐ Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.
- ☐ There was not enough information in the project application and on this form to assess potential environmental issues.

Comment

Printed Name <i>JoEllen Ross-Hauer</i>	Title District Environmental Planner	
Signature <i>JoEllen Ross-Hauer</i>	Date <i>1/18/2022</i>	

Appendix 05: TAP
Estimating Worksheet

TAP: Project Estimating Worksheet (Infrastructure)

Project Name: North Mountain View Pedestrian Improvements

Instructions:

- * Only input information in grey shaded areas below only.
- * Enter 0 in the percentages column if not seeking federal participation.
- * For infrastructure projects, the maximum federal funding is \$500,000.00.
- * Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.
- * The minimum local match amount is 7.34% of total project cost.
- * Local match is limited to cash only. In-kind contributions are not eligible.
- * Initial sponsor cash match payment is due prior to execution of the State and Local Agreement and counts towards the local cash match. (See amount below)

Proposed Funding Match Rates	
Local	7.34%
Federal	92.66%

Infrastructure Project				Local Portion		Federal Portion	
Phase Code	Description (Include amounts for federal-aid items only)	Total Project Cost Percentage	Project Totals	Proposed Local Match Percentage	Local Cash Match	Proposed Federal Percentage	Federal Amount Requested
CN	Preliminary Construction Estimate (PCE) (Construction cost only)		\$515,000.00		\$37,801.00		\$477,199.00
CN	Construction Contingency 20% of PCE (Quantity overruns, change orders)	20.00%	\$103,000.00		\$7,560.20		\$95,439.80
CE	Construction Engineering - Construction ITD construction admin. Expenses minimum \$4,500 (3% - 10% of PCE depending on the complexity of the project)	0.58%	\$3,000.00		\$220.20		\$2,779.80
CL	Construction Engineering - Construction LHTAC construction admin. Expenses minimum \$10,000 depending on the complexity of the project	1.94%	\$10,000.00	7.34%	\$734.00	92.66%	\$9,266.00
CC	Consultant Construction Inspection (Consultant) 5% - 20% of PCE or \$30,000 minimum (Consultants shall be selected through ITD established procedures)	20.00%	\$103,000.00		\$7,560.20		\$95,439.80
PE	Preliminary Engineering - ITD Design ITD Expenses minimum \$4,500 (3% - 10% of PCE depending on the complexity of the project)	0.58%	\$3,000.00		\$220.20		\$2,779.80
PL	Preliminary Engineering - LHTAC Design Expenses: \$10,000	1.94%	\$10,000.00		\$734.00		\$9,266.00
PC	Preliminary Engineering - Consultant design Expenses: \$30,000 - \$90,000 (Approximately 5% - 30% of PCE based on complexity of project design)	15.00%	\$77,250.00		\$5,670.15		\$71,579.85
Total Estimate (Infrastructure):			\$824,250.00		\$60,499.95		\$763,750.05

City of Moscow is comitted to fund the cost over \$500,000 from Roadway Improvement capital accumulation.

Total Project Estimate	Total Local Match	Total Federal Match
\$824,250.07	\$60,499.95	\$763,750.05
Exceeds maximum federal limit-increase local match!		

Initial cash match payment (10% of Total Local Match, \$3,500 minimum): \$6,050.00

Funding Year		
Activity	Fiscal Year (Option 1)	Fiscal Year (Option 2)
Design	FY24	FY23
Construction	FY25	FY24

* In this section, indicate the fiscal years in which the project will be designed and constructed. Design activities should occur one year prior to construction. For scheduling flexibility, provide two options.

Fiscal Year - The fiscal year is the accounting period for the federal government which begins on October 1 and ends on September 30. The fiscal year is designated by the calendar year in which it ends; for example, fiscal year 2016 begins on October 1, 2015 and ends on September 30, 2016.



Heart of the Arts



Art Bettge
Mayor

Sandra Kelly
Council President

Maureen Laflin
Council Vice-President

Hailey Lewis
Council Member

Julia Parker
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member



Bill Belknap
City Supervisor



City of Moscow, City Hall
c/o Bill Belknap, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



January 20, 2022

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow – 2021 Transportation Alternatives Program (TAP) Grant Request
Priority No. 1

Dear TAP Selection and Evaluation Committee:

The City of Moscow is pleased to submit a funding request for the 2021 Transportation Alternatives Program (TAP) Priority No. 1 – Infrastructure Project.

The City is requesting \$500,000 in funding which is 39% of the total project costs of \$825,000. The City is committing to provide \$325,000 in cash match to fund this project.

On behalf of the City of Moscow, I want to thank the Evaluation Committee and the LHTAC in advance for considering our request and for the opportunity to apply for these funds to protect the lives and well-being of Moscow's residents.

Please feel free to contact me if you have any questions.

Sincerely,

Bill Belknap
City Supervisor
PO Box 9203 - 206 E. Third Street
Moscow, ID 83843
p - 208.883.7011
e – bbelknap@ci.moscow.id.us
w - www.ci.moscow.id.us

Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

Idaho Transportation Department

Key Number TBD	Project Number TBD	Project Name North Mountain View Road Pedestrian Improvements
Local Public Agency City of Moscow		

Right of Way is Not Required

- ☒ All roadway work will be done within the existing right of way.
- ☐ No utilities are involved in this project and, _____, _____, _____, will be retained and protected.
- ☒ 1 (Number) utilities are impacted and agreements are in place.

Right of Way is Required

Number of ownerships acquired _____ Total amount paid \$ _____

- ☐ (Number) Temporary Easements are required, but will be acquired by the Sponsor.

Number of parcels in condemnation or pending final settlement _____

Number of Relocations _____

- ☐ No utilities are involved in this project
- ☐ _____ (Number) utilities are impacted and agreements are in place for _____, _____,
_____, _____, _____, _____, _____, _____, _____
_____ utilities.

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

I hereby certify that I have no knowledge of any previous hazardous materials use, or contamination discovered, on any of the lands to be utilized on this project.

Agency Contact's Name (Printed) Alisa Anderson	Phone Number 208.883.7600	E-Mail Address aanderson@ci.moscow.id.us	
Attester's Signature (Clerk or Secretary)  Clerk	Date 01/18/2022	Chairman, President, or Mayor's Signature  Mayor	Date 01/18/2022

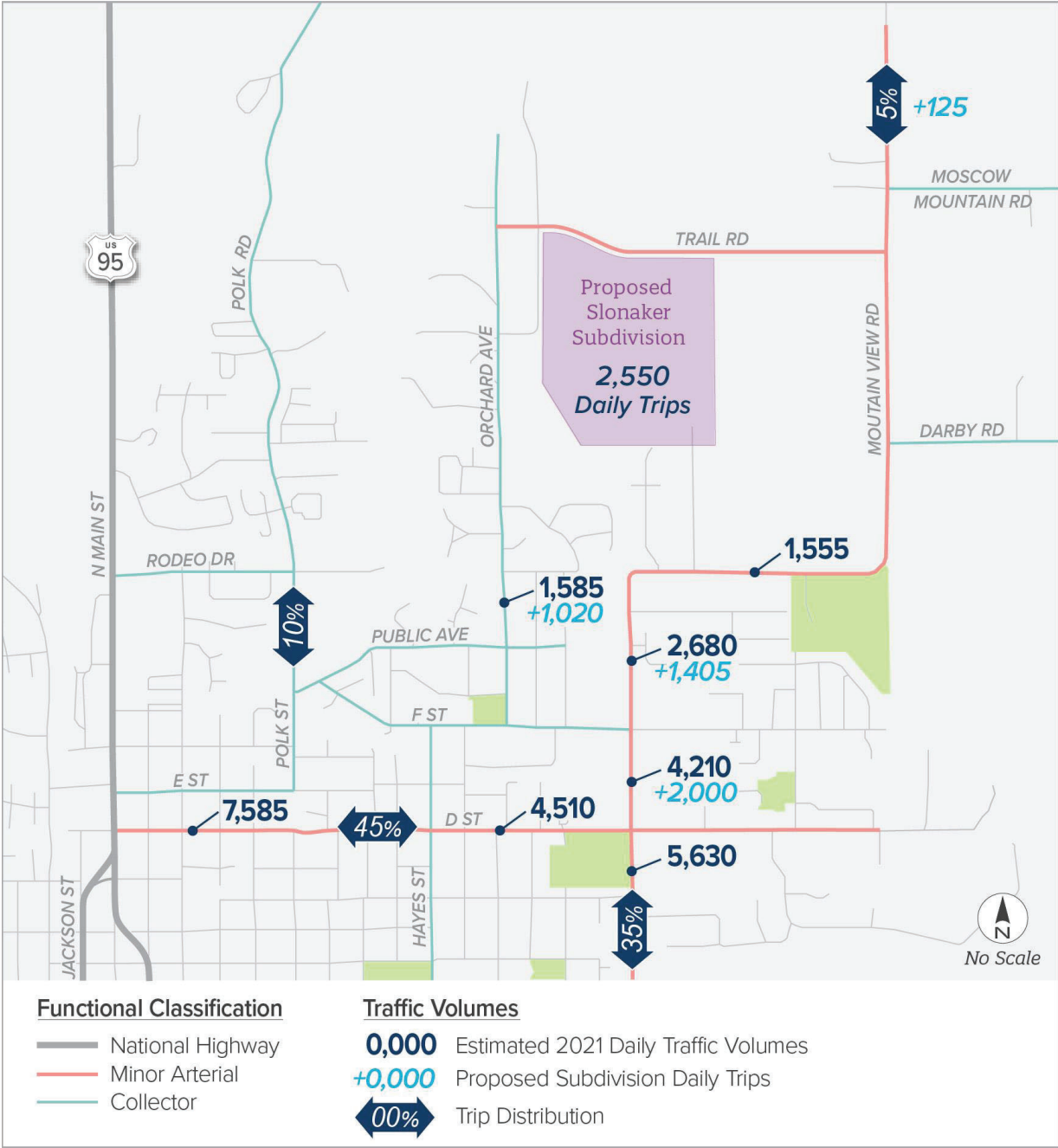


FIGURE 1. PROPOSED SUBDIVISION DAILY TRIP DISTRIBUTION

Transportation Alternatives
Project Schedule

Project Function	Year Quarter	2023				2024				2025			
		Jan- Mar	Apr- Jun	Jul- Sep	Oct- Dec	Jan- Mar	Apr- Jun	Jul- Sep	Oct- Dec	Jan- Mar	Apr- Jun	Jul- Sep	Oct- Dec
State/Local Agreement				X	X								
Obligate Design Funds					X								
Project Charter					X	X							
Environmental Evaluation						X							
Cultural Resources Evaluation						X							
Design Project							X	X					
Approval of plans, specifications & engineer's estimate								X	X				
Obligate Construction Funds									X				
Advertise & Award construction project										X			
Contract award											X		
Construct Project											X	X	
Project Completion													X

Appendix 11: Letters of Support

January 18, 2022

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow – 2021 Transportation Alternatives Program (TAP) Grant Request -
Priority No. 1

Dear TAP Selection and Evaluation Committee:

I live on Daves Avenue, a side street perpendicular to Mountain View Road in the project area where the City of Moscow is applying for TAP funding to construct a sidewalk, green strip, curb and gutter.

I have been an Idaho school teacher for 34 for years. Most of my time teaching has been spent in the Moscow School District (MSD) where I currently teach special education and until this year, driver's education. I am a bicyclist and walk and drive throughout all the streets within the city limits of Moscow.

As a driver's education teacher, it was my job to teach students how to safely drive and operate a vehicle, along with teaching my students the importance of being defensive, alert drivers who aware of their surroundings all the time. This included searching and scanning constantly, watching for people walking and biking. In addition, I spent many hours in a driver's education car with young teenagers teaching them to physically operate a vehicle. Due to the lack of sidewalks and bike lanes, Mountain View Road was taught as a high-risk area and caution was needed at all times.

This section of Mountain View from "F" Street to Slonaker Drive on the west side is one of the most dangerous sections of roadway in the city. It is a high traffic section of roadway lacking a safe place for pedestrians to walk and bike. With insufficient lighting this area is very dark at night, and trees and shrubs grow right up to the edge of the street concealing multiple residential driveways where vehicles back out onto Mountain View Road. As a cyclist or pedestrian, it is difficult to see them until they are in the roadway.

This section of Moscow is one of the busiest pedestrian and cyclist areas in the city for both adults and youth to walk and cycle in. There are public transit bus stops, four public schools (the charter, middle, and two elementary schools), along with most of the city fields and courts (football, baseball, and soccer fields in addition to tennis courts) and the only school gym that is used for indoor sports to include volleyball, basketball, and wrestling. The addition of these roadway improvements is critical to this area as the City's residential growth is now expanding north. Mountain View Road is the only direct access street to these new developments where there are plans to build hundreds of new homes.

As a resident of Moscow living in this area, I have had many close calls walking and riding my bike along this stretch of Mountain View Road. I fully support the City's grant application and urge that the project be funded. This request will fill a gap in providing a safe travel route in one of Moscow's busiest travel corridors and the hub for most MSD's afterschool programs, not just athletics but many other community events. Please feel free to email me if you have any questions.

Best Regards,


Carolyn Fordham
1650 Daves Avenue
Moscow, ID 83843
ccarrot25@hotmail.com



Moscow School District #281

650 N. Cleveland St. Moscow, ID 83843 (208) 882-1120 fax (208) 883-4440 www.msd281.org

Dr. Gregory J. Bailey, Superintendent

Carrie Brooks, Curriculum Director
Jennifer Johnson, Business Manager

Charlie Gerke, Operations Director
Shannon Richards, Special Services Director

January 18, 2022

Administration
650 N. Cleveland
Moscow, ID 83843
208.882.1120
AX: 208.883.4440

Moscow High School
402 E. Fifth Street
Moscow, ID 83843
208.882.2591
AX: 208.892.1136

Moscow Middle School
1410 East D Street
Moscow, ID 83843
208.882.3577
AX: 208.892.1182

Lena Whitmore Elementary
110 S. Blaine
Moscow, ID 83843
208.882.2621
AX: 208.892.1202

.B. McDonald Elementary
2323 East D Street
Moscow, ID 83843
208.882.0228
AX: 208.892.1216

J. Russell Elementary
119 N. Adams
Moscow, ID 83843
208.882.2715
AX: 208.892.1241

West Park Elementary
510 Home Street
Moscow, ID 83843
208.882.2714
AX: 208.892.1259

Paradise Creek Regional High School
1314 S. Main
Moscow, ID 83843
208.882.3687
AX: 208.882.6815

Support Services Facility
AX: 208.892.1265
Location:
2245 White Avenue
Facilities
208.892.1129
Food Service
208.892.1123
Transportation
208.882.3933

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow – 2021 Transportation Alternatives Program (TAP) Request No. 1 – Infrastructure Project

Dear TAP Selection and Evaluation Committee:

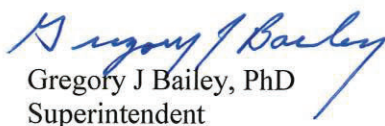
On behalf of the Moscow School District #281 (MSD), I am submitting this letter of support and participation for the City of Moscow's funding request to address an "unsafe pedestrian walking/biking" area on a very busy travel route to several of the MSD's schools and recreational facilities. The proposed project located on Mountain View Road between "F" Street and Sloanaker Drive consists of a busy roadway that lacks pedestrian infrastructure to safely allow school-aged children to walk/bike to school. The project will close a gap in the north-south corridor of Mountain View Road which is a rapidly growing area from increased residential developments near schools and several city parks.

MSD and the City have a long-standing collaborative relationship with projects which provide safe travel routes to schools and recreational facilities for Moscow students. The proposed project will close a critical gap and provide a continuous north-south route with curb, gutter, green strip, and sidewalk on the west side of Mountain View Drive. The MSD strives to provide an educational setting that allows students to have a safe environment with access to a multitude of extra-curricular activities. The proposed project elements for the City's TAP 2021 No. 1 Grant application furthers these goals by providing pedestrian improvements in centralized "school zone" location which expands on previous safety improvements for students.

The Mountain View Road corridor is a main travel route for many students of the MSD. The proposed safety improvements would guard students from vehicular traffic and provide a barrier to protect younger children traveling to and from school. The MSD commits to working in conjunction with the City to notify students and parents about the proposed improvements if the funding request is approved. Additionally, we will assist in public outreach prior to and during construction in order to decrease the congestion in the school zone and to make sure all are informed of the new safety improvements.

We strongly support the City's request for these crucial pedestrian safety improvements to this busy, highly traveled corridor which connects multiple schools and other locations where children play such as parks and community centers. On behalf of the MSD, I want to thank you in advance for your consideration and support of this request which is critical to the safety of our students.

Sincerely,


Gregory J. Bailey, PhD
Superintendent



January 18, 2022

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow - 2021 Transportation Alternatives Program (TAP) Request No. 1 - Infrastructure Project

Dear TAP Selection and Evaluation Committee:

On behalf of SMART, Moscow's public transportation provider, I am writing this letter of support for the City of Moscow's grant request for TAP funding on Mountain View Road north of our fixed route stop on "F" Street to Sloanaker Drive. Many of our passengers walk and/or bike to this bus stop to travel throughout Moscow. The passengers that use this stop are very diverse and some have a need for ADA accessible infrastructure to travel to this bus shelter. The proposed improvements will provide a safe ADA route for riders to travel to the stop. The Mountain View Road corridor is traveled by our fixed-route bus service multiple times per day five days a week and is also used by our dial-a-ride service several times per day. The accessibility improvement along this corridor which close gaps to provide safe travel routes benefit all of our riders to access various stops on the fixed route.

SMART Transit works closely with the City in providing public transit services throughout Moscow and collaborates on projects and improvements to include the installation of bus shelters and other amenities on the fixed routes. The fixed route stop on the corner of Mountain View and "F" Street is used by several students of the Moscow School District (MSD) to travel to and from school as we have stops located near elementary schools and youth activity centers to include the Moscow Charter School, Moscow Middle School, High School, football, baseball, and soccer fields, tennis courts and the City's recreation and aquatics centers. The grant request from the City for the TAP proposed project includes many elements that will assist our drivers and passengers in traveling to stops on pedestrian/bike friendly route that is separated from the vehicular traffic by installing curb, gutter, and green strips in addition to sidewalk.

We strongly support the City's request to implement these pedestrian safety improvements to the Mountain View Road corridor and encourage the TAP Committee to fund this request. Thank you for the opportunity to provide our input and support of this very important project to protect the citizens of our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Aiman", is written over the word "Sincerely,".

Ben Aiman, Executive Director
SMART Transit



**COLLEGE OF EDUCATION, HEALTH
AND HUMAN SCIENCES**

Department of Movement Sciences
875 Perimeter Drive MS 2401
Moscow ID 83844-2401

208.885.7921
movementsciences@uidaho.edu
uidaho.edu/ed/mvsc

January 18, 2022

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow–2021 Transportation Alternatives Program (TAP) Request No. 1–Infrastructure Project

Dear TAP Selection and Evaluation Committee:

The University of Idaho (UI) has worked with City of Moscow (City) and the Moscow School District (MSD) since 2008 implementing and coordinating the Safe Routes to School Program (SRTS). During this period of time, UI SRTS has partnered with the City in their efforts to construct multiple infrastructure projects with grant funds awarded by the Idaho Transportation Department (ITD) to provide safe walking and biking routes to schools in MSD. The UI SRTS has received continuous grant funding from ITD since 2008 to build and maintain the Education, Encouragement and Evaluation components of the SRTS program. The completed infrastructure has benefited the community greatly as more children are able to walk and bike safely to school.

The City of Moscow staff have identified the area of Mountain View Road from 'F' Street to Slonaker Drive as an excellent candidate for a Transportation Alternatives Program (TAP) grant. The current scope of the project includes the installation of approximately 1,600 LF of curb, gutter, green strip, and sidewalk on the west side of Mountain View Road from 'F' Street to Slonaker Drive. The proposed improvements would close the second largest gap in the Mountain View pedestrian corridor and connect two existing pieces of pedestrian infrastructure, creating an additional north-south pathway for non-motorized road users. This will provide increased pedestrian access to parks (Morgan's Orchard, Mountain View Park), recreation facilities (Hamilton Lowe Aquatic Center, Hamilton Indoor Recreation Center), and educational facilities (Moscow Middle School, Moscow Charter School, McDonald Elementary, St Mary's School). The funding request being submitted by the City for 2021 TAP incorporates many built environment engineering improvements which close gaps in the SRTS travel area which are needed to reduce barriers for children walking and bicycling to school and to physical activity and recreational opportunities.

Currently, students and families often avoid this busy corridor and choose vehicles over active travel modes. These improvements will provide greater active travel access, improve safety, and help change the travel norms in Moscow. As the SRTS host for Moscow our commitment to participate with the City's proposed project will be to update the SRTS maps and provide materials to the surrounding schools and PTA's about the new infrastructure and encourage use of the new route for students walking/biking to school and recreational facilities.

On behalf of the Moscow SRTS program, we support the City's request for these critical pedestrian safety improvements in this centralized school zone area encompassing elementary, charter, and middle schools and several school district recreational areas. Thank you for the opportunity to support this very important funding request.

Sincerely,

Helen Brown, MPH, RDN
Associate Clinical Professor, Movement Sciences

To enrich education through diversity, the University of Idaho is an equal opportunity/affirmative action employer.

January 18, 2022

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow – 2021 Transportation Alternatives Program (TAP) Grant Request -
Priority No. 1

Dear TAP Selection and Evaluation Committee:

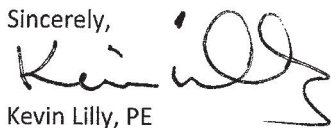
I live on Slonaker Drive which is a residential street located adjacent to the end of the proposed improvement to Mountain View Road in the project area where the City of Moscow is applying for TAP funding to construct sidewalk, green strip, curb and gutter.

I am a retired engineer having spent a majority of my working years employed by the Idaho Transportation Department, District II Office, and with Moscow as the City Engineer until I retired two years ago. A good share of my time with Moscow was spent working to design and find funding to improve Mountain View Road from State Hwy. 8 to the end of the City limits at Mountain View Park.

I was the engineer of record that worked with a consulting firm to prepare Moscow's first formal transportation plan called "Moscow on the Move." This plan identified numerous areas on Mountain View Road and adjacent streets connecting to this corridor that desperately needed improvements and/or installation of new infrastructure in order to create a safe vehicular travel route and also pedestrian and bike friendly improvements to allow all to travel safely together. During my time with the City, myself and the engineering and grants staff worked extremely hard to fund projects on this corridor but were only able to do sections of improvements at one time to include the project to be completed this summer from Sixth Street to north of Joseph which will encompass a full complete street design of the corridor to include a round-a-bout at 6th Street and Mountain View. Since my retirement, City staff have continued to diligently find ways to financially support on-going improvements to Mountain View which is currently the busiest arterial corridor in the City that travels north south. This section of Moscow also houses a majority of the schools and recreational facilities that are used by all school-aged youth.

The addition of the proposed roadway improvements to the existing gap is crucial to this area as the City's residential growth is now expanding north and Mountain View Road is the only direct access street to these new developments to build hundreds of new homes. I am now a concerned citizen and strongly advocate for the completion of the Mountain View corridor and urge the Committee fund this request that will fill a gap in providing a safe travel route in one of Moscow's busiest travel corridor's and the hub for a majority of MSD's afterschool programs in not just athletics but many other community events. Please feel free to email me if you have any questions.

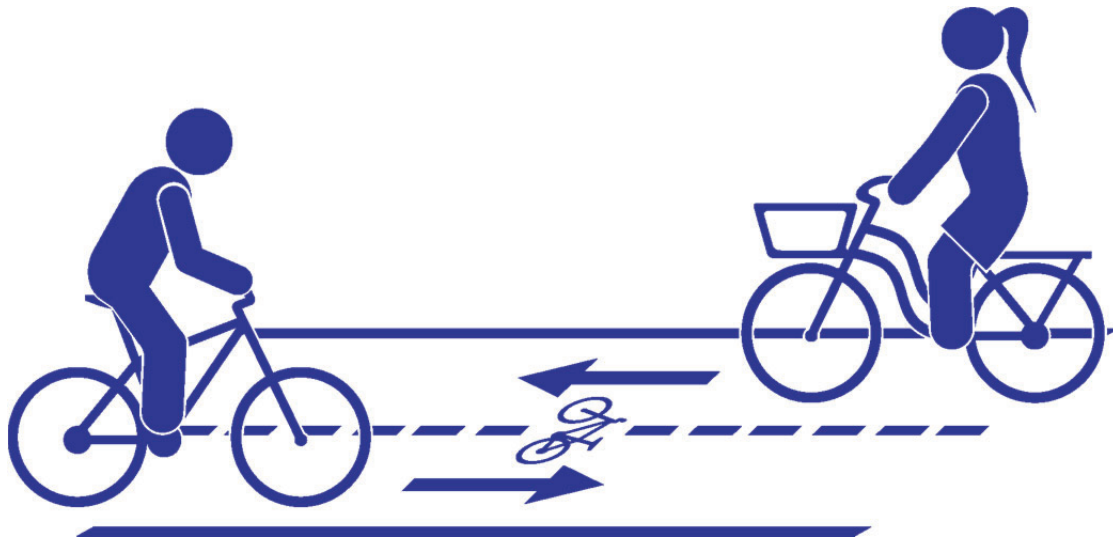
Sincerely,



Kevin Lilly, PE
1009 Slonaker Drive
Moscow, ID 83843
klilly5@gmail.com

Transportation Alternatives Program (TAP): 2021 Application – Infrastructure Projects

Submittal Deadline: **Thursday, January 20, 2022, 4:00 pm MST**



Local Highway Technical Assistance Council

3330 Grace Street
Boise, Idaho 83703
208-344-0565
Fax 208-344-0789



INCLUDED IN THIS PACKET

1. [APPLICATION INFORMATION](#)

- 1.1 [Program Background](#)

2. [PROGRAM GUIDANCE](#)

- 2.1 [Program Guidance for 2021](#)

3. [APPLICATION](#)

- 3.1 [Application Questions](#)

4. [SCORING](#)

- 4.1 [Suggested Scoring](#)

1. APPLICATION INFORMATION

1.1 PROGRAM BACKGROUND

The Local Highway Technical Assistance Council (LHTAC) in partnership with the Idaho Transportation Department is now soliciting applications for the Transportation Alternatives Program (TAP) to add projects to fiscal years 2024 and 2025. The purpose of TAP funding is to provide for a variety of alternative transportation projects and to advance ITD's strategic goals of Mobility, Safety and Economic Opportunity. The TAP program provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school educational projects. \$3.5M is available each year with up to 95% going toward infrastructure projects with the rest funding non-infrastructure Safe Routes to School (SR2S) projects. The \$3.5M annual funding allocation is based from the FAST Act. If Congress approves a new transportation funding bill, then the amount dedicated to TAP may change, impacting fiscal years 2022 and beyond.

ELIGIBLE PROJECTS:

- Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation.
- Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.

Examples of eligible projects:

- Paths/sidewalks along or adjacent to an existing roadway
- Connecting sidewalks/paths between two terminal points
- Curb ramps and other horizontal and vertical barriers to accessibility
- Pedestrian crossing facilities across an existing roadway including signing and/or signalization
- Reconstructing an existing non-compliant pathway or sidewalk
- Pedestrian bridges or underpasses

APPLICATION:

The application for the Transportation Alternatives Program is included in this package, and can be found on the LHTAC website, www.LHTAC.org, under the Programs tab, then TAP Program.

The application is due Thursday January 20th at 4:00 p.m. (MST) and should be submitted electronically in a single PDF file to applications@lhtac.org. The applications will be scored by the Transportation Alternatives Program (TAP) Selection and Evaluation Committee. Applicants will be notified of award in March 2022.

Limit two applications per eligible applicant.

FUNDING:

Standard TAP infrastructure awards are capped at \$500,000 in Federal-aid (plus 7.34% local match). You may submit up to two applications, however only one application will be funded per Jurisdiction. If a new transportation bill increases the size of the TAP funding, jurisdictions with a second application will be allowed a second award this application cycle. Preliminary drafts of the new Federal transportation bill show the program funding increasing, beginning with FY22. Because of this, multiple applications are encouraged. Jurisdictions may submit one application for a Large TAP project (up to \$1M in federal funds), but if awarded, the jurisdiction would not be eligible for a standard TAP project award this application cycle. Competitive Large TAP projects are projects that are not easily scalable. Examples of Large TAP projects should include large elements like pedestrian bridges, underpasses, or pedestrian tunnels. Large TAP applications count toward the two-application limit per jurisdiction.

2. PROGRAM GUIDANCE

2.1 PROGRAM GUIDANCE FOR 2021

Statement of Purpose: To share guidelines for the Transportation Alternatives Program

Program Administration Team: Local Highway Technical Assistance Council and Idaho Transportation Department

Proposed Guidelines and/or Rules:

Basic Structure:

- Application available by October 1, 2021
- Application due January 20, 2022
- Applicant is required to submit a signed document stating everything in this application is accurate and they are able to pay the 7.34% federal match
- Projects on a state route require coordination with the ITD District TAP coordinator prior to application submittal
- Projects off-system require coordination with LHTAC TAP coordinator prior to application submittal
- Projects outside of ITD Right-of-Way may use ISPWC standards

Application:

- Applications can be on the local system, state system, or both systems
- Limit of two applications per City, County, or Highway District (includes up to 1 Large TAP application)

TAP Coordinators:

- District 1 (North Idaho): Bill Roberson (208) 772-8019 (through 2021) or Marvin Fenn (208) 772-1208
- District 2 (North-Central Idaho): Ken Helm, (208) 799-4223
- District 3 (Southwest Idaho): Aaron Bauges, (208) 334-8964
- District 4 (South-Central Idaho): Trey Mink, (208) 886-7848
- District 5 (Southeast Idaho): Melodie Halstead, (208) 239-3370
- District 6 (East Idaho): Mark Layton, (208) 745-5626
- LHTAC (Local roads statewide): Amanda LaMott, (208) 344-0565

Scoring:

- Transportation Alternatives Program (TAP) Selection and Evaluation Committee to score applications
 - TAP committee: 1 staff member from LHTAC, 1 Idaho Transportation Department Bike/Ped coordinator, 1 representative from the walk/bike community, and 1 additional subject matter expert
- LHTAC staff to provide project recommendations to the LHTAC Council in March 2022 and the ITD Board as part of the Idaho Transportation Investment Program (ITIP) at the June 2022 meeting.

Funding:

- Fund up to \$3.5M* in projects annually
 - *Amount of annual funding may increase with a new federal transportation bill*
- Funding available in 2024 & 2025 (2022 & 2023 if we get additional funds with a new transportation bill)
- Maximum award of \$500k for standard project. Maximum award of \$1M for Large project
- No in-kind match is allowed
- Local jurisdictions may design the project in-house if they have a licensed engineer who can complete Federal-aid compliant design, but this work cannot be reimbursed by the TAP grant

- Local jurisdictions may not complete the construction administration, but can augment the construction engineering and inspection agreement by providing additional inspection. This work cannot be reimbursed by the TAP grant.
- All projects will require a 7.34% local match for projects up to \$500,000 in federal funds
- Project costs may exceed \$539,000 (\$500k + local match) but the local sponsor is required to pay all costs above the \$500k federal funding limit

Eligible use of Funds:

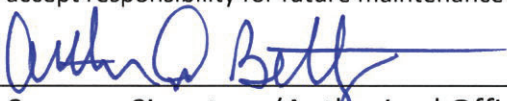
- Hire an engineer off the ITD term agreement list to complete the design to Federal-aid standards
- Fund construction of the project through federally compliant acquisition process (state and federal procurement rules must be followed)
- Fund construction engineering and inspection (CE&I) services by a consultant off the ITD term agreement list. Local sponsor cannot perform the construction administration, but can help augment inspection on TAP projects.
- CANNOT be used for salaries, equipment fees, or to reimburse sponsor agency for any work
- CANNOT be used for other project match, education, or outreach
- CANNOT be used to purchase ROW

Eligible applicants

- City, County, or Highway District
- Regional transportation authority
- Transit agency
- Natural resource or public land agency
- School district, local education agency, or school
- Tribal government

Sponsor certifies the following conditions of application:

- We are familiar with Transportation Alternatives Program eligibility criteria
- All Right-of-Way (ROW) is acquired and no environmental issues are known to exist
- This project doesn't impact any rail lines. If a track is being crossed, we have a documented agreement with the railroad and it's attached to this application
- Our budget accurately reflects the anticipated cost of the proposed project
- The information in the application accurately reflects available knowledge of our staff
- We understand this is a reimbursement grant and must furnish cash local match upfront and will be reimbursed as work progresses and invoices submitted with accompanying documentation
- The project must be brought to completion to receive funding
- If the applicant decides to remove this project after the project has begun, the sponsor may be required to pay for 100% of all federal funds expended
- We accept responsibility for future maintenance and operating costs of the completed project


 Sponsor Signature (Authorized Official)

01/18/2022

Date

Arthur D. Bettge, Mayor
 Sponsor Printed Name

1/18/2022
 Date

3. APPLICATION

3.1 APPLICATION QUESTIONS

Project Title: North Mountain View Road Pedestrian Improvements
Applicant Agency: City of Moscow
Mailing Address (this can be a PO Box): PO Box 9203, Moscow ID, 83843
Also include a Physical address if different from your mailing address: 206 E Third Street, Moscow ID, 83843

Contact Name: Alisa Anderson
Phone: 208.883.7600
Email: aanderson@ci.moscow.id.us

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

*Second Contact Name: Nathan Suhr
Phone: 208.883.7029
Email: nsuhr@ci.moscow.id.us

*Second Contact is required so we can contact you in case the first person is no longer with your agency

State Highway Route(s) if applicable NA

Beginning Mile Posts(s) if applicable Segment Code 006310 MP 2.06

Ending Mile Posts(s) if applicable Segment Code 006310 MP 1.70

- Project Area
- ☐ Urbanized - Areas with population over 200,000
 - ☒ Urban - Areas with population of 5,001 to 200,000
 - ☐ Rural - Areas with population of 5,000 or less

Project costs:

Total Federal Funds: \$500,000
Total Local Match: \$325,000
Total Project Cost Estimate: \$825,000

Federal reimbursement requested for: (select all that apply)

- ☒ Design activities
- ☒ Construction activities

Preference 1			Preference 2	
Design			Design	
2023	☐		2023	☒
2024	☒		2024	☐
Construction			Construction	
2024	☐		2024	☒
2025	☒		2025	☐

Please provide a response for questions 1-9

1. (5 points) Provide a map clearly showing project limits
2. (pass/fail) Do you own the necessary Right-of-Way for your project? Applicant must document this with an ITD-1983 form. Do you have all necessary easements or access agreements been acquired for the project?
3. (pass/fail) If your project falls within railroad right-of-way, do you have a written agreement from the railroad supporting your project?
4. (25 pts) Project Description: Describe your project and demonstrate why it is important to your community. (Limit 1 page)
5. (10 pts) Planning and Readiness: Is this project in your jurisdiction's transportation plan and has it been updated in the last 5 years? Do you have an ADA Transition Plan? (agencies with less than 50 employees are not required to have an ADA Transition Plan) If this project is within an MPO boundary, have you coordinated with them on the scope of this project? Do you have a resolution from your jurisdiction's governing body committing to the project match? (Limit ½ page)
6. (15 pts) Mobility: Describe how this project will increase mobility in your community? Does it tie into an existing pedestrian system and/or provide connectivity? Will the project increase biking or walking trips? (limit ½ page)
7. (15 pts) Safety: Describe how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community. (Limit ½ page)
8. (15 pts) Economic Opportunity: Describe how this project will increase economic opportunities in to your local businesses in your community. Will the project provide a new connection to a business? Does the project close a gap in the system in a downtown district? (Limit ½ page)
9. (5 pts) Accessibility: Does this project remove a known barrier to accessibility? If on the state highway system is it identified in the ITD Pedestrian Accessibility Inventory? If on the local system, please describe (Limit 1/4 page)
10. (10 points) Do you have support from your community and/or neighboring agencies? (limit 5 pages)
 - a. If your project is within a Metropolitan Planning Organization (MPO) boundary, one of your five letters must be from your MPO indicating that this project is in alignment with the Metropolitan Transportation Plan.
 - b. If your agency is part of a regional transportation group or coalition, it is recommended to include a letter from them supporting your project.

Total: 100 points

Application Requirements:

- ☐ Signed page 5 from this application packet
- ☐ Responses to questions 1-10
- ☐ Pre-application checklist – signed by ITD or LHTAC TAP coordinator by January 13, 2022
- ☐ ITD-211 Environmental Screening Form – signed by LHTAC or ITD District Environmental Planner by January 13, 2022
- ☐ TAP estimating worksheet
- ☐ Letter or resolution from your agency stating a Match Commitment
- ☐ ITD 1983 form – ROW Certificate
- ☐ Letter of support from your MPO (if applicable)
- ☐ Agreement with the railroad (if applicable)

4. SCORING

4.1 SUGGESTED SCORING

1. Map; 5 pts
 - a. Excellent map clearly defining project limits; 4-5 pts
 - b. Map included, but project limits aren't clear ; 2-3pts
 - c. No map; 0 pts
2. Property Ownership; (pass/fail)
 - a. Agency owns the right-of-way and ITD-1983 is signed; pass
 - b. Agency has all necessary easements or access agreements, or indicates how and when the easement or access agreement will be acquired; pass
 - c. Agency does not own right of way; fail
 - d. Agency does not have all necessary easements or access agreements and does not indicate a timeline for acquisition; fail
3. Railroad; (pass/fail)
 - a. Project does not impact railroad right of way; pass
 - b. Project impacts the railroad right of way AND a the railroad has granted a right of entry or executed an encroachment agreement; pass
 - c. Project impacts the railroad and does not provide a written agreement; fail
4. Project Description; 25 pts
 - a. Excellent description of need, benefit, and impact to community; 20-25pts
 - b. Adequate description of need, benefit, and impact to community; 10-20pts
 - c. Poor description of need, benefit, and impact to community; 0-10pts
5. Planning and Readiness; 10 pts
 - a. Project is supported by a transportation plan and it's been updated w/in 5 years. The transportation plan has a written bicycle/pedestrian plan. Application includes a resolution from the governing body committing to pay the local match. MPO has been coordinated with and is supportive (if applicable); 7-10pts
 - b. Project is supported by a transportation plan and it's older than 5 years. Transportation plan does not have a written bicycle/pedestrian plan. Application includes resolution from governing body committing to pay the local match. MPO may or may not have been contacted (if applicable); 4-6 pts
 - c. No transportation plan. Application may or may not have a resolution from governing body committing to pay the local match. MPO may or may not have been contacted (if applicable); 0-3 pts
6. Mobility; 15 pts
 - a. Excellent description of how the project is building upon an existing pedestrian system and closing a gap in infrastructure; Project provides new/additional connectivity to residential, employment, recreation, education, or retail/dining; 12-15 pts
 - b. Average description of how the project is building upon an existing pedestrian system or closing a gap in infrastructure; 9-11 pts
 - c. Poor description of how this project will improve mobility; 0-8 pts

Scoring (cont'd)

7. Safety; 15 pts
 - a. Excellent description of how this project will improve safety for cyclists, pedestrians, children, and those with disabilities. Includes pedestrian and/or bicycle counts, crash data, remarks from the local police, etc; 12-15pts
 - b. Average description of how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community. Minimal additional hard data; 9-11 pts
 - c. Poor description of how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community; 0-9 pts
8. Economic Opportunity; 15 pts
 - a. Excellent description of how this project will improve economic opportunity by bringing more people to businesses and closes a gap in existing walking and biking infrastructure to improve usability in a downtown, revitalization, or business district; 12-15 pts
 - b. Average description of how this project will improve economic opportunity or project will not substantially increase the bike or ped traffic for businesses; 9-11 pts
 - c. Poor description of how this project will improve economic opportunity; 0-8 pts
9. Accessibility; 5 pts
 - a. This project removes an identified barrier to ADA accessibility 5pts
 - b. This project does not remove a barrier to accessibility 0 pts
10. Support; 10 pts
 - a. Five unique, diverse, and excellent letters or statement of support (if in an MPO, one of the letters should be from the MPO); 8-10 pts
 - b. Form letters or non-diverse letters of support; 4-7 pts
 - c. Less than five letters of support; 0-3 pts

1. *(5 pts) Provide a map clearly showing project limits*

A Map is attached in Appendix 02.

2. *(pass/fail) Do you own the necessary Right-of-way for your project? Applicant must document this with an ITD-1983 form. Do you have all necessary easements or access agreements been acquired for the project?*

This project proposes a portion of the pedestrian pathway on property owned by Latah County and operated by the Latah County Fair Board. A permanent easement will be obtained, as needed, after the pedestrian route on Fairgrounds property has been identified during the design phase. A letter of support for this plan from the Latah County Commissioners is provided in Appendix 10. An executed ITD-1983 form is attached in Appendix 8.

3. *(pass/fail) If your project falls within railroad right-of-way, do you have a written agreement from the railroad supporting your project?*

This project does not fall within railroad right-of-way.

4. *(25 pts) Project Description: Describe your project and demonstrate why it is important to your community. (Need, benefit, and impact to community). Limit 1 page*

The South Mountain View Road Pedestrian Improvement project will fill a need for pedestrian infrastructure that was originally identified in 2014 with the Moscow Multi-Modal Transportation Plan (Transportation Plan). In 2017 a TIGER Grant application which was not funded was submitted with a scope that would have constructed a bike lane and sidewalks on the Mountain View Road corridor from SH8 in the south to Moscow city limits in the north but the application was ultimately unsuccessful. Without a comprehensive funding source pedestrian improvements in the corridor have been constructed through a variety of funding methods, both public and private, this approach has closed some gaps in the pedestrian system but have left the improvements in a fragmented state with multiple large gaps in the pedestrian route. The Mountain View Road project (KN:13014) will provide pedestrian improvements on the busiest portion of the roadway from Sixth Street to Joseph Avenue but there are still multiple large (>500 foot) gaps that make non-motorized travel difficult and lead to pedestrians choosing alternate routes even though the distance traveled is often longer.

A successful award for the South Mountain View Road Pedestrian Improvements project would create a continuous accessible pedestrian corridor stretching approximately 1.1 miles from 'F' Street in the north to White Avenue in the south. This project connects to the existing designated safe routes for the schools located parallel to Mountain View Road. These areas of focus are high-use pedestrian routes that provides access to the Latah County Fairgrounds and the MSD Community Playfields which are areas that children travel to after school for sporting and recreational events in addition to 4-H and the ice rink at the fairgrounds. Students and families often avoid walking or biking on this busy corridor and drive rather than use active travel modes. The proposed improvements will promote and encourage active travel for all ages in an area that is safe which will lead to new travel trends in the corridor. This funding request not only integrates engineered infrastructure improvements which are closing gaps in the Safe Routes to School travel areas but reduces the barriers for parents and children so they feel comfortable being physically active and to

use the recreational opportunities within the project area. Lastly, the connection to the fairgrounds also connects to a prior TAP project which installed a paved path along White Avenue leading to the Hwy. 8 underpass connecting to Paradise Path and the Latah Trail with extending connections throughout Moscow include west to the Chipman Trail with access to the City of Pullman, Washington.

5. *(10 pts) Planning and Readiness: Is this project in your jurisdiction's transportation plan and has it been updated in the last 5 year? Do you have an ADA Transition Plan? (agencies with less than 50 employees are not required to have an ADA Plan) If this project is within an MPO boundary, have you coordinated with them on the scope of this project? Do you have a resolution from your jurisdiction's governing body committing to the project match? (Limit ½ page)*

The Moscow Multi-Modal Transportation Plan (Transportation Plan) supports the South Mountain View Road Pedestrian Improvement project both generally and through the guiding principles of Mobility and Access, Economic Resilience, Safe Streets, and Active and Healthy Living. The Transportation Plan also directly supports this project in many other ways including: being identified as a pedestrian thoroughfare which will require bike lanes and sidewalks as the City grows, as a pedestrian network improvement need as identified by the community, as a short term capital improvement in the Active Transportation (pedestrian) projects list. Relevant pages of the Transportation Plan are provided in Appendix 08. The City's current Transportation Plan was adopted in July of 2014 and is planned for update in the 2023-2024. The City has an ADA Transition Plan for Facilities in the Public Right of Way that was approved in 2018 and is currently being updated. This project is not within an MPO boundary; however, we have included a letter of support from SMART, Moscow's public transportation provider in support of this request. This project was recommended for approval at the January 13, 2022 Public Works/Finance Committee Meeting and approved at the January 18, 2022 Moscow City Council Meeting. Funding was authorized with an anticipated project cost of \$809,000 with the City planning to provide approximately \$309,000 to fund the cost over the maximum award. A match letter with the financial commitment is provided in Appendix 07.

6. *(15 pts) Mobility: Describe how this project will increase mobility in your community? It tied into an existing pedestrian system and/or provide connectivity? Will the project increase biking or walking trips? (limit ½ page)*

This project increases mobility in our community by closing a 900 foot long stretch of roadway that currently has no pedestrian facilities, forcing pedestrians to use a gravel shoulder along the Mountain View corridor. This stretch of road was specifically identified as a barrier to a continuous north-south pedestrian corridor during the public outreach portion of the Transportation Plan (see attached Appendix 08). This project will connect Moscow residents to the larger pedestrian corridor, the Safe Routes to School (SR2S) recommended routes, and the fixed route transit system. The completion of the proposed route will provide a brand new connection from a fast growing residential area to businesses, parks, schools, and entertainment. The Mountain View Road pedestrian corridor has been constructed over many years by many different projects but the completion of the North Mountain View Road Pedestrian corridor, in combination with projects that are scheduled to complete Fall of 2022 would create a 1.15 mile long continuous pedestrian route that stretches from 'F' Street in the north to White

Avenue to the south. The northeast edge of Moscow currently has some of the highest rates of Single Occupant Vehicle (SOV) commuters with a proportion of 61-84% (range from census block group). Given this fact and the current lack of connections the City would expect this project to increase walking and biking trips.

7. *(15 pts) Safety: Describe how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community. (Limit ½ page)*

In 2012, as part of the data collection that was performed to inform the Transportation Plan 2 hour volume counts of both pedestrians and bicycles were collected and while the Joseph Street and Mountain View Road intersection was not one of the locations the Sixth Street intersection two blocks to the north and White Avenue intersection less than one block to the south were recorded. To estimate the current year traffic the numbers were escalated by the City's typical growth factor of 1.4% per year. This approach does not account for additional increases due to developments or other improvements that could inflate the growth in the project area but it will provide a snapshot of the number of pedestrians that will be directly impacted by the proposed project. The Sixth Street intersection saw 55 pedestrians in the morning and 29 pedestrians in the evening and the White Avenue intersection saw 24 pedestrians in the morning and 99 pedestrians in the evening.

The approach that was taken looking at the crashes in the area was to treat them all as if they could have involved a pedestrian due to the vulnerability of the walking and cycling public. To that end the City observed that in the project area 50% of the crashes and 100% of the injury crashes in the 5 year window are rear-end crashes. The installation of curbing and on street bike lanes will result in a visual narrowing of the corridor with the goal of slowing drivers who are travelling over the speed limit and encouraging all drivers to focus their attention on the roadway. These improvements should have a direct impact on rear end crashes. Additionally, the installation of sidewalk has a CRF of 88±23% for all accidents involving pedestrians walking along the roadway which are the exact type of crashes that the City is looking to target with this pedestrian improvement.

8. *(15 pts) Economic Opportunity: Describe how this project will increase economic opportunities in to your local businesses in your community. Will the project provide a new connection to a business? Does the project close the gap in the system in a downtown district? (Limit ½ page)*

Moscow boasts an excellent rate of non-motorized commuters with nearly 19% of workers 16 and over choosing to walk, 6% choosing to bike, and 2% taking public transit as their main means of transportation to and from work making 27% of the population dependent on the kinds of connections that the South Mountain View Road Pedestrian Improvement project would provide (see attached Appendix 08). With the staffing difficulties currently facing Moscow businesses it is more critical than ever that potential employees have multiple reliable transportation methods that facilitate travel to and from work. The proposed connection will provide a safe pedestrian route that will provide access to Alturas Technology Park, a former Urban Renewal Agency that represents over 200 skilled and semi-skilled positions; Eastside Marketplace, a mixed use shopping center which is home to 23 businesses ranging from restaurants to environmental consulting firms; the University of Idaho which is the area's largest employer and hosts nearly 11,000 students. Providing additional pedestrian routes to these

areas will provide significant economic opportunities in both directions. The businesses are provided access to additional customers, employees, or both and the residents are provided access to shopping, entertainment, education, and employment.

9. (5 pts) *Accessibility: Does this project remove a known barrier to accessibility? If on the state highway system is it identified in the ITD Pedestrian Accessibility Inventory? If on the local system, please describe (Limit ¼ page)*

This project removes a barrier to accessibility that is identified in the Transportation Plan in the following statement which is quoted directly from the Transportation Plan “Opportunities to expand the on-road bikeway network were identified throughout the city, however the need for east-west connections was most prevalent. Bicyclists and pedestrians face crossing barriers throughout the city; the majority of needed improvements are noted on Highway 95 and Mountain View Road”. This project is also specifically identified in the Transportation Plan as a bike lane and sidewalk improvement project in the capital improvement plan, and as a bike network need in the community identified portion of the Transportation Plan (see attached Appendix 08).

10. (10 points) Do you have support from your community and/or neighboring agencies? (limit 5 pages)

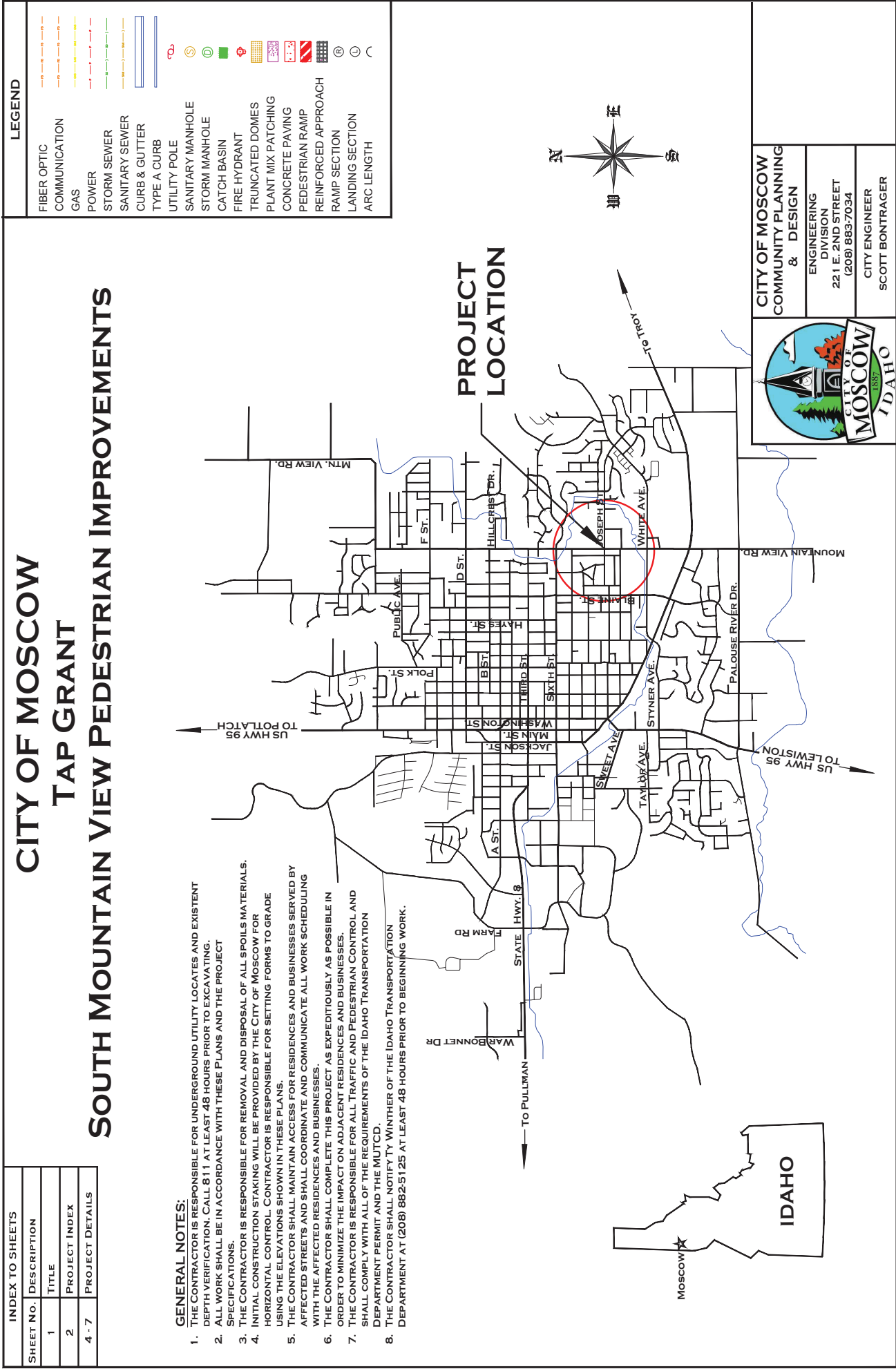
This project has widespread support from residents, elected officials, and stakeholder agencies. It was specifically requested by the public representatives during the creation of the current Transportation Plan (see attached Appendix 9). Five (5) letters of community support are attached in Appendix 11.

- a. If your project is within a Metropolitan Planning Organization (MPO) boundary, one of your five letters must be from your MPO indicating that this project is in alignment with the Metropolitan Transportation Plan.

The proposed project is not within an MPO boundary.

- b. If your agency is part of a regional transportation group or coalition, it is recommended to include a letter from them supporting your project.

See Appendix 10 which includes a letter from SMART, Moscow’s public transportation provider supporting this grant request.



CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SCALE: 1" = 150'

DATE: 10/21/2021

DRAWN BY: C. LEE

CHECKED BY: N.S. & S.B.

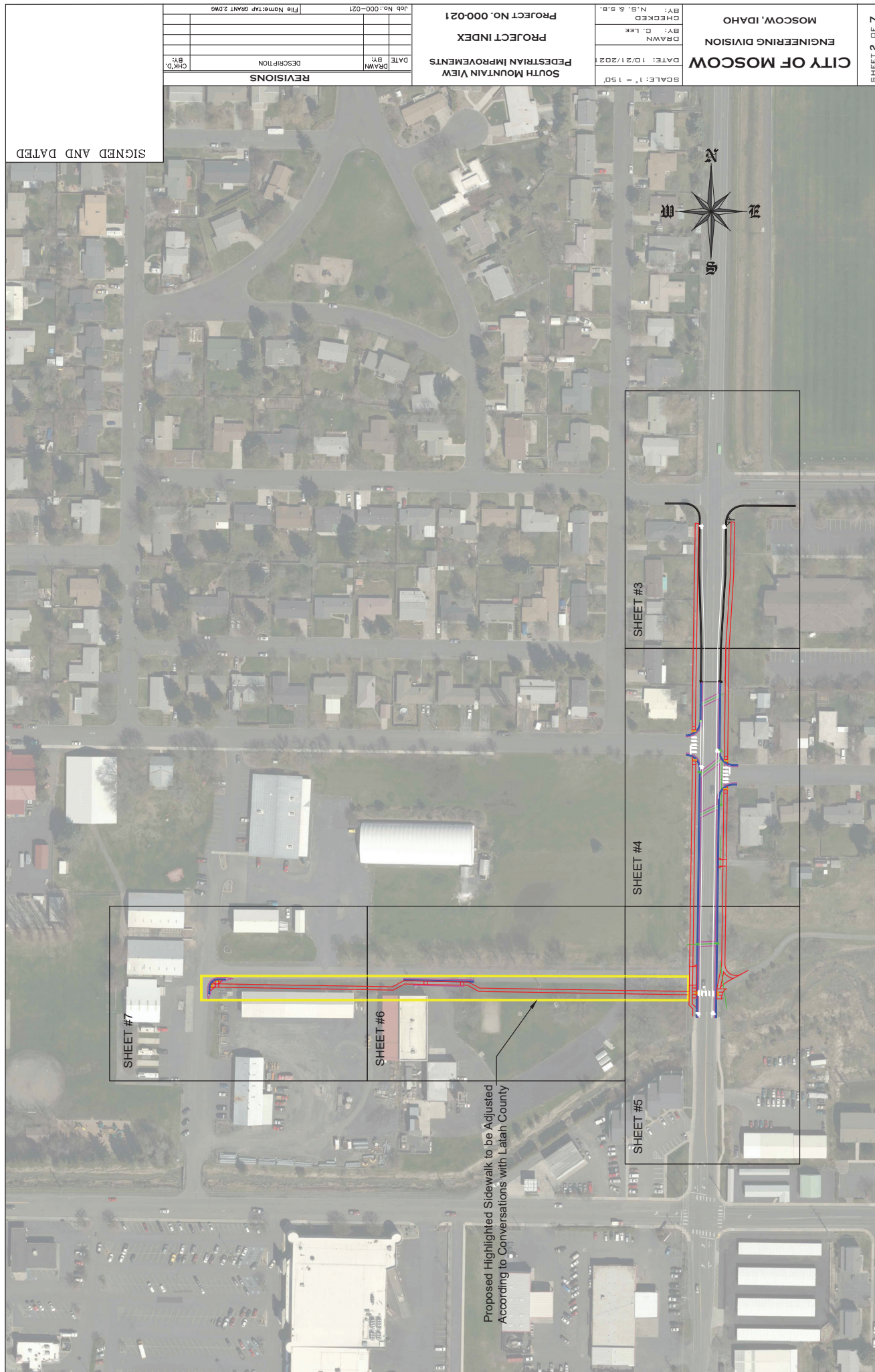
SOUTH MOUNTAIN VIEW
PEDESTRIAN IMPROVEMENTS
PROJECT INDEX
PROJECT NO. 000-021

DATE		DRAWN		DESCRIPTION		CHK'D	
				File Name: TAP GRANT 2.DWG		Job No.: 000-021	

REVISIONS

DESCRIPTION	CHK'D. BY:
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SIGNED AND DATED

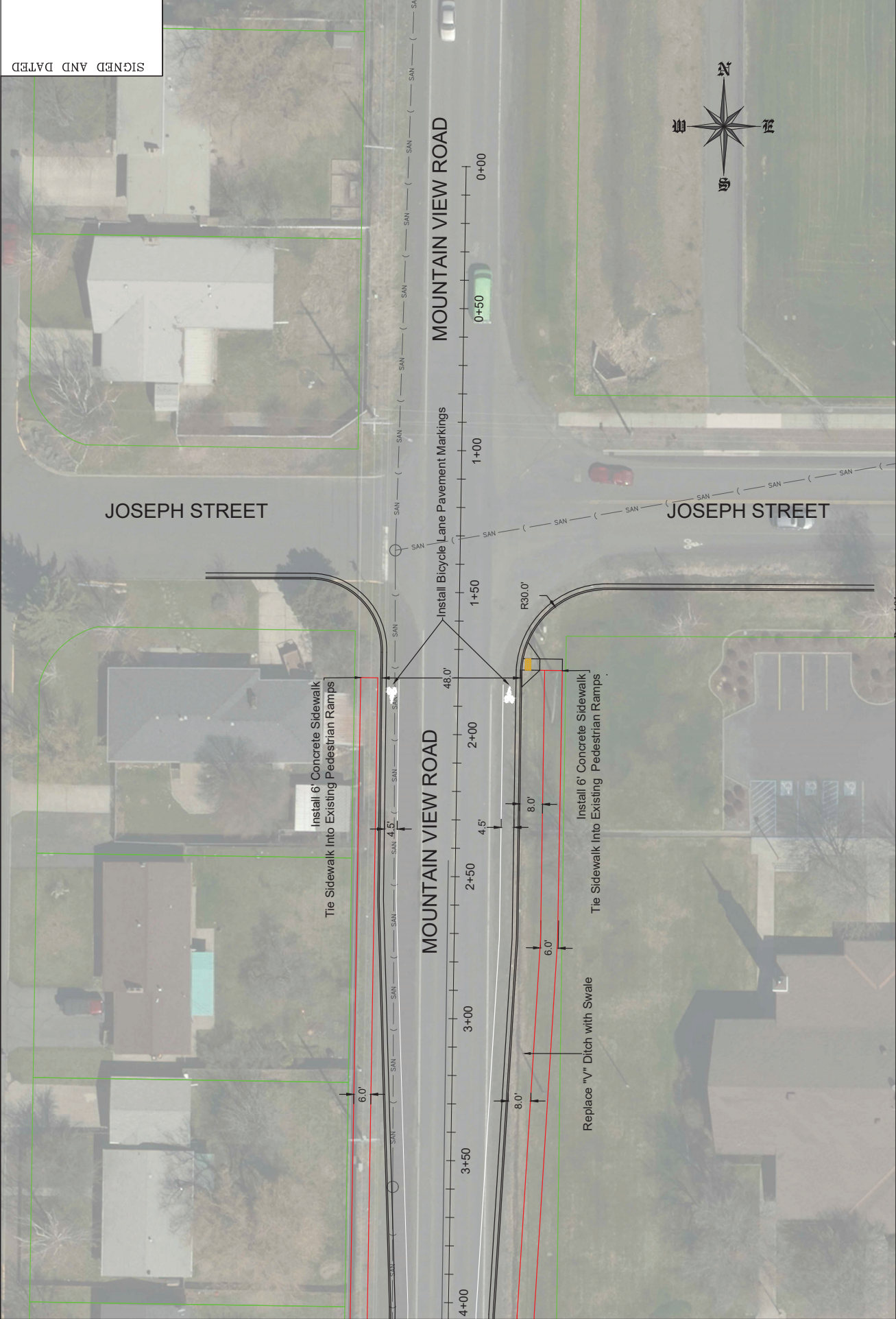


DATE: 10/21/2021
DRAWN
BY: C. LEE
CHECKED
BY: N.S. & S.B.

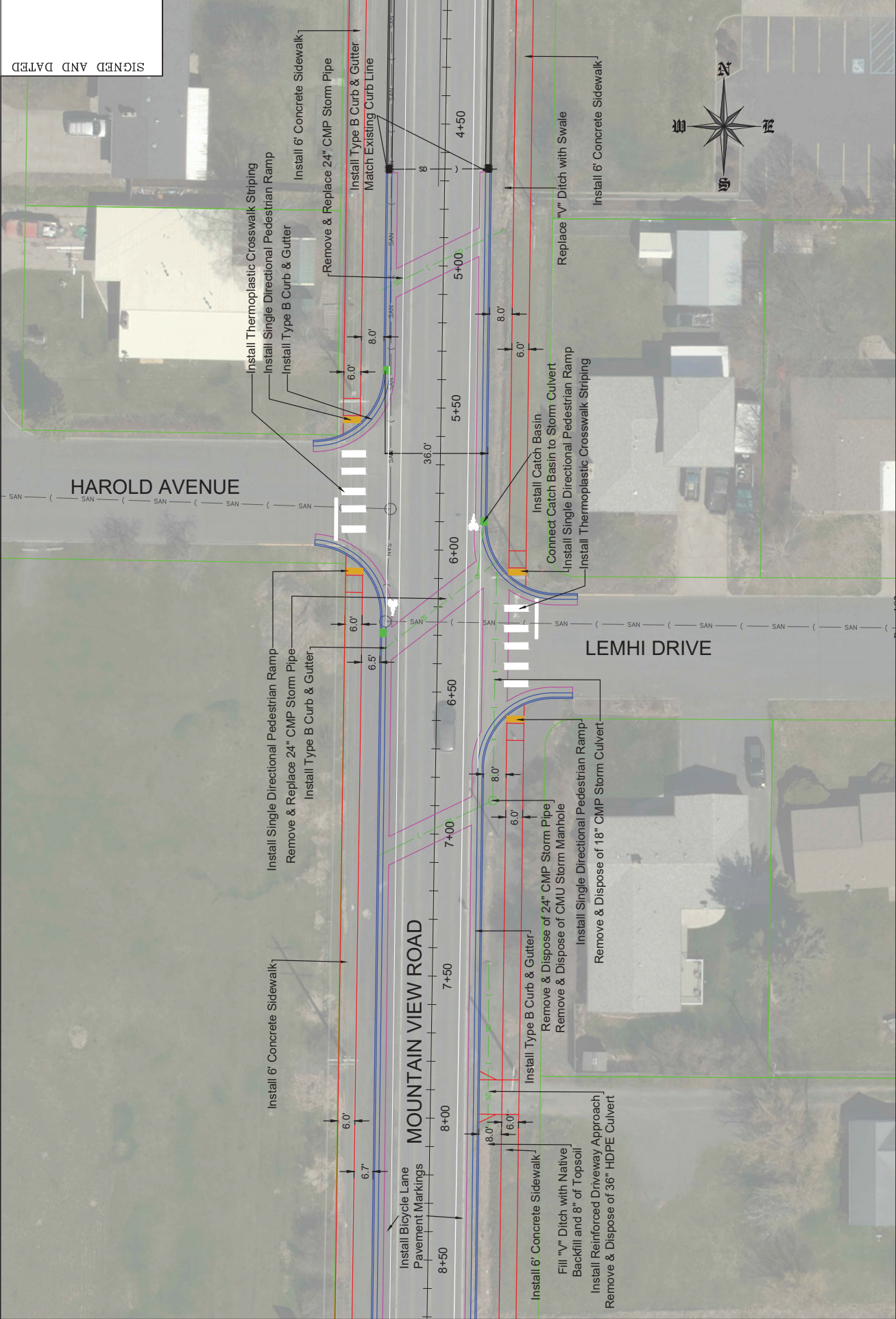
PROJECT No. 000-021
SOUTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS
PROJECT DETAILS

DATE: 10/21/2021
DRAWN
BY: C. LEE
CHECKED
BY: N.S. & S.B.

REVISIONS
DESCRIPTION
DATE
BY



SIGNED AND DATED



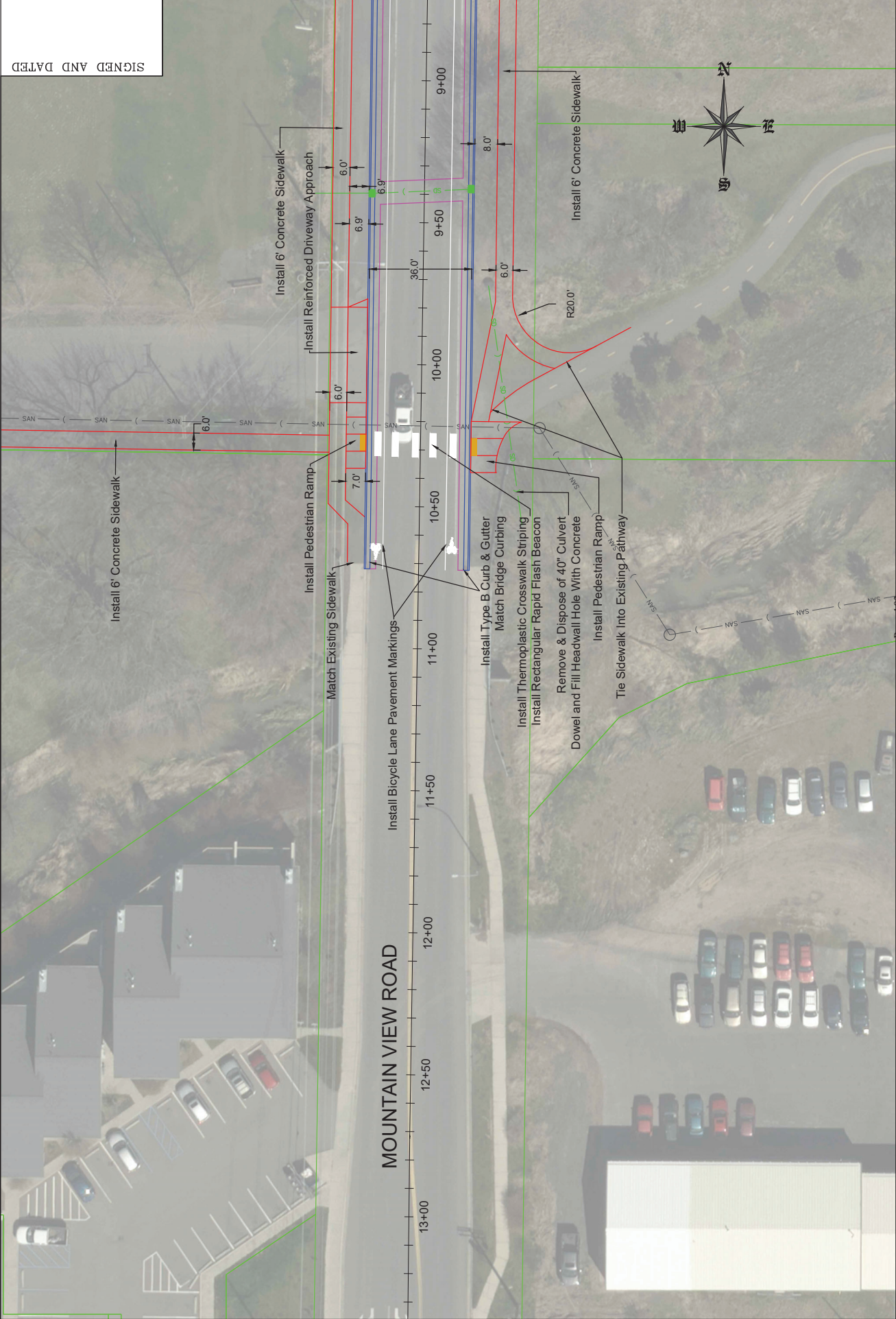
SIGNED AND DATED

DATE: 10/21/2021
DRAWN BY: C. LEE
CHECKED BY: N.S. & S.B.

PROJECT NO. 000-021
SOUTH MOUNTAIN VIEW PEDESTRIAN IMPROVEMENTS
PROJECT DETAILS

DATE BY: []	DESCRIPTION	CHG'D BY: []
REVISIONS		

SIGNED AND DATED



SIGNED AND DATED



SIGNED AND DATED



PRE-APPLICATION CHECKLIST

All questions contained in this checklist are for infrastructure projects only
and are to be completed in collaboration with the District TAP Coordinator.

PART 1: QUESTIONS

Applicant: City of Moscow			
Project Name: North Mountain View Road Pedestrian Improvements			
Project Manager: Scott Bontrager			
Contact Information for Project Manager: Email: sbontrager@ci.moscow.id.us, Phone: 208.883.7030			
Is the applicant an eligible sponsor?			☐ Yes ☐ No
Has the applicant previously completed a federal aid project?			☐ Yes ☐ No
Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements?			☐ Yes ☐ No
BICYCLE FACILITIES (IF APPLICABLE)			
Bicycle Facility description	☐ Shared use pathway ☐ Sharrow ☒ Striped bicycle lane ☐ Widened shoulder		
	☐ Other		
Width of pathway, bicycle lane, shoulder, etc.:	5 feet	Length:	1,600 feet
Distance from curb (for pathways):	NA		
Materials used:	☒ Asphalt ☐ Concrete ☐ Other		
Standards Used:	☐ AASHTO ☒ Idaho State Public Works Construction ☐ ITD ☐ Local		
This project is:	☒ part of road widening ☐ part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:			☐ Yes ☐ No
No here is sufficient right-of-way width to accommodate a 5' bike lane without narrowing.			
What is the plan for maintaining the facility after construction is complete?			
City of Moscow will maintain the bike lane after construction is complete.			
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:			☐ Yes ☐ No
Developments are required to build sidewalk and/or bike lanes and builders who make substantial improvements to their structures are required to update their frontage to include sidewalk.			
PEDESTRIAN FACILITIES (IF APPLICABLE)			
Pedestrian Facility description	☐ Sidewalk ☒ Sidewalk with curb and gutter ☐ Pathway		
	☐ Other		
Width of pathway, bicycle lane, shoulder, etc.:	5 feet	Length:	1,600 feet
Distance from curb (for pathways):	NA		
Materials used	☐ Asphalt ☒ Concrete ☐ Other		
Number of curb ramps:	One		
Standards Used:	☐ AASHTO ☒ Idaho State Public Works Construction ☐ ITD ☐ Local		
This project is:	☒ part of road widening ☐ part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:			☐ Yes ☐ No
No here is sufficient Right-of-way width to accommodate a 5' sidewalk without narrowing.			
What is the plan for maintaining the facility after construction is complete? The sidewalk will be maintained by the respective property			

owners. Pedestrian ramps will be maintained by the City of Moscow.	
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:	☐ Yes ☐ No
Developments are required to build sidewalk and/or bike lanes and builders who make substantial improvements to their structures are required to update their frontage to include sidewalk.	
RIGHT-OF-WAY	
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired.	☐ Yes ☐ No
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.	☐ Yes ☐ No
ENVIRONMENTAL	
Is it apparent that the project will meet the environmental criteria for Categorical Exclusion?	☐ Yes ☐ No
Is it apparent that the proposed project will require extensive cultural clearance?	☐ Yes ☐ No
Is it apparent that supplemental environmental documentation will be required to support a Categorical Exclusion determination?	☐ Yes ☐ No
For example: ☐ Wetlands ☐ Endangered Species ☐ Other	
Is it apparent that the project will cause an adverse effect to environmental resources? If yes, explain:	☐ Yes ☐ No
Are there any permitting requirements for the project? If yes, explain:	☐ Yes ☐ No
The City of Moscow will require a ROW permit fro EMS notification but will waive the fees.	
UTILITIES	
Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.	☐ Yes ☐ No
We anticipate minor adjustments to the overhead utility poles to provide bases for the illumination system.	
IRRIGATION	
Is it apparent that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated.	☐ Yes ☐ No

PART 2: FORMS

- A. Environmental Screening Form
- B. Right-of-Way Certification
- C. TAP: Project Estimating Worksheet (used during application process to establish initial estimate)
- D. ITD-1150: Project Cost Summary Sheet (for infrastructure projects and used during development stage)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.
2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15%

would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

- E. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
- F. Has a traffic safety issue been identified in this project application? If so, knowing if the applicants and/or their community based law enforcement partners are already working with the ITD Office of Highway Safety (OHS) traffic safety grant programs. If so, please provide project Key Number and verify that the Scope of Work for that project is primarily connected with the area in the TAP application.
- G. Project Schedule (for infrastructure projects)

PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of \$10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.
2. Minimum wage requirements (**Davis-Bacon Act**) and anti-kickback requirements (**Copeland Act**) for construction contracts in excess of \$2,000. Records must be kept to show compliance.
3. No use of federal funds for lobbying, for construction contracts in excess of \$100,000.
4. National Environmental Policy Act (**NEPA**).
 - a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
 - i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
 - ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
 - iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
 - iv. Contact District Environmental Staff (listed at <http://itd.idaho.gov/enviro/District.Staff.htm>) for assistance with navigating the environmental review process.
5. Compliance with audit requirements:

- a. An entity expending \$500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
 - b. An entity whose annual budget (from all sources) exceeds \$250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
 - c. An entity whose annual budget (from all sources) exceeds \$100,000 but does not exceed \$250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
 - d. An entity whose annual budget (from all sources) exceeds \$50,000 but does not exceed \$100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
 - e. An entity whose annual budget (from all sources) does not exceed \$50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.
6. Compliance with **Americans with Disability Act** requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.
 7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

For the costs of a:	Use the principles in:
State, Local or Indian Tribal Government	2 CFR 225
Private, nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular	2 CFR 230
Educational institution	2 CFR 220
For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.
9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least \$500,000.00 per occurrence, and \$1,000,000.00 aggregate.

District TAP Coordinator Endorsement

According to the information provided by the sponsor and in this Site Checklist, the Idaho Transportation Department district office endorses this project as a potential TAP project candidate and would offer full support if project is selected.

Endorsement:  LHTAC 1/18/2022
District TAP Coordinator District Date

Appendix 04: Environmental Screening Form

ITD 0211 (Rev. 9-10)
itd.idaho.gov

Environmental Screening

For Community Transportation Enhancement (CTE),
Safe Routes to School (SR2S) and Scenic Byway Projects



Background - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

Responsibility - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

Purpose of Form - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

Contacts - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.)	Project Name/Location
Bike/pedestrian path	Mt. View Road Joseph St. to Paradise Path

	<u>Yes</u>	<u>No</u>
Right of Way/Property Impacts - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood? Explain: Construction of the 6' concrete sidewalk will require a permanent easement from the N. Latah County Highway District.	☒	☐
Traffic - Does the project add traffic lanes or traffic capacity? Explain:	☐	☒
Ground Disturbance - Does the project disturb more than one acre of land? Explain:	☐	☒
Stormwater - Where does the water (rain, snowmelt) from this project area drain? ☐ Sheet flows to surface waters (canal, stream, lake) ☐ Conveyed by ditch or pipe to surface waters ☒ Storm Sewer System (Municipal system) ☐ Infiltrate in Place (retention pond or topography with no drainage outlet [low area]) ☐ Other – if none of the above conditions Explain:		
Surface Waters - Does the project site contain any boggy, swampy, or wetland areas? Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body? Explain: Roadside ditches that will be filled	☐ ☒	☒ ☒
Cultural Resources - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site? Explain: There are some structures 45 yrs. of age adjacent to project	☒	☒

	Yes	No						
Section 4f - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information.	☒	☐						
Explain: Fairgrounds/park								
Hazardous Waste - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project?	☐	☒						
Explain:								
Public Involvement - Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?)	☐	☒						
Explain:								
Irrigation - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering.	☐	☒						
Explain:								
Right of Way Encroachment - Are there any signs, trees or other features you plan to locate within ITD right of way?	☐	☒						
Explain:								
Offsite Work - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work?	☐	☒						
Explain:								
Describe any other known or suspected environmental issue that has not been covered								
<table border="1"> <tr> <td>Preparer's Printed Name <i>Kyle Steele</i></td> <td>Title <i>Env. Supv. Manager</i></td> <td>Agency or Firm <i>City of Moscow</i></td> </tr> <tr> <td colspan="2">Signature <i>[Signature]</i></td> <td>Date <i>1/17/22</i></td> </tr> </table>			Preparer's Printed Name <i>Kyle Steele</i>	Title <i>Env. Supv. Manager</i>	Agency or Firm <i>City of Moscow</i>	Signature <i>[Signature]</i>		Date <i>1/17/22</i>
Preparer's Printed Name <i>Kyle Steele</i>	Title <i>Env. Supv. Manager</i>	Agency or Firm <i>City of Moscow</i>						
Signature <i>[Signature]</i>		Date <i>1/17/22</i>						

- ITD Use Only -

Recommendation

- ☐ Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.
- ☐ Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.
- ☐ There was not enough information in the project application and on this form to assess potential environmental issues.

Comment

Printed Name JoEllen Ross-Hauer	Title District Environmental Planner	
Signature <i>JoEllen Ross-Hauer</i>		Date 1/18/2022

Appendix 05: TAP Estimating Worksheet

TAP: Project Estimating Worksheet (Infrastructure)

Project Name: South Mountain View Pedestrian Improvements

Instructions:

- * Only input information in grey shaded areas below only.
- * Enter 0 in the percentages column if not seeking federal participation.
- * For infrastructure projects, the maximum federal funding is \$500,000.00.
- * Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.
- * The minimum local match amount is 7.34% of total project cost.
- * Local match is limited to cash only. In-kind contributions are not eligible.
- * Initial sponsor cash match payment is due prior to execution of the State and Local Agreement and counts towards the local cash match. (See amount below)

Proposed Funding Match Rates			Local		Federal	
			7.34%		92.66%	

Infrastructure Project						
Phase Code	Description (Include amounts for federal-aid items only)	Total Project Cost Percentage	Project Totals	Proposed Local Match Percentage	Local Cash Match	Federal Portion
CN	Preliminary Construction Estimate (PCE) (Construction cost only)		\$505,000.00		\$37,067.00	\$467,933.00
CN	Construction Contingency 20% of PCE (Quantity overruns, change orders)	20.00%	\$101,000.00		\$7,413.40	\$93,586.60
CE	Construction Engineering - Construction ITD construction admin. Expenses minimum \$4,500 (3% - 10% of PCE depending on the complexity of the project)	0.59%	\$3,000.00		\$220.20	\$2,779.80
CL	Construction Engineering - Construction LHTAC construction admin. Expenses minimum \$10,000 depending on the complexity of the project	1.98%	\$10,000.00	7.34%	\$734.00	\$9,266.00
CC	Consultant Construction Inspection (Consultant) 5% - 20% of PCE or \$30,000 minimum (Consultants shall be selected through ITD established procedures)	20.00%	\$101,000.00		\$7,413.40	\$93,586.60
PE	Preliminary Engineering - ITD Design ITD Expenses minimum \$4,500 (3% - 10% of PCE depending on the complexity of the project)	0.59%	\$3,000.00		\$220.20	\$2,779.80
PL	Preliminary Engineering - LHTAC Design Expenses: \$10,000	1.98%	\$10,000.00		\$734.00	\$9,266.00
PC	Preliminary Engineering - Consultant design Expenses: \$30,000 - \$90,000 (Approximately 5% - 30% of PCE based on complexity of project design)	15.00%	\$75,750.00		\$5,560.05	\$70,189.95
Total Estimate (Infrastructure):			\$808,750.00		\$59,362.25	\$749,387.75

City of Moscow is comitted to fund the cost over \$500,000 from Roadway Improvement capital accumulation.

Total Project Estimate	Total Local Match	Total Federal Match
\$808,750.07	\$59,362.25	\$749,387.75
Exceeds maximum federal limit-increase local match!		

Initial cash match payment (10% of Total Local Match, \$3,500 minimum): \$5,936.23

Funding Year		
Activity	Fiscal Year (Option 1)	Fiscal Year (Option 2)
Design	FY24	FY23
Construction	FY25	FY24

* In this section, indicate the fiscal years in which the project will be designed and constructed. Design activities should occur one year prior to construction. For scheduling flexibility, provide two options.

Fiscal Year - The fiscal year is the accounting period for the federal government which begins on October 1 and ends on September 30. The fiscal year is designated by the calendar year in which it ends; for example, fiscal year 2016 begins on October 1, 2015 and ends on September 30, 2016.



Heart of the Arts



Art Bettge
Mayor

Sandra Kelly
Council President

Maureen Laflin
Council Vice-President

Hailey Lewis
Council Member

Julia Parker
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member



Bill Belknap
City Supervisor



City of Moscow, City Hall
c/o Bill Belknap, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



January 20, 2022

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow – 2021 Transportation Alternatives Program (TAP) Grant Request
Priority No. 2

Dear TAP Selection and Evaluation Committee:

The City of Moscow is pleased to submit a funding request for the 2021 Transportation Alternatives Program (TAP) Priority No. 2 – Infrastructure Project.

The City is requesting \$500,000 in funding which is 38% of the total project costs of \$809,000. The City is committing to provide \$309,000 in cash match to fund this project.

On behalf of the City of Moscow, I want to thank the Evaluation Committee and the LHTAC in advance for considering our request and for the opportunity to apply for these funds to protect the lives and well-being of Moscow's residents.

Please feel free to contact me if you have any questions.

Sincerely,

Bill Belknap
City Supervisor
PO Box 9203 - 206 E. Third Street
Moscow, ID 83843
p - 208.883.7011
e – bbelknap@ci.moscow.id.us
w - www.ci.moscow.id.us



Your Safety • Your Mobility
Your Economic Opportunity

**Local Public Agency's Certificate Of
Completion Of Right-Of-Way Activities**
Idaho Transportation Department

ITD 1983 (Rev. 08-19)
itd.idaho.gov

Key Number TBD	Project Number TBD	Project Name South Mountain View Road Pedestrian Improvements
Local Public Agency City of Moscow		

Complete the applicable section below and the Certification section.

Right of Way is Not Required

- ☐ All roadway work will be done within the existing right of way.
- ☐ No utilities are involved in this project and, _____, _____, _____, will be retained and protected.
- ☐ _____ (Number) utilities are impacted and agreements are in place.

Right of Way is Required

Number of ownerships acquired 1 Total amount paid \$ TBD (Anticipate County participation)

☐ _____ (Number) Temporary Easements are required, but will be acquired by the Sponsor.

Number of parcels in condemnation or pending final settlement _____

Number of Relocations _____

☐ No utilities are involved in this project

☒ 3 (Number) utilities are impacted and agreements are in place for Avista, Ziply, Spectrum, _____, _____, _____, _____ utilities.

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

I hereby certify that I have no knowledge of any previous hazardous materials use, or contamination discovered, on any of the lands to be utilized on this project.

Agency Contact's Name (Printed) Alisa Anderson	Phone Number 208.883.7600	E-Mail Address aanderson@ci.moscow.id.us	
Attester's Signature (Clerk or Secretary) <i>Taylor Kiedner</i> Clerk	Date 01/18/2022	Chairman, President, or Mayor's Signature <i>Anthony Bell</i> Mayor	Date 01/18/2022

Transportation Alternatives
Project Schedule

Project Function	Year Quarter	2023				2024				2025			
		Jan- Mar	Apr- Jun	Jul- Sep	Oct- Dec	Jan- Mar	Apr- Jun	Jul- Sep	Oct- Dec	Jan- Mar	Apr- Jun	Jul- Sep	Oct- Dec
State/Local Agreement				X	X								
Obligate Design Funds					X								
Project Charter					X	X							
Environmental Evaluation						X							
Cultural Resources Evaluation						X							
Design Project							X	X					
Approval of plans, specifications & engineer's estimate								X	X				
Obligate Construction Funds									X				
Advertise & Award construction project										X			
Contract award											X		
Construct Project											X	X	
Project Completion													X



LATAH COUNTY
BOARD OF COMMISSIONERS
MOTION AND ORDER

P.O. Box 8068 ♦ 522 S. Adams ♦ Moscow, ID 83843
(208) 883-7208 ♦ Fax: (208) 883-2280
bocc@latah.id.us

COMMISSIONER Lamar MOVES THAT THE BOARD:

Approved the chair's signature on the letter of support for the City of Moscow – Transportation Alternatives Program Application

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
<u>Kathie LaFortune</u> Kathie LaFortune, Chair District I	<u>X</u>	_____	_____
<u>Thomas C. Lamar</u> Thomas C. Lamar, Commissioner District II	<u>✓</u>	_____	_____
<u>David McGraw</u> For Dave via Teams David McGraw, Commissioner District III	<u>✓</u>	_____	_____

ATTEST:

Melody Chapin
Clerk/Deputy Clerk

DATE:

1-19-2022



**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

January 19, 2022

Transportation Alternatives Program
Local Highway Technical Assistance Council
3330 Grace Street
Boise, Idaho 83703

RE: City of Moscow – Transportation Alternatives Program Application
Joseph Street to Heron's Hideout Connection – Letter of Support

Dear TAP Application Reviewers,

It is our pleasure to write a letter in support of the application submitted by the City of Moscow to extend a designated pedestrian pathway through the Latah County Fairgrounds. This pathway would create a connection from a prior Transportation Alternatives Program (TAP) project on White Avenue to the existing Paradise Pathway system at Heron's Hideout and provide an alternate, lower traffic route for bicyclists and pedestrians.

One of the fantastic features in the City of Moscow is its interconnected trail system and pedestrian pathways – which not only contribute to increasing the number of safe routes to schools for children who walk or bike but also excellent transportation alternatives for all residents. We commend the City of Moscow for continuing the work of making these connections throughout the city to incentivize active transportation and to enhance mobility options.

The current gap between Joseph Street and the Heron's Hideout trail is an outstanding candidate for TAP and a much-needed pathway connection in a traffic-laden part of town. Latah County is happy to lend its support and partnership in establishing that connection in whichever manner proves feasible, whether that's through the Latah County Fairgrounds or an alternate route as determined during the project design.

Once completed, the additional sidewalk would create a 1.2-mile-long continuous pedestrian pathway that connects and creates a north-south corridor for non-motorized transportation, from the Hamilton Indoor Recreation Center and Moscow Middle School to the Safeway grocery store and Eastside Marketplace shopping center. This route also parallels several public transportation service locations which will allow residents to walk or bike to a fixed-route bus stop to further enable travel throughout Moscow.

Thank you in advance for your consideration of this proposed project – we are eager to learn that the City of Moscow's received a favorable review.

Sincerely,

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

Kathie LaFortune
Chair, Board of County Commissioners
Latah County



Moscow School District #281

650 N. Cleveland St. Moscow, ID 83843 (208) 882-1120 fax (208) 883-4440 www.msd281.org

Dr. Gregory J. Bailey, Superintendent

Carrie Brooks, Curriculum Director
Jennifer Johnson, Business Manager

Charlie Gerke, Operations Director
Shannon Richards, Special Services Director

January 18, 2022

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow – 2021 Transportation Alternatives Program (TAP) Request No. 2 – Infrastructure Project

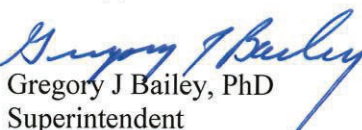
Dear TAP Selection and Evaluation Committee:

On behalf of the Moscow School District #281 (MSD), I am submitting this letter of support and participation for the City of Moscow's funding request to install a pedestrian warning beacon near a crossing area and curb, gutter and sidewalk on both sides of Mountain View Road between Joseph Street and White Avenue. The project intersects with Paradise Path and will continue across Mountain View Road to install additional sidewalk along the Latah Fairgrounds access road which is home to parks and several youth activities to include the ice rink. This proposed project will construct needed pedestrian infrastructure improvements in a high traffic area and will close a gap and will create a 1.2-mile-long continuous pedestrian friendly zone on Mountain View Road from "F" Street to White Avenue and will expand the north-south pathway options for non-motorized users.

This area of Mountain View Road is an optional walking/biking area versus riding the bus to school for many MSD students and we encourage active travel and exercise and support this project to construct the needed infrastructure to make this a safe continuous walking/biking route. The connection to Paradise Path will also provide a direct route to the MSD Community Playfields encompassing 23 acres of softball, baseball, and multi-use fields to accommodate a variety of sports and activities as well as a field house with a concession stand, locker rooms, and an announcer's booth. During all seasons but winter, this ballpark is occupied on a daily basis with games, tournaments, practices, etc., and having both a non-motorized pathway off the main vehicular travel route on Mountain View Road is much safer for the children to use for travel. The MSD strives to provide educational and recreational settings that allows students to have a safe environment with access to a multitude of extra-curricular activities. The proposed project elements for the City's TAP 2021 No. 2 Grant application furthers these goals by providing the needed pedestrian improvements.

The MSD commits to working with the City to let students and parents know about the proposed improvements if the funding request is approved. Additionally, we will assist in public outreach prior to and during construction in order to decrease the congestion in the construction zone and to make sure all are informed of the new pedestrian safety improvements. We support the City's request for these pedestrian safety improvements to this highly traveled corridor connecting to multiple schools and other locations where MSD students play such as parks, recreation and community centers. On behalf of the MSD, I want to thank you in advance for your consideration and support of this request which is very important to our students.

Sincerely,


Gregory J Bailey, PhD
Superintendent

Administration
650 N. Cleveland
Moscow, ID 83843
208.882.1120
AX: 208.883.4440

Moscow High School
402 E. Fifth Street
Moscow, ID 83843
208.882.2591
AX: 208.892.1136

Moscow Middle School
1410 East D Street
Moscow, ID 83843
208.882.3577
AX: 208.892.1182

Lena Whitmore Elementary
110 S. Blaine
Moscow, ID 83843
208.882.2621
AX: 208.892.1202

B. McDonald Elementary
2323 East D Street
Moscow, ID 83843
208.882.0228
AX: 208.892.1216

J. Russell Elementary
119 N. Adams
Moscow, ID 83843
208.882.2715
AX: 208.892.1241

West Park Elementary
510 Home Street
Moscow, ID 83843
208.882.2714
AX: 208.892.1259

Paradise Creek Regional High School
1314 S. Main
Moscow, ID 83843
208.882.3687
AX: 208.882.6815

Support Services Facility
AX: 208.892.1265
Location:
2245 White Avenue
Facilities
208.892.1129
Food Service
208.892.1123
Transportation
208.882.3933



January 18, 2022

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow - 2021 Transportation Alternatives Program (TAP) Request No. 2 - Infrastructure Project

Dear TAP Selection and Evaluation Committee:

SMART Transit works closely with the City in providing public transit services throughout Moscow and collaborates on projects and improvements to include bus shelters and other amenities on the fixed routes. Therefore, it is with pleasure that I submit this letter of support for the City of Moscow's TAP funding request for pedestrian safety improvements on Mountain View Road from Joseph Street to White Avenue. This project will close a gap and will create a 1+ mile-long continuous pedestrian pathway on Mountain View Road from "F" Street to White Avenue and will expand the north-south pathway options for non-motorized users. The area of focus for the proposed project is a high-use traffic route accessing shopping, entertainment, recreation, and low-income housing. Located between the Latah County Fairgrounds and the Moscow School District Playfields, this area experiences high volumes of pedestrian traffic, especially during games and events at the fairgrounds.

SMART has nine fixed route bus stops on or leading to the project area and the proposed pedestrian improvements will provide safe ADA accessible access to those passengers who walk or ride their bike to catch the bus. The fixed route buses travel this route a minimum of 12 times per day and several additional medical trips for dial-a-ride services are provided to multiple residential housing locations adjacent to Mountain View Road. SMART will be able to provide a safer efficient service when Mountain View Road is paralleled with sidewalk, green strip, curb, and gutter throughout this corridor and does not have to pull off the roadside to pick up and drop off passengers or swerve to avoid pedestrians walking or biking on the edge of the road. The grant request from the City includes many elements that will assist our drivers in safely traveling the fixed route with pedestrians traveling in a safe protected location to be seen by all vehicular traffic.

On behalf of SMART Transit, we strongly support the City's request to implement these critical safety improvements to the infrastructure at these proposed project locations and encourage the TAP Selection and Evaluation Committee to fund this request. Thank you for the opportunity to provide our input and support this very important project for safe pedestrian access to our community throughout the Mountain View Road corridor.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Aiman", with a stylized flourish at the end.

Ben Aiman, Executive Director
SMART Transit



COLLEGE OF EDUCATION, HEALTH
AND HUMAN SCIENCES

Department of Movement Sciences
875 Perimeter Drive MS 2401
Moscow ID 83844-2401

208.885.7921
movementsciences@uidaho.edu
uidaho.edu/ed/mvsc

January 18, 2022

Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow–2021 Transportation Alternatives Program (TAP) Request No. 2–Infrastructure Project

Dear TAP Selection and Evaluation Committee:

The University of Idaho (UI) has worked with City of Moscow (City) and the Moscow School District (MSD) since 2008 implementing and coordinating the Safe Routes to School Program (SRTS). During this period of time, UI SRTS has partnered with the City in their efforts to construct multiple infrastructure projects with grant funds awarded by the Idaho Transportation Department (ITD) and the Local Highway Technical Assistance Council (LHTAC) to provide safe walking and biking routes to schools in MSD. The UI SRTS has also received continuous grant funding SRTS since 2008 to build and maintain the Education, Encouragement and Evaluation components of the SRTS program. The multiple completed infrastructure projects have benefited the community greatly as more children are able to walk and bike safely to school.

As the next step, the City identified the area of Mountain View Road from Joseph Street to Heron's Hideout for the TAP grant. The project scope includes the installation of approximately 900 feet of curb, gutter and sidewalk on both sides of Mountain View Road. This corridor will connect to the south end of the Mountain View Road project that is scheduled to be completed in Fall of 2022 and will close a gap in the pedestrian infrastructure between Joseph Street and White Avenue. Closing that gap will create a 1.2-mile-long continuous pedestrian pathway on Mountain View Road from 'F' Street to White Avenue and will expand the north-south pathway options for children to walk and bike this route. This project will also install a pedestrian warning beacon for the Paradise Path crossing and sidewalk which will continue to the west and provide access to the fairgrounds and Lion's Park. These are all areas that connect to the existing designated safe routes for the schools located parallel to Mountain View Road. These areas of focus are high-use pedestrian routes that provides access to the Latah County Fairgrounds and the MSD Community Playfields which are areas that children travel to after school for sporting and recreational events in addition to 4-H and the ice rink at the fairgrounds.

Students and families often avoid this busy corridor and a choose driving over active travel modes. The proposed pedestrian infrastructure improvements will provide greater active travel access, improve safety, and change travel trends in Moscow. As the SRTS host for Moscow, the UI commitment to participate with the City's proposed project will be to update the SRTS maps and provide materials to the surrounding schools and PTA's about the infrastructure upgrades and encourage use of the new route for students walking/biking to school and recreational facilities. The funding request being submitted by the City for 2021 TAP integrates many engineered pedestrian infrastructure improvements which close gaps in the SRTS travel area which are needed to reduce barriers for children walking and bicycling to school and to physical activity and recreational opportunities.

On behalf of the Moscow SRTS program, we support the City's request for key pedestrian safety improvements in the broader centralized school zone areas encompassing elementary, charter, and middle schools and several MSD recreational facilities. Thank you for the opportunity to support this very important funding request.

Sincerely,

Helen Brown, MPH, RDN
Associate Clinical Professor, Movement Sciences

To enrich education through diversity, the University of Idaho is an equal opportunity/affirmative action employer.



City of Moscow Fire Department

*Dedicating our efforts to the
preservation of life, the
protection of property and the
safety of our personnel.*



Brian R. Nickerson
Fire Chief

Dan Ellinwood
Division Chief/Fire Marshal

Debby Carscallen
Division Chief/EMS

Scott Williams
Captain/Training & Safety

Matt Caples
Fire Inspector

229 Pintail Lane
P.O. Box 9203
Moscow, ID 83843
Phone 208.882.2831

Website www.ci.moscow.id.us
Hearing Impaired 208.883.7019
City Hall 208.883.7000



Art Bettge
Mayor

Bill Belknap
City Supervisor



January 18, 2022

Selection and Evaluation Committee
Transportation Alternatives Program (TAP)
Local Highway Technical Assistance Council
330 Grace Street
Boise, ID 83703

Re: City of Moscow – 2021 Transportation Alternatives Program (TAP) Request No. 2
– Infrastructure Project

Dear TAP Selection and Evaluation Committee:

The Moscow Volunteer Fire Department (MVFD) celebrated its 129th year last summer. As a combination department, there are seven paid staff which consists of myself as the Division Chief/Fire Marshall, Fire Chief, Division Chief EMS, Safety Training Officer, Volunteer Coordinator, Fire Inspector, and an Administrative Specialist. The remainder of the department consists of 100+ volunteers. The Ambulance Company (EMS) functions as a medical branch of the MVFD and share the paid staff positions. Each year the MVFD responds to over 2,700 emergency calls within the Moscow city limits and approximately 75% of those calls are EMS. Many of those EMS calls are pedestrian vs. vehicle accidents at intersections and areas throughout the City which are lacking critical pedestrian infrastructure parallel to the vehicular travel lanes.

Fire Station No. 2 serves the northwest section of Moscow which is the most populated and has a majority of the traffic traveling northwest. The Station is also located adjacent and parallel to the proposed project. Therefore, we are submitting this letter of support for the City's request for improvements on Mountain View Road from Joseph Street to Heron's Hideout as a high priority project that needs support from a TAP grant.

The scope of the project includes the installation of curb, gutter, and sidewalk on both sides of Mountain View Road. This project will close an existing gap in safe pedestrian access and will create a continuous pedestrian pathway on Mountain View Road from 'F' Street to White Avenue and will expand the north-south pathway options for non-motorized users. The proposed improvements to include the warning beacon and the pathway on the opposite side of the street paralleling Station No. 2 and will provide a safe place for pedestrian/bike travel that will keep them off the roadway and allow vehicles to expediently leave the station to quickly arrive at their emergency destination.

The proposed project elements will increase awareness and visibility, slow traffic, and create vehicle/pedestrian barriers. It will also create a safer atmosphere for emergency vehicles traveling the corridor. We encourage you to please fund this request which will provide immeasurable benefits to our City from a public safety aspect.

Sincerely,

Dan Ellinwood
Division Chief / Fire Marshal
Moscow Volunteer Fire Department

EXHIBIT B

1050.20 Appendix A:

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

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

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

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

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

COMMITTEE STAFF REPORT

DATE: Monday, April 3, 2023



RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Proposed Lot Line Adjustment between Lots 1 and 2, Block 1 of Woodbury 1st Addition and 1309 Slonaker Drive (ACTION ITEM) - Aimee Hennrich

DESCRIPTION

The applicants, Mark Wintz and Joe May, are requesting a lot line adjustment between three properties described as Lot 1 and Lot 2, Block 1 of Woodbury 1st Addition and 1309 Slonaker Drive. The proposed lot line adjustment would reduce Lot 1, Block 1 from 13,893 sf to 13,486 sf and reduce Lot 2, Block 1 from 14,049 sf to 13,407 sf. The lot addressed as 1309 Slonaker Drive would increase from 44,651 sf to 45,700 sf. The applicants are requesting the lot line adjustment in order to accommodate the existing landscaping at 1309 Slonaker Drive. The two lots within Woodbury 1st Addition are vacant land and are located in the Moderate Density Residential Zoning District (R-2). Within the R-2 Zoning District, lots are required to be 7,000 sf and have a minimum lot width of 60 feet. 1309 Slonaker contains a single-family home as well as a detached garage and is located within the Low Density, Single-Family Residential Zoning District (R-1). Within the R-1 Zoning District, lots with single-family dwellings require a minimum area of 9,600 sf and a minimum lot width of 80 feet. All three proposed lots meet the requirements of their respective zoning designations. The Administrative Committee reviewed and recommended approval of this lot line adjustment to City Council on March 24, 2023.

STAFF RECOMMENDATION

Approve the lot line adjustment request with no conditions.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials.1



405 SE Brelsford DR, Ste C
Pullman, WA, 99163
509-339-6187

March 6, 2023

Mayor Art Bettge & City Council

206 E. 3rd Street
Moscow, ID 83843

Dear Mayor Bettge & City Council,

On behalf of Joe May and Mark Wintz, I would like to request the Lot Line Adjustment of the adjacent lots of Blackwood 1st Addition and the recently platted Woodbury 1st Addition. The intention of the lot line adjustment is to move the north line of Lot 3 of Blackwood 1st Addition five feet north to include landscaping.

Included in the application packet you will find the required Site Plan and Legal Description of the property. Please feel free to contact me if you have any questions or concerns regarding the property or the project.

Thank you,

A handwritten signature in blue ink, appearing to be "SS" followed by a long horizontal stroke.

Scott Sumner
Principal
SynTier Engineering



OLD DESCRIPTIONS

LOT 2, BLOCK 1, WOODBURY 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT THEREOF.

LOT 1, BLOCK 1, WOODBURY 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT THEREOF.

LOT 8, BLACKWOOD 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT THEREOF.

NEW DESCRIPTIONS**PROPOSED OWNERSHIP A**

LOT 2, BLOCK 1, WOODBURY 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT THEREOF.

EXCEPTING THEREFROM: THE SOUTH FIVE (5) FEET THEREOF.

CONTAINING: 13,407 SQUARE FEET OF LAND, MORE OR LESS.

PROPOSED OWNERSHIP B

LOT 1, BLOCK 1, WOODBURY 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT THEREOF.

EXCEPTING THEREFROM: THE SOUTH FIVE (5) FEET THEREOF.

CONTAINING: 13,473 SQUARE FEET OF LAND, MORE OR LESS.

PROPOSED OWNERSHIP C

LOT 8, BLACKWOOD 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT THEREOF.

TOGETHER WITH: THE SOUTH FIVE (5) FEET OF LOTS 1 AND 2, BLOCK 1, WOODBURY 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT THEREOF.

CONTAINING: 45,675 SQUARE FEET OF LAND, MORE OR LESS.

PREPARED BY SYNTIER ENGINEERING.



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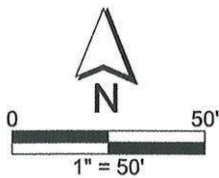
MAR 08 2023

By:

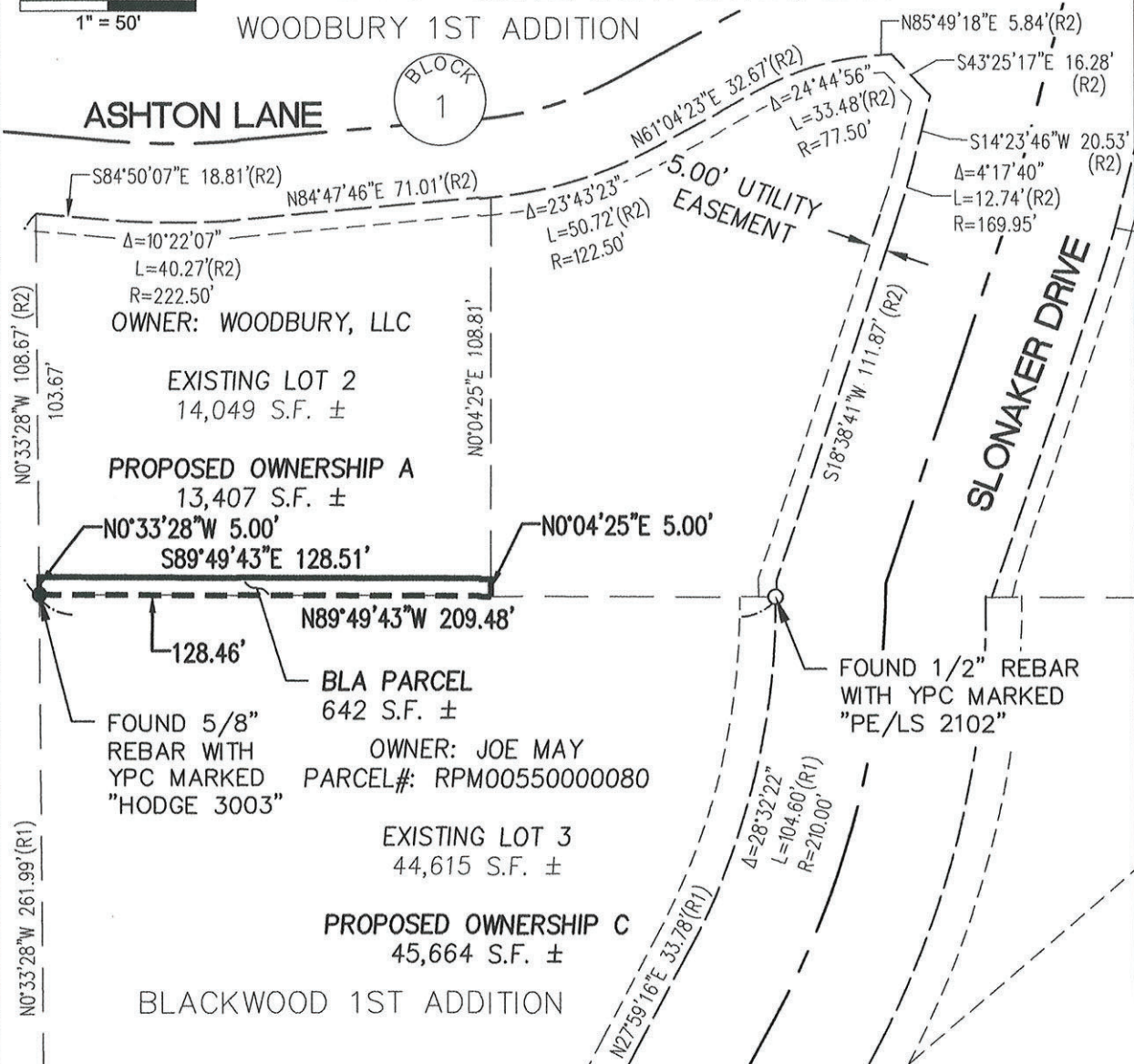
PROPOSED OWNERSHIP "A" EXHIBIT

LOT 3, BLACKWOOD 1ST ADDITION,
& LOT 2, BLOCK 1 OF WOODBURY 1ST ADDITION,
LOCATED IN THE SOUTHWEST AND NORTHWEST QUARTERS
OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF MOSCOW, LATAH COUNTY, IDAHO

WOODBURY 1ST ADDITION



ASHTON LANE

BLOCK
1

THIS EXHIBIT
DOES NOT
CONSTITUTE A
PROPERTY
BOUNDARY
SURVEY

SHEET 1 OF 3



SYNTIER
Engineering, Inc.

405 SE Brelsford Drive, Suite C
Pullman, WA 99163
www.SynTierEngr.com 509.339.6187

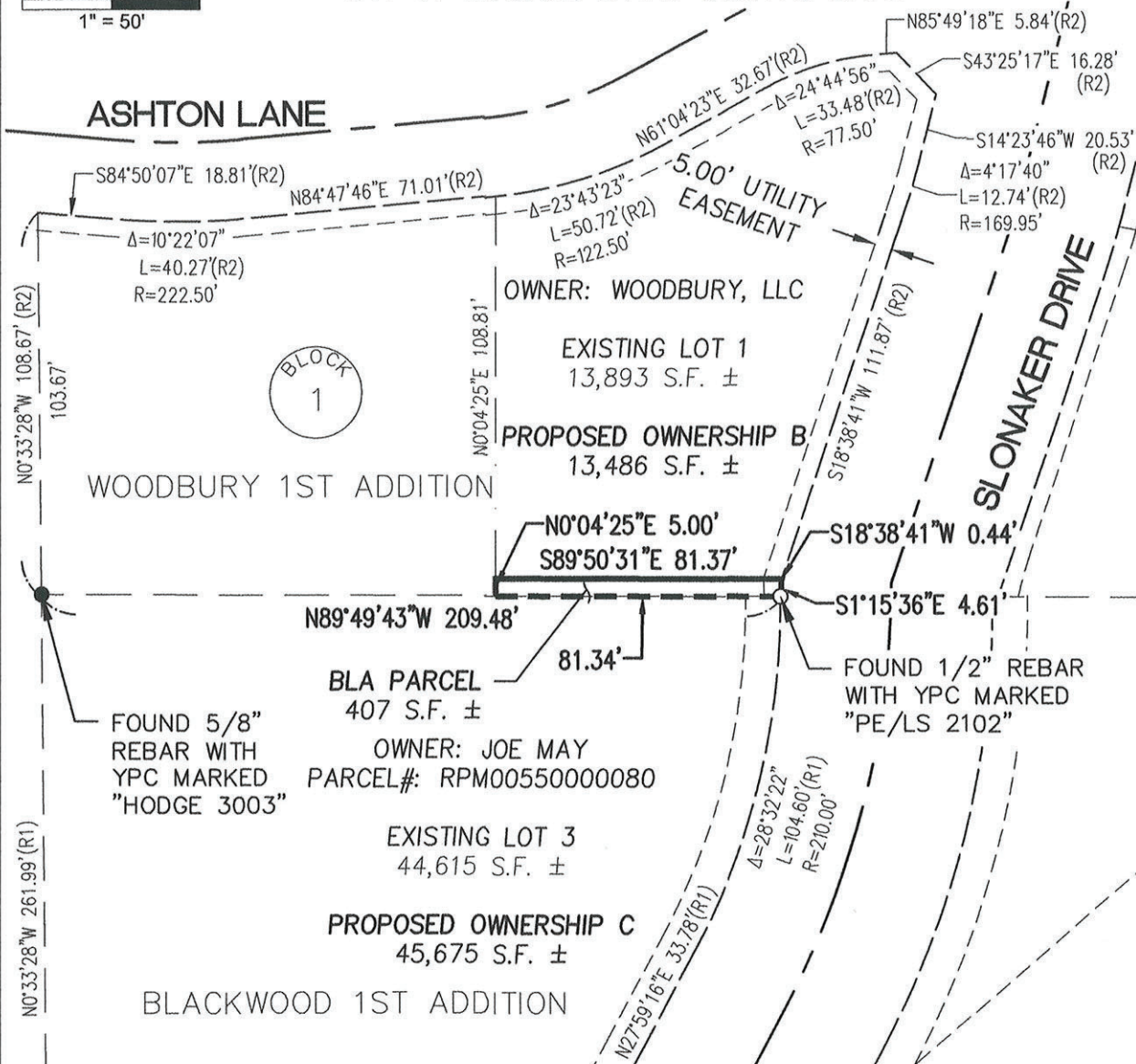
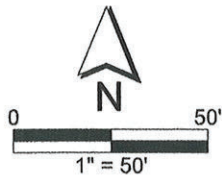
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MAR 08 2023

By:

PROPOSED OWNERSHIP "B" EXHIBIT

LOT 3, BLACKWOOD 1ST ADDITION,
& LOT 1, BLOCK 1 OF WOODBURY 1ST ADDITION,
LOCATED IN THE SOUTHWEST AND NORTHWEST QUARTERS
OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF MOSCOW, LATAH COUNTY, IDAHO



THIS EXHIBIT
DOES NOT
CONSTITUTE A
PROPERTY
BOUNDARY
SURVEY



SHEET 2 OF 3

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405 SE Brelsford Drive, Suite C
Pullman, WA 99163
www.SynTierEngr.com 509.339.6187

RECEIVED

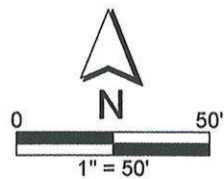
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By

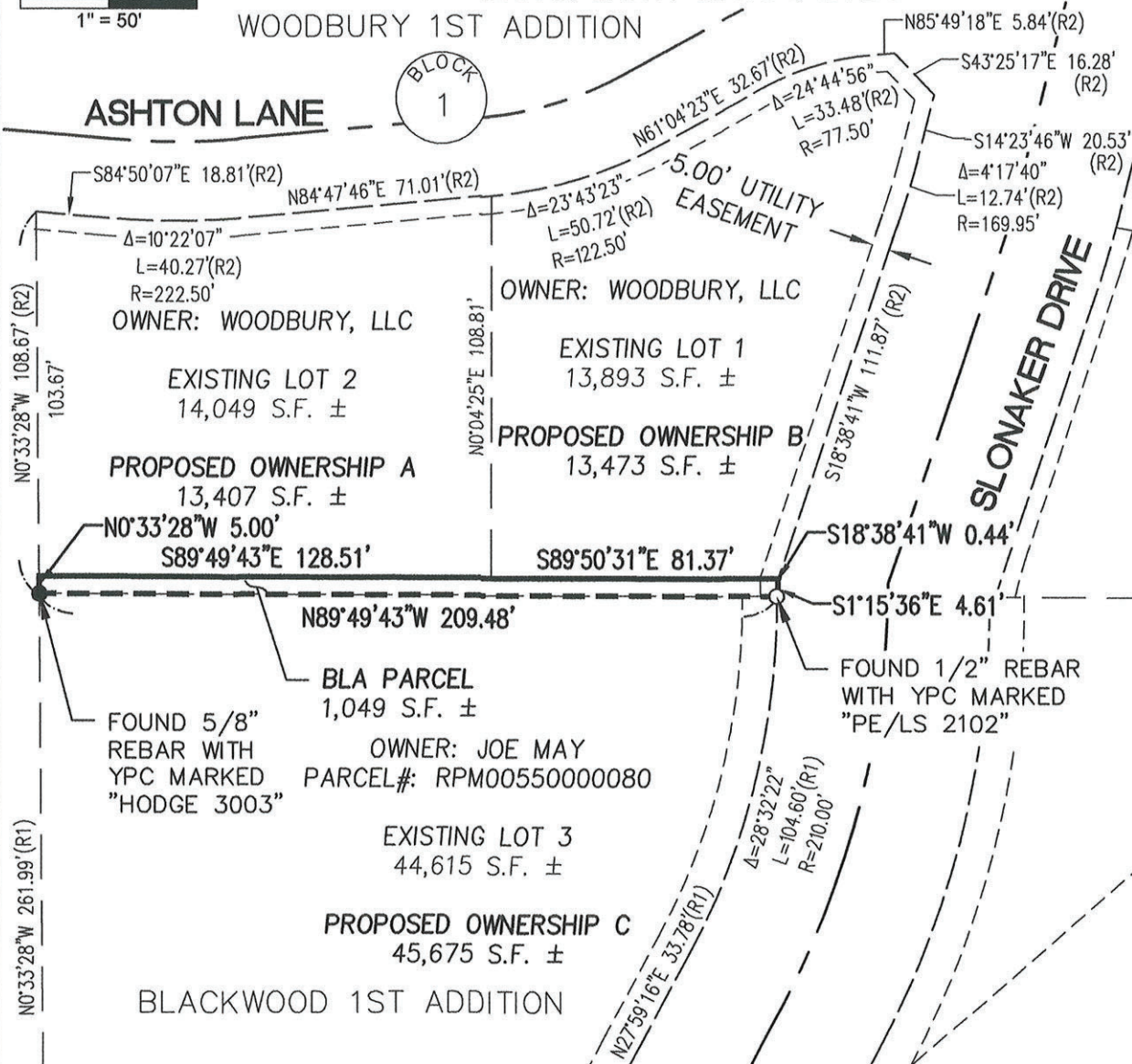
PROPOSED OWNERSHIP "C" EXHIBIT

LOT 3, BLACKWOOD 1ST ADDITION,
& LOTS 1 & 2, BLOCK 1 OF WOODBURY 1ST ADDITION,
LOCATED IN THE SOUTHWEST AND NORTHWEST QUARTERS
OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF MOSCOW, LATAH COUNTY, IDAHO

WOODBURY 1ST ADDITION



ASHTON LANE

BLOCK
1

THIS EXHIBIT
DOES NOT
CONSTITUTE A
PROPERTY
BOUNDARY
SURVEY

SHEET 3 OF 3



SYNTIER
Engineering, Inc.

405 SE Brelsford Drive, Suite C
Pullman, WA 99163
www.SynTierEngr.com 509.339.6187

COMMITTEE STAFF REPORT

DATE: Monday, April 3, 2023



RESPONSIBLE STAFF

Bob Buvel, Staff Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Pullman Highway Transmission Line Project - Bid Results & Contract Award - Bob Buvel

DESCRIPTION

This project's scope includes construction of approximately 3079 linear ft of 24" C900-16 water main, 292 additional linear ft of various size C900 water main, as well as surface restoration of parking lots, highway, street, sidewalks, and green strips. Construction of water main includes new hydrants, associated fittings/valves, thrust restraint, and connection to existing water mains. The City advertised for bids on February 25, 2023 & March 4, 2023, and the Engineer's Estimate for construction is \$1,115,390.00. Bids were opened on March 14, 2023, at which four (4) bids were received. The bids ranged from \$1,519,761.00 to \$2,333,027.50. Of those bids, the lowest responsive bid received was submitted by DEBCO Construction of Orofino, ID with a bid of \$1,519,761.00. A bid tabulation is included in the packet.

STAFF RECOMMENDATION

Acceptance of the bid from DEBCO Construction, award the contract for the bid in the amount of \$1,519,761.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

ACTION: Accept the bid from DEBCO Construction, award the contract in the amount of \$1,519,761.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

FISCAL IMPACT

Funds for the project will be expended from capital accumulation in Water - Improvements (320-220-770-73).

This project was originally programed with two phases. Phase I was programed for construction in FY2023 (\$1,036,201) and Phase II was programed for construction in FY2026 (\$1,024,497). With the ARPA Grant award the City is able to build both phases in FY2023.

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Pullman Highway Transmission Construction Agreement_Final with Attachments
2. Pullman Hwy Transmission Water Main - Bid Tabulation

**CONSTRUCTION AGREEMENT
FOR PULLMAN HIGHWAY TRANSMISSION WATER MAIN
BETWEEN CITY OF MOSCOW, IDAHO
AND ASCORP, INC DBA DEBCO CONSTRUCTION**

THIS CONSTRUCTION AGREEMENT FOR PULLMAN HIGHWAY TRANSMISSION WATER MAIN BETWEEN CITY OF MOSCOW, IDAHO, AND DEBCO CONSTRUCTION (hereinafter "Agreement"), dated this ____ day of _____, 2023, 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 Ascorp, Inc dba Debco Construction, P.O. Box 363 Orofino, Idaho, 83544 (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: Pullman Highway Transmission Water Main, consisting of 169 Pages;
2. Bid Proposal of CONTRACTOR, dated March 14, 2023, Attachment 'B', consisting of 11 Pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of 3 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:

"Pullman Highway Transmission Water Main"

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall not begin prior to May 15th, 2023, and shall be substantially completed by October 13th, 2023. Work on the Pullman Highway and Perimeter Dr. shall be completed by August 11th, 2023. Work shall be substantially completed within ninety (90) calendar days of commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

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

**ARTICLE 4.
CONTRACT SUM**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of One Million Five Hundred Nineteen Thousand Seven Hundred Sixty-One (\$1,519,761.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of One Million Five Hundred Nineteen Thousand Seven Hundred Sixty-One (\$1,519,761.00), 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 it 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 reasonable 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:

Ascorp, Inc dba Debco Construction
Lonnie Simpson, President
P.O. Box 363
Orofino, ID 83544

CITY:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

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

**ARTICLE 18.
EXECUTION**

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

I, Lonnie Simpson, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Ascorp, Inc dba Debco Construction to this Agreement.

CONTRACTOR:

Ascorp, Inc dba Debco Construction

CITY:

City of Moscow, Idaho

By: Lonnie Simpson, President

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, appeared Lonnie Simpson, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Ascorp, Inc dba Debco Construction.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

PULLMAN HIGHWAY TRANSMISSION WATER MAIN

CITY OF MOSCOW PROJECT NO. 103-021

CITY OF MOSCOW, IDAHO

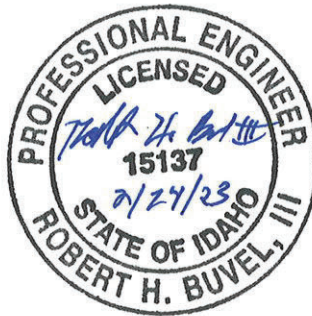
**Community Development
Engineering Division
504 S. Washington Street
(208) 883-7034**

Plans, Specifications and Proposal

For

**PULLMAN HIGHWAY TRANSMISSION
WATER MAIN**

CITY OF MOSCOW PROJECT NO. 103-021



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

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INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 South Washington Street, Moscow, Idaho 83843, and clearly marked “**Bid Enclosed – Pullman Highway Transmission Water Main**” until **2:00 p.m.**, prevailing local time, Tuesday, March 14, 2023, for the following project:

PULLMAN HIGHWAY TRANSMISSION WATER MAIN

At **2:05 p.m., on the same day**, all proposals will be publicly opened and read aloud in the Community Development Building, Main Floor Conference Room, at 504 South Washington Street, Moscow, ID 83843.

This project’s scope includes construction of approximately 3079 linear ft of 24” C900-16 water main, 292 additional linear ft of various size C900 water main, as well as surface restoration of parking lots, highway, street, sidewalks, and green strips. Construction of water main includes new hydrants, associated fittings/valves, thrust restraint, and connection to existing water mains.

Complete digital Project Manual and Project Plans, may viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on “Business” / “Bid Opportunities” / “Pullman Highway Transmission Water Main”

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$22.00**. The Quest project number is **8403110**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

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

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

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

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

Britany Luft

Britany Luft, Deputy City Clerk

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

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

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

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

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

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for "PULLMAN HIGHWAY TRANSMISSION WATER MAIN" as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	<i>Removals</i>				
SP-1.1	Remove and Dispose of Bituminous Surface	477	SY		
SP-1.2	Remove and Dispose of Concrete Sidewalk	53	SY		
SP-1.3	Remove and Dispose of Concrete Curb & Gutter	134	LF		
SP-1.4	Remove and Dispose of Existing Catch Basin	1	EA		
2	<i>Water</i>				
SP-2.1	24-Inch DR 18 C900-16 Water Pipe (Class D Backfill)	558	LF		
SP-2.2	24-Inch DR 18 C900-16 Water Pipe (Class A Backfill)	2521	LF		
SP-2.3	16-Inch DR 18 C900-16 Water Pipe (Class D Backfill)	55	LF		
SP-2.4	12-Inch DR 18 C900-16 Water Pipe (Class D Backfill)	90	LF		
SP-2.5	12-Inch DR18 C900-16 Water Pipe (Class A Backfill)	40	LF		
SP-2.6	10-Inch DR18 C900-16 Water Pipe (Class D Backfill)	75	LF		
SP-2.7	6-Inch DR 18 C900-16 Water Pipe (Class D Backfill)	22	LF		
SP-2.8	24-Inch Butterfly Valve	9	EA		
SP-2.9	16-Inch Butterfly Valve	4	EA		
SP-2.10	12-Inch Gate Valve	2	EA		
SP-2.11	10-Inch Gate Valve	2	EA		
SP-2.12	6-Inch Gate Valve	2	EA		
SP-2.13	Fire Hydrant (excluding valve and hydrant lead)	4	EA		
SP-2.14	Connect to Existing Main	6	EA		
SP-2.15	Bedrock Excavation	30	HR		
3	<i>Storm</i>				
SP-3.1	Install New Catch Basin and Grate	1	EA		
4	<i>Surfacing</i>				
SP-4.1	1/2" Superpave HMA Pavement (4")	111	TON		
SP-4.2	Concrete Sidewalk	38	SY		
SP-4.3	Curb & Gutter	134	LF		
SP-4.4	Pedestrian Ramp (including truncated dome)	15	SY		
5	<i>MISC</i>				
SP-5.1	Erosion Control	1	LS		
SP-5.2	Traffic Control	1	LS		
SP-5.3	Mobilization	1	LS		
SP-5.4	Mature Tree Removal	1	EA		
SP-5.5	3'x3' Concrete Collar	17	EA		
SP-5.6	6-Inch Concrete Bollard	2	EA		
Bid Total					

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2023

(DRAFT – DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR PROJECT NAME
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY**

THIS CONSTRUCTION AGREEMENT FOR PROJECT NAME BETWEEN CITY OF MOSCOW, IDAHO, AND COMPANY (hereinafter “Agreement”), dated this ____ day of _____, 2023, 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 Company Name and Address (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: Project Name, consisting of number of pages;
2. Bid Proposal of CONTRACTOR, dated date, 2021, see Attachment ‘B’, consisting of number of pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment ‘C’, consisting of number of 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:

“Project Name”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before Date, or other time considerations, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

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

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Dollar Amount (\$000.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of Dollar Amount (\$000.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

**ARTICLE 6.
SCOPE OF SERVICES**

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

**ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION**

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

**ARTICLE 8.
CONFLICT OF INTEREST**

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

**ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY**

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

**ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED**

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

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

ARTICLE 11. EMPLOYMENT DISCRIMINATION

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

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

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

**ARTICLE 14.
SPECIAL WARRANTY**

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

**ARTICLE 15.
COMMUNICATIONS**

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

CONTRACTOR:

Company Name
Authorized Agent
Street Address
City, State Zip

CITY:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

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

**ARTICLE 18.
EXECUTION**

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

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

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Plans and specifications are on file in the office of the City Engineer. Copies of same may be obtained electronically from www.questcdn.com for a non-refundable \$22.00. Additional information relative to same may be obtained from the office of the City Engineer.

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

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

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

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

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

IB-5. PROPOSAL GUARANTY

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

IB-6. RETURN OF PROPOSAL GUARANTY

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

IB-7. QUALIFICATIONS OF BIDDER

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

IB-8. AWARD OF CONTRACT

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

IB-9. FAILURE TO EXECUTE CONTRACT

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

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor shall not discriminate against any employee or applicant for employment because 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. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their 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. Such action 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. The 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.

- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

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

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

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

IB-13. PERFORMANCE PERIOD

- A. This work shall not begin prior to May 15th, 2023 and shall be substantially completed by October 13th, 2023. Work in the Pullman Highway and Perimeter Dr. shall be completed by August 11th, 2023. Work shall be substantially completed within ninety (90) calendar days of commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

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

IB-15. ALTERNATES

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

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

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

the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

GENERAL CONDITIONS

GC-1. COMPLIANCE

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

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Attorney	The City Attorney of Moscow, Idaho.
City	The City of Moscow, Latah County, Idaho ("CITY"), a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the CITY is to be considered the acts of the Council acting through the Mayor and Clerk.
City Engineer	The City Engineer of Moscow, Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
City Parks & Facilities Manager	The City Parks & Facilities Manager of Moscow, Idaho, and/or inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.

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

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and

schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.

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

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

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

GC-5. INVESTIGATION BY BIDDERS

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

GC-6. NON-DISCRIMINATION

- A. The Contractor will not 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.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

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

of the amount of work to be performed or attempt to hold CITY or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

A. Contract Form

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

B. Execution of Agreement

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

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Contractor shall bind every subcontractor to the following:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
 - (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment.

The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.

- (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.

b. The Contractor agrees:

- (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
- (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice

thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

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

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that

sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.

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

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

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

F. Assignment:

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

GC-9. QUANTITIES FURNISHED BIDDERS

- A. Unit Price Contract. The estimates of quantities are only approximate and are for the purpose of comparing bids. CITY reserves the right to increase or decrease

individual items in such amount as may be in CITY'S sole judgment, to CITY'S best interests depending upon conditions encountered or observed during the Project. It shall be CONTRACTOR'S responsibility to satisfy itself as to the accuracy of the estimates. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:
 - i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and
 - ii. If there is no corresponding adjustment with respect to any other item of Work; and
 - iii. If CONTRACTOR thinks that CONTRACTOR has incurred additional expense as a result thereof; or if the CITY thinks that the quantity variation entitles the CITY to an adjustment in the unit price, either the CITY or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.
Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of Unit Price Work performed by CONTRACTOR.

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

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

- A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.

- B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in CITY, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. The City may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;

4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.

2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty-one (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by

notifying CITY of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

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

or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11

- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.
- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

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

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied CITY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for

any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

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

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

- A. The Contractor shall be responsible for all work until its acceptance by the CITY.
- B. The Contractor shall be responsible for all quality control including but not limited to tests and inspections; correction, removal of defective work.

1. Tests and Inspections

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

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

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

GC-22. ORDERS TO BEGIN WORK

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

GC-23. ORDER OF WORK

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

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such

demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.

- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:
 - 1. Inform the City Engineer in writing of such need; and
 - 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 - 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 *et seq.*
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

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

GC-27. GUARDS AND BARRICADES

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

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

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

GC-29. MAINTAINING POSTAL SERVICE

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

GC-30. EMERGENCY WORK

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

GC-31. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer)

unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him/her shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.

- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

A. Correction of Work before Final Payment:

1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.
2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

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

C. Deductions for Uncorrected Work:

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

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis or quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.
- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

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

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

- A. Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown.

Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.

- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

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

GC-37. CLEANUP

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

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT (http://tax.idaho.gov/forms/EFO00168_04-28-2011.pdf). Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release (https://tax.idaho.gov/forms/EFO00234_05-27-2020.pdf) from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

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

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.

- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
 - 1. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:
- B. Those required by the Moscow City Code, such as:

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

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

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

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

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

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

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

2.1 Traffic Control

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

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

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

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

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

2.2 Right of Way Use Permits

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

2.3 Payment: Traffic Control

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

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

ES-3. MATERIALS

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

ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

ES-5. EARTHWORK

5.1 Excavation

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

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

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

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

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

5.2 Structural Fill

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

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

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

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

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

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

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

5.3 Payment

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

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

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

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

6.2 Construction Requirements

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

6.3 Payment

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

ES-7. CRUSHED ROCK BASE

7.1 Description

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

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

7.2 Aggregate

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

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

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

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

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

No. 30	10 – 30
No. 200	2 – 9

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

7.3 Test Methods

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

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

7.4 Placing

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

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

7.5 Mixing

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

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

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

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

7.6 Shaping and Compaction

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

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

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

7.7 Payment

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

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

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

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

8.3 Payment

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

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

ES-9. WATERING

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

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

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

ES-10. WEIGHING

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

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

Sand equivalent shall be a minimum of 70.

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

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

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

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

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

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

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

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

12.7 Curing Concrete

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

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

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

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

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

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

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

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

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

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

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

ES-13. CONCRETE CURB

13.1 General

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

13.2 Forms

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

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

13.3 Joints

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

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

13.4 Construction Requirements

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

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

13.5 Finishing

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

13.6 Curing

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

13.7 Backfilling

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

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

13.8 Payment

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

ES-14. CONCRETE SIDEWALK

14.1 General

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

14.2 Gravel Base

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

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

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

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

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

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

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

14.3 Construction requirements

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

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

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

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

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

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

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

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

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

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

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

14.4 Payment

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

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

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

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

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

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

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

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

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

ES-16 CEMENT CONCRETE PAVEMENT

16.1 General

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

16.2 Aggregates

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

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

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

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

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

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

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

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

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

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

16.3 Curing and Protection

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

16.4 Joint Fillers and Sealants

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

16.5 Air-Entrained Concrete

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

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

AIR CONTENT OF FRESHLY MIXED CONCRETE

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

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

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

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

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

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

16.6 Reinforcing Steel

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

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

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

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

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

16.7 Measurement of Materials

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

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

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

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

16.8 Re-tempering

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

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

16.9 Construction of Portland Cement Concrete Pavement

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

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

16.10 Payment

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

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

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

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

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

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

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

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

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

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

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

ES-18. MANHOLES AND CATCH BASINS

18.1 General

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

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

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

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

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

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

18.3 Rings and Lids

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

18.4 Sanitary Sewer Manholes

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

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

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

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

- C. Watertightness

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

18.5 Storm Sewer Manholes

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

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

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

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

18.6 Catch Basins and Catch Inlets

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

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

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

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

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

18.7 Risers

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

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

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

19.2 Type of Backfill

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

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

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

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

19.3 Excavation and Backfill for Fire Hydrants

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

19.4 Trench Excavation

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

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

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

19.5 Materials

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

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

19.6 Workmanship

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Class A Backfill

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

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

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

2. Class B Backfill

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

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

3. Class C Backfill

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

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

4. Class D Backfill

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

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

5. Class E Backfill

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

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

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

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

6. Class F Backfill

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

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

7. Subsurface Drain Backfill

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

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

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

* All percentages are by weight.

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

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

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

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

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

19.7 Payment

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

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

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

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

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

ES-20. PIPE

20.1 Storm Sewer Pipe

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

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

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

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

20.2 Sanitary Sewer Pipe

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

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

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

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

20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

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

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

1. Perforated Corrugated Plastic Pipe

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

2. Perforated Solid Wall Plastic Pipe

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

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

20.4 Water Pipe & Ductile Iron Fittings

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

20.5 Pipe Laying

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Anchorage (water pipe)

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

2. Thrust Blocking

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

3. Metal Tie Rods

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

20.6 Pipe Testing and T. V. Inspection

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

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

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

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

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

1. Exfiltration Test (Using Air)

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

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

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

$$T = 0.0109 D^2L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

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

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

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

2. T.V. Inspection

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

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

C. Water Pipe

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

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

20.7 Plugging Existing Pipe

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

20.8 Basis of Payment

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

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

ES-21 GATE VALVES AND VALVE BOXES

21.1 Scope

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

21.2 Materials

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

21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

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

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

ES-22. FIRE HYDRANTS

22.1 Scope

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

22.2 Materials

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

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

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

22.3 Workmanship

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

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

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

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

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

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

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

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

22.4 Payment

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

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

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

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

23.2 Workmanship

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

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

23.3 Basis of Payment

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

ES-24. STREET / ALLEY CUT REPAIR

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

ES-25. EROSION AND SEDIMENT CONTROL

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

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

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

ES-26 STORMWATER RUNOFF CONTROL

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

ES-27. IMPORTED TOPSOIL

27.1 General

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

27.2 Payment

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

ES-28 SEEDING

28.1 Seed

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

28.2 Application

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

28.3 Fertilizer

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

28.4 Mulch

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

28.5 Seedbed Preparation

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

28.6 Payment

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

ES-29. TREE TRIMMING

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

ES-30. INSPECTION

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

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

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

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

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

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

ES-31. WORKMANSHIP AND CLEAN UP

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

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

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

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

ES-32. MOBILIZATION

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

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

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

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

SPECIAL PROVISIONS

SCOPE

This project's scope includes construction of approximately 3079 linear ft of 24" C900-16 water main, 292 additional linear ft of various size C900 water main, as well as surface restoration of parking lots, highway, street, sidewalks, and green strips. Construction of water main includes new hydrants, associated fittings/valves, thrust restraint, and connection to existing water mains.

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

GENERAL

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

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

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

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

The contractor is responsible for damages to any and all facilities and appurtenances, plant material, underground utilities and other improvements and must repair and/or replace any or all items damaged in a timely and acceptable manner at no cost to the Owner. The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed areas, or where removals are made, so that such adjacent work is left in the same state of work.

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

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

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

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

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

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

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

INSPECTION

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

Request for inspection may be verbal, but shall be given in sufficient time to allow the Engineer, or his/her representative, to arrange to be present as required. Failure to notify the Engineer, or

his/her representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

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

ORDER OF WORK

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

ABANDONING & REMOVAL OF EXISTING WATER MAINS

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

LOCATING WIRE

General

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

Materials

- A. Open Trench / Open Cut: No. 12 AWG Copper with a minimum 450 lb. break load, minimum 30 mil insulation for direct bury color coded per American Public Works Association (APWA) standard for the specific utility being marked.
- B. Directional Drilling/Boring: No 12. AWG extra strength wire with a minimum 1,150 lb. break load, minimum 45 mil HDPE insulation for direct bury, color coded per APWA standard for the specific utility being marked.
- C. Pipe Bursting: Copperhead 7x7 stranded copper-clad steel SoloShot Xtreme Strength with 4,700 lb. break load, minimum 50 mil HDPE insulation color coded per APWA standard for specific utility being marked, or approved equivalent.

- D. Direct Bury Splice Kit: 3M Direct Bury Splice Kit DBR/Y-6, or, Copperhead SnakeBite Locking Connector, Mainline to Service Connector, or an approved equal.
- E. Ground Rod: Magnesium grounding anode, 18.5” in length, 1.5 lb. minimum.

Locating Wire Access Point Box

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

Marking Tape

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

Workmanship

- A. General:
 - 1. Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal.
 - 2. Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
 - 3. Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
 - 4. Tracer wire shall be installed at the bottom half of the pipe and secured taped/tied) at 10 - foot intervals.
 - 5. Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end ground using an approved waterproof connector to a Ground Rod driven into virgin soil beneath and in line with the utility.

6. All service lateral tracer wire shall be a single wire, connected to the mainline tracer wire using a three-way mainline-to-service connector, installed without cutting/splicing the mainline tracer wire.
7. In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved connectors.
8. Tracer wire on all service laterals/stubs must terminate at an approved tracer wire access point located directly above the utility, at the edge of the road right-of-way, but out of the roadway.
9. One foot of excess/slack wire is required in all tracer wire access points after meeting final elevation.
10. Tracer wire must be properly grounded as specified.
11. At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a 1.5-lb., drive-in, magnesium ground rod.
12. When grounding the tracer wire at dead-ends/stubs, the Ground Rod shall be driven into virgin soil directly beneath and in line with the utility.
13. Where the Ground Rod wire will be connected to a tracer wire access point, one foot of excess/slack wire is required after meeting final elevation.
14. Prior to commencing any new construction, a Utility Locating System Plan (ULSP) must be submitted and approved by the City showing the proper tracer wire installation for all water and sewer lines. The ULSP will be required to show the locations of all tracer wire, ground rods, and above grade access points.
15. When tracer wire access point is to be located within a public or private street, a Traffic Rated Tracer Wire Access Point Box per MSD-2000.8 shall be used. For tracer wire access point located within a sidewalk, walking path, or driveway an access point box per 2060.2.4.B shall be used. For a tracer wire point located within a yard or green strip an access point box per 2060.2.4.C shall be used. For a tracer wire access point located on a fire hydrant an access point box per 2060.2.4.A shall be used. The tracer wire access point for water service lines shall be located in an approved water meter box per ISPWC Division 400.

Sanitary And Storm Sewer Systems

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

Water

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

Testing

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

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

MISC REMOVALS

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

TREE ROOTS

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

ENVIRONMENTAL PROTECTION

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

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

SP-1.1 REMOVE AND DISPOSE OF BITUMINOUS SURFACE

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

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

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

Removal and disposal of two 6" concrete bollards and footing in bituminous removal area will be considered incidental to this special provision.

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

Measurement and Payment:

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

SP-1.1 REMOVE AND DISPOSE OF BITUMINOUS SURFACE SY

SP-1.2 REMOVE AND DISPOSE OF CONCRETE SIDEWALK

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

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

Measurement and Payment:

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

SP-1.2 REMOVE AND DISPOSE OF CONCRETE SIDEWALK SY

SP-1.3 REMOVE & DISPOSE OF CONCRETE CURB & GUTTER

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

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

Measurement and Payment:

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

SP-1.3 REMOVE AND DISPOSE OF CONCRETE CURB & GUTTER..... LF

SP-1.4 REMOVE AND DISPOSE OF EXISTING CATCH BASIN

This work shall consist of, but not limited to, the removal and disposal of existing catch basins with a depth less than 4 feet. The removal shall be performed in accordance with the Project Plans, Engineering Specifications and the Standard Drawings.

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

Measurement and Payment:

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

SP-1.4 REMOVE AND DISPOSE OF EXISTING CATCH BASINEA

SP-2.1 24-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of 24" DR 18 C900-16 water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Weathered bedrock encountered during excavation that is rippable with standard excavation equipment will be considered incidental to this item. See appendix for geotechnical information along this alignment.

Backfill for this work shall be in accordance with "Class D Backfill" from Standard Drawing #33b.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.1 24-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL) LF

SP-2.2 24-INCH DR 18 C900-16 WATER PIPE (CLASS A BACKFILL)

This work shall consist of, but not limited to, the installation of 24" DR 18 C900-16 water pipe including the required fittings, locating wire and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Weathered bedrock encountered during excavation that is rippable with standard excavation equipment will be considered incidental to this item. See appendix for geotechnical information along this alignment.

Backfill for this work shall be in accordance with "Class A Backfill" from Standard Drawing #33a.

Top soil associated with Class A backfill shall conform to Engineering Specifications ES-27.

Restoring disturbed vegetated surfaces will be considered incidental to this item and conform to Engineering Specifications ES-28.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.2 24-INCH DR 18 C900-16 WATER PIPE (CLASS A BACKFILL) LF

SP-2.3 16-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of 16" DR 18 C900-16 water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Weathered bedrock encountered during excavation that is rippable with standard excavation equipment will be considered incidental to this item. See appendix for geotechnical information along this alignment.

Backfill for this work shall be in accordance with "Class D Backfill" from Standard Drawing #33b.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.3 16-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL) LF

SP-2.4 12-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of 12" DR 18 C900-16 water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted

in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Weathered bedrock encountered during excavation that is rippable with standard excavation equipment will be considered incidental to this item. See appendix for geotechnical information along this alignment.

Backfill for this work shall be in accordance with "Class D Backfill" from Standard Drawing #33b.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.4 12-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL) LF

SP-2.5 12-INCH DR 18 C900-16 (CLASS A BACKFILL)

This work shall consist of, but not limited to, the installation of 12" DR 18 C900-16 water pipe including the required fittings, locating wire and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Backfill for this work shall be in accordance with “Class A Backfill” from Standard Drawing #33a.

Weathered bedrock encountered during excavation that is rippable with standard excavation equipment will be considered incidental to this item. See appendix for geotechnical information along this alignment.

Top soil associated with Class A backfill shall conform to Engineering Specifications ES-27.

Restoring disturbed vegetated surfaces will be considered incidental to this item and conform to Engineering Specifications ES-28.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.5 12-INCH DR 18 C900-16 WATER PIPE (CLASS A BACKFILL).....LF

SP-2.6 10-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of 10” DR 18 C900-16 water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Weathered bedrock encountered during excavation that is rippable with standard excavation equipment will be considered incidental to this item. See appendix for geotechnical information along this alignment.

Backfill for this work shall be in accordance with “Class D Backfill” from Standard Drawing #33b.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.6 10-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL)..... LF

SP-2.7 6-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL)

This work shall consist of, but not limited to, the installation of 6" DR 18 C900-16 water pipe including the required fittings, locating wire, and thrust blocks. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, and the Standard Drawings.

Pressure testing on newly installed pipe/fittings will be performed by the contractor with a City representative on site to witness the testing. Testing will be performed at 150 psi or 1.5 times the working pressure whichever is greater. Testing will be considered passing if there is 5 psi or less pressure loss over a 2 hour period.

Flushing and disinfecting of newly installed pipe will be the contractors responsibility and meet AWWA C651-99 standards for disinfecting water mains. Bacteria sampling and testing will be performed by the City.

Backfill for this work shall be in accordance with "Class D Backfill" from Standard Drawing #33b.

Weathered bedrock encountered during excavation that is rippable with standard excavation equipment will be considered incidental to this item. See appendix for geotechnical information along this alignment.

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

Measurement and Payment:

Installation of water pipe and fittings shall be paid by the linear foot installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.7 6-INCH DR 18 C900-16 WATER PIPE (CLASS D BACKFILL)..... LF

SP-2.8 24-INCH BUTTERFLY VALVE

This work shall consist of, but not limited to, the installation of 24” butterfly valves. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

Valve nuts deeper than 4’ shall have a solid piece of 6” ductile iron pipe used as a valve box until a single top section of a manufactured valve box can be used to match existing surface.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Butterfly valves shall be paid per each with valve box. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.8 24-INCH BUTTERFLY VALVE EA

SP-2.9 16-INCH BUTTERFLY VALVE

This work shall consist of, but not limited to, the installation of 16” butterfly valves. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

Valve nuts deeper than 4’ shall have a solid piece of 6” ductile iron pipe used as a valve box until a single top section of a manufactured valve box can be used to match existing surface.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Butterfly valves shall be paid per each with valve box. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.9 16-INCH BUTTERFLY VALVE EA

SP-2.10 12-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of 12” gate valves. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

Valve nuts deeper than 4’ shall have a solid piece of 6” ductile iron pipe used as a valve box until a single top section of a manufactured valve box can be used to match existing surface.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valves shall be paid per each with valve box. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.10 12-INCH GATE VALVE EA

SP-2.11 10-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of 10” gate valves. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

Valve nuts deeper than 4’ shall have a solid piece of 6” ductile iron pipe used as a valve box until a single top section of a manufactured valve box can be used to match existing surface.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valves shall be paid per each with valve box. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.11 10-INCH GATE VALVE EA

SP-2.12 6-INCH GATE VALVE

This work shall consist of, but not limited to, the installation of 6” gate valves. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-21, and the Standard Drawings.

Valve nuts deeper than 4’ shall have a solid piece of 6” ductile iron pipe used as a valve box until a single top section of a manufactured valve box can be used to match existing surface.

This item includes everything required to complete this work including, but not limited to labor, valve, fittings, valve boxes, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Gate valves shall be paid per each with valve box. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.12 6-INCH GATE VALVE EA

SP-2.13 FIRE HYDRANT (EXCLUDING VALVE AND HYDRANT LEAD)

This work shall consist of, but not limited to, the installation of fire hydrants including hydrant tee fitting to connect to main. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-22, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, locating wire, fittings, fire hydrant, connections, materials, equipment and all apparatuses.

Measurement and Payment:

Fire hydrant shall be paid per each. Payment shall be as shown on the Contractor’s Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.13 FIRE HYDRANT (EXCLUDING VLAVE AND HYDRANT LEAD).....EA

SP-2.14 CONNECT TO EXISTING MAIN

This work shall consist of, but not limited to, the work and materials required to connect to existing water mains. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-21 and the Standard Drawings.

The Contractor shall cut and remove pipeline components as indicated by the plans and as necessary for the installation of the required fittings at the points of connection. The Contractor shall determine the exact length of the existing water main that must be removed, and shall cut and bevel all pipe ends to prevent damage to couplings or gaskets during installation of the new fittings. The exterior of the existing pipe end shall be cleaned to a sound, smooth finish before installation of fittings. All damage to existing pipelines to remain in-service that is caused by the Contractor's operations shall be repaired by the Contractor at no expense to the City.

The Contractor shall provide and install all pipeline, fittings, and other components necessary to complete the connection of the new water main and the existing pipeline(s) unless otherwise noted in the plans. All fittings, pipeline, thrust blocking, locating wire, restraints, and other components required to complete the connection shall be provided and installed by the Contractor at no additional cost to the City, unless otherwise noted on the plans.

When work is started on a connection, it shall proceed continuously without interruption, and as rapidly as possible until completed. If the connection to the existing system involves turning off the water, the Contractor shall be responsible for notifying the residents affected by the shutoff. No shutoff of mains will be permitted overnight, over weekends, or on holidays.

No connections or modifications to the existing water system shall be made unless the Engineer or authorized representative of the City's Water Department is present. All such connections or modifications shall be completed between 6:30 a.m. and 5:00 p.m., Monday through Friday, unless requested and approved a minimum of 2 working days in advance.

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

Measurement and Payment:

Connect to existing main shall be paid per each connection to existing water main regardless the size or type. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, dewatering, and incidentals necessary to perform the work for:

SP-2.14 CONNECT TO EXISTING MAIN EA

SP-2.15 BEDROCK EXCAVATION

This work shall consist of, but not limited to, the work and materials required when specialized equipment, such as hydraulic hammers, are required for trench excavation. This item also includes disposal of material removed during excavation.

When non-rippable bedrock is encountered, the contractor will notify the project engineer that such conditions exist and will be required to document time spent for removal.

Measurement and Payment:

Bedrock excavation shall be paid per hour spent on utilizing specialized equipment to fracture and remove non-rippable bedrock material. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-2.15 BEDROCK EXCAVATIONHR

SP-3.1 INSTALL CATCH BASIN AND GRATE

This work shall consist of, but not limited to, the installation of City of Moscow standard catch basin and connection to any accompanying pipe. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-18, ES-19, ES-23, and the Standard Drawings. Catch basins shall be placed in the flow line of the street.

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

Measurement and Payment:

Install catch basin and grate shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, frame and grate, backfill, connection to accompanying pipe, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-3.1 INSTALL DRAINAGE STRUCTURE EACH

SP-4.1 1/2" SUPERPAVE HMA PAVEMENT (4")

This work shall consist of, but not limited to, the installation of hot mix asphalt pavement. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-15, and the Standard Drawings. This work shall take place after the aggregate base grade and compaction are approved by the Engineer.

Tack coat shall be applied at all edges where the new asphalt surface joins the existing pavement and/or curb in accordance with ES-15 SUPERPAVE HOT MIX ASPHALT. Tack coat shall not be applied when surface or weather conditions would prevent proper construction. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Any rutted, damaged, or chipped edges in the existing asphalt matt shall be neatly sawn and removed immediately prior to tack coat application.

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

Measurement and Payment:

Measurement for 1/2" SUPERPAVE HMA PAVEMENT shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment and incidentals necessary to do the work for:

SP-4.1 1/2" SUPERPAVE HMA PAVEMENT (4").....TON

SP-4.2 CONCRETE SIDEWALK

This work shall consist of, but not limited to, the installation of concrete sidewalk. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-14, and the Standard Drawings.

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

Measurement and Payment:

Concrete sidewalk shall be paid per square yard. Payment shall be as shown on the Contractor's Proposal and shall include base rock, excavation, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4.2 CONCRETE SIDEWALK.....SY

SP-4.3 CONCRETE CURB & GUTTER (TYPE B)

This work shall consist of, but not limited to, the installation of concrete curb. The installation be in accordance with the Project Plans, Engineering Specifications ES-11, ES-12, ES-13, and the Standard Drawings.

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

Measurement and Payment:

Concrete curb shall be paid by the linear foot. Payment shall be as shown on the Contractor's Proposal and shall include excavation, base rock, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4.3 CONCRETE CURB & GUTTER (TYPE B) LF

SP-4.4 PEDESTRIAN RAMP WITH TRUNCATED DOME

This work shall consist of the installation of five (5) inch thick concrete pedestrian curb ramps with six (6) inch thick aggregate base course, and federal yellow truncated dome matching existing pedestrian ramp as shown in the Contract Plans and in accordance with the ES-14, and these Specifications.

Truncated Domes (detectable warning surfaces) at pedestrian curb ramps shall be installed in compliance with the Public Rights-of-Way Accessibility Guidelines. All work shall be in conformance with the most current ADA requirements.

The truncated domes shall be pressed firmly into the concrete to the point that concrete fills the vent holes on the truncated dome plates. Any swelling of the concrete that occurs around the truncated domes must be screeded off and the surrounding concrete shall be finished flush with the truncated dome plate edge. The finished installation of the truncated domes plates and the ramp surface plane shall have no surface deviations over 3/16 inches.

The contractor shall keep a person at the job site for a minimum of four hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete. Concrete left unattended, if damaged or defaced, shall be replaced at contractor expense.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed sidewalk, such that adjacent area is left in its original state.

It is the Contractor's responsibility to adhere to the Americans with Disabilities Act (ADA). The standards to which pedestrian facilities must be in compliance with is found in the Public Rights-Of-Way Accessibility Guidelines (PROWAG) http://www.access-board.gov/. The contract documents are intended to assist the Contractor in constructing ADA compliant pedestrian facilities. It is the Contractor's sole responsibility to construct pedestrian routes in compliance with the accessibility standards of the ADA. Any concrete pedestrian ramp found to be out of compliance with the ADA requirements shall be replaced at the Contractor's expense.
--

Measurement and Payment:

Pedestrian ramps shall be by the square yard (at the thickness described above) as measured in the field. Measurements shall include all ramped areas, landing areas, and, if determined necessary by Engineer, transition pieces tying the top of the new ramp into existing sidewalk. Payment shall

include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-4.4 CONCRETE PEDESTRIAN CURB RAMP..... S.Y.

SP-5.1 EROSION CONTROL

Inlet Protection:

This work consists of installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

Stabilized Construction Entrance:

This work shall consist of constructing one (1) Stabilized Construction Entrance, at one end of the project. The Stabilized Construction Entrance is used to prevent vehicles and equipment from tracking mud or sediment material onto the paved public road.

The stabilized area shall consist of an erosion control geotextile fabric covered with a graded aggregate. The aggregate shall be of a size as to not be tracked from the stabilized area. All construction shall be done in accordance with Specification ES-25 EROSION AND SEDIMENT CONTROL.

Measurement and Payment

Measurement and payment for EROSION CONTROL shall be by lump sum as shown on the Contractor's Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-5.1 EROSION CONTROL.....LS

SP-5.2 TRAFFIC CONTROL

Traffic control for this project will require three highway crossings consisting of crossing 4 travel lanes (2 eastbound and 2 westbound) and a center turn lane. One lane in each direction will be required to remain open for the duration of the project. Work will be limited to 3 lanes at any given time during the crossings including during paving activities.

The perimeter drive crossing will be allowed to close the entire street with a detour setup for that closure.

Work along the south side of the highway in close proximity to the curb line will involve a moving closure of the shoulder and one lane of traffic used as a staging area for materials and equipment as well as to keep a safe buffer for the traveling public from the work area.

Temporary traffic Control

This item shall consist of furnishing all necessary materials, labor, equipment and incidentals necessary to adequately sign, flag and direct vehicular traffic and pedestrians through or around the project. Traffic control must conform to the requirements of ES-2 TRAFFIC CONTROL/R.O.W. USE PERMITS, the Manual on Uniform Traffic Control Devices (MUTCD) and these Specifications.

Traffic Control Plan(s) must be approved by the Engineer prior to the commencement of any work. The Contractor shall provide a Traffic Control Plan prepared by a Traffic Control Supervisor maintaining access for side streets and driveways throughout the project except for necessary short term closures.

Approval of construction signing and flagging assignment must be made in the field by the Engineer prior to any paving operations.

A sufficient number of barricades and flashers shall be provided to warn of disturbed areas through the work zone. Signing plans must be prepared and approved for general access of local traffic during the evening as well. Local access points provided for and identified in the traffic control plans, furnished by the Contractor, must transition safely into the construction area and must be maintained by the Contractor. Appropriate advance warning must be provided on all approaches to the construction. Signing must be done in accordance with the latest edition of the MUTCD. When flagging is to be used, an adequate number of certified flaggers must be provided for each movement of traffic. The Contractor shall have flagging vests and stop paddles on the job for use in flagging operations. The Contractor must be prepared to provide unexpected signing if construction operations dictate the need. The Contractor must also provide an individual to function as a contact for Traffic Control Maintenance in evenings and weekends.

Pedestrian traffic shall be restricted in the project area. The Contractor shall provide and place sidewalk closure and detour signage as necessary to adequately route pedestrian traffic around the site in a manner that minimizes “back-tracking” and additional walking distance. This shall be included in the traffic control plan and must be approved by the Engineer prior to beginning the work.

Public Communication / Notification and Access

City of Moscow will provide advance notification to all residents within the project limits approximately one to two months prior to start of the project. The Contractor will be responsible for notifying affected residents by flyer / door hangers or other approved method a minimum of 72 hours in advance of their work. The information shall be approved by the Engineer prior to use and shall include information such as: date(s) and time that their operation will be in progress; what residents should expect and the conditions for which they should be made aware of; a request that any irrigation or other items that cause the roadway to become saturated to be turned off; an on-site Field Supervisor’s contact name with mobile phone number; and to provide a knowledgeable person that can address special access needs during the construction work or to answer questions.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures needed to perform the Work.

In addition, the Contractor shall be responsible for notifying other agencies and services 72 hours in advance of their Work. These agencies and services are considered, but not limited to: Smart Transit, Whitcom, local school district (if applicable), U.S. Post Office, local fire department, local garbage service, etc.

If weather or other issues prevent the Contractor from performing the Work, they will reschedule the Work and provide additional Public Notification per the requirements listed within this section.

Measurement and Payment

Measurement and payment for TRAFFIC CONTROL shall be by lump sum as shown on the Contractor’s Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-5.2 TRAFFIC CONTROL.....LS

SP-5.3 MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various

contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

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

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

Measurement for MOBILIZATION shall be lump sum. Payment for this item shall be at the price shown on the Contractor's Proposal, according to the above guidelines, and shall include all materials, labor, equipment and incidentals to do the work for:

SP-5.3 MOBILIZATIONLS

SP-5.4 MATURE TREE REMOVAL

This work shall consist of, but not limited to, the removal and disposal of existing mature trees along the entire alignments of the proposed water main. The mature tree clearing shall be performed as necessary to perform the installation and backfill of the water main as shown in the construction drawings.

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

Measurement and Payment:

Clearing of mature trees shall be paid per each mature tree removed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-5.4 MATURE TREE REMOVALEA

SP-5.5 3'x3' CONCRETE COLLAR

This work shall consist of, but not limited to, the installation of concrete collars around fire hydrants and valve cans in locations specified in the project plans. Concrete collars shall be a 4000 psi outdoor concrete mix with dimensions of 3 ft by 3ft and a depth of 6" with hydrants or valves

centered in the pad. This item also includes 6 inches of $\frac{3}{4}$ (-) base rock compacted to a minimum of 95%. Finished grade shall match existing surrounding surface elevation.

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

Measurement and Payment:

Installation of concrete collars paid per each concrete collar placed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-5.5 3'x3' CONCRETE COLLAREA

SP-5.6 6-INCH CONCRETE BOLLARD

This work shall consist of, but not limited to, the construction of 6" protective concrete bollards. Bollard construction will include a 16" diameter footing with a 42" depth below existing surface using a 4000 psi outdoor concrete mix. A 6" ductile iron pipe will be centered in the footing with 36" submerged in the footing. A minimum of 48" of the ductile iron pipe will be left above grade and will be installed plumb and filled with concrete with a finished rounded top to prevent standing water on top of bollard. Top of footing will also be sloped away from pipe at a minimum of 2%. After placement, bollard will be painted "safety yellow" with a weather resistant outdoor paint using a minimum of 2 coats or more to achieve a uniform color on entire bollard.

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

Measurement and Payment:

Construction of 6" concrete bollards shall be paid per each bollard installed. Payment shall be as shown on the Contractor's Proposal and shall include all materials, labor, equipment, and incidentals necessary to perform the work for:

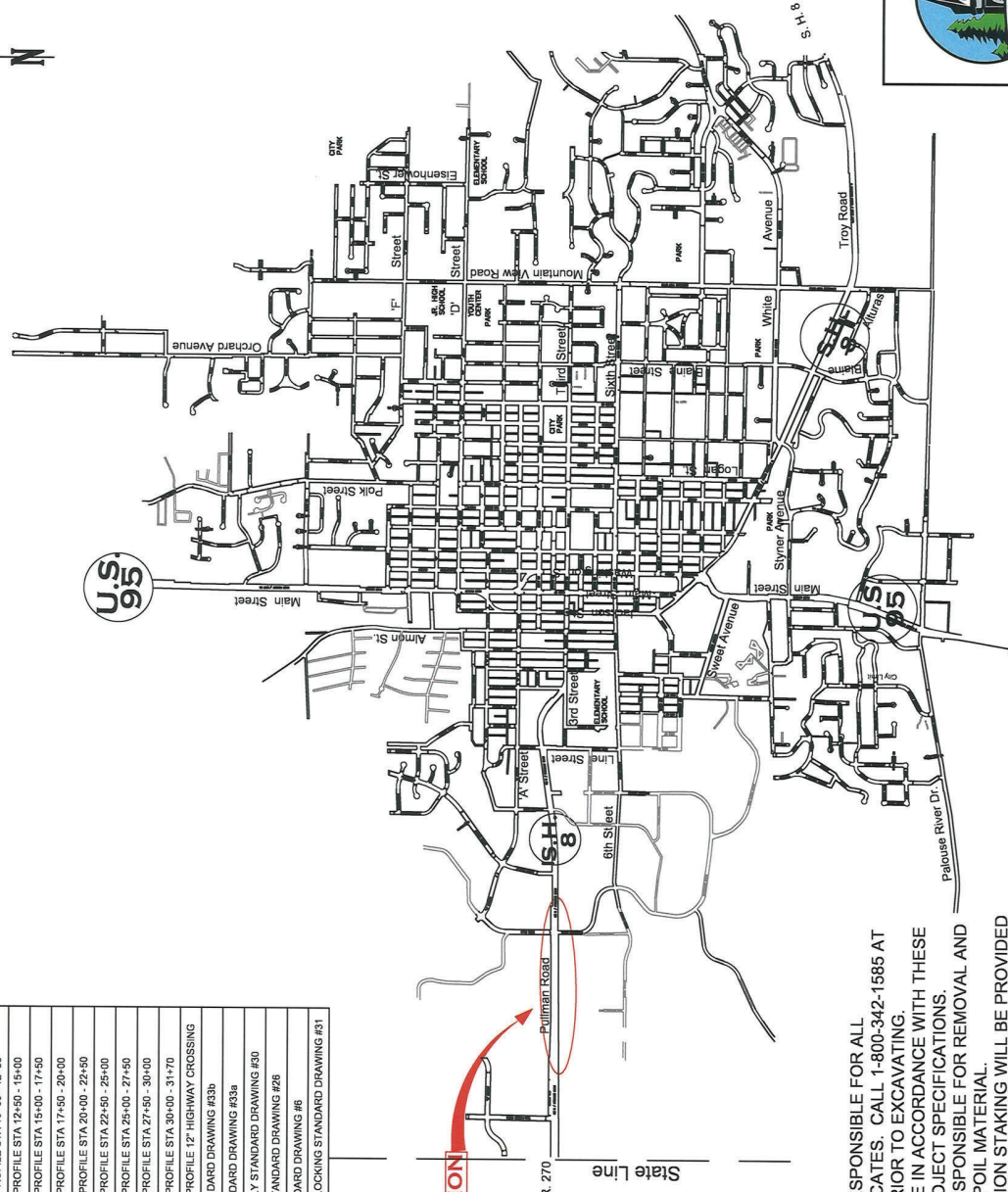
SP-5.6 6-INCH CONCRETE BOLLARDEA

APPENDIX I

Construction Plans

PULLMAN HWY TRANSMISSION WATER MAIN
PROJECT NO. 103-021

Sheet NO.	Description
1	COVER SHEET
2	WATER MAIN PLAN AND PROFILE STA. 0+00 - 2+50
3	WATER MAIN PLAN AND PROFILE STA. 2+50 - 5+00
4	WATER MAIN PLAN AND PROFILE STA. 5+00 - 7+50
5	WATER MAIN PLAN AND PROFILE STA. 7+50 - 10+00
6	WATER MAIN PLAN AND PROFILE STA. 10+00 - 12+50
7	WATER MAIN PLAN AND PROFILE STA. 12+50 - 15+00
8	WATER MAIN PLAN AND PROFILE STA. 15+00 - 17+50
9	WATER MAIN PLAN AND PROFILE STA. 17+50 - 20+00
10	WATER MAIN PLAN AND PROFILE STA. 20+00 - 22+50
11	WATER MAIN PLAN AND PROFILE STA. 22+50 - 25+00
12	WATER MAIN PLAN AND PROFILE STA. 25+00 - 27+50
13	WATER MAIN PLAN AND PROFILE STA. 27+50 - 30+00
14	WATER MAIN PLAN AND PROFILE STA. 30+00 - 31+70
15	WATER MAIN PLAN AND PROFILE 12' HIGHWAY CROSSING
16	CLASS D BACKFILL STANDARD DRAWING #339
17	CLASS A BACKFILL STANDARD DRAWING #334a
18	FIRE HYDRANT ASSEMBLY STANDARD DRAWING #30
19	CATCH-BASIN & INLET STANDARD DRAWING #28
20	CURBS & GUTTER STANDARD DRAWING #6
21	WATER MAIN THRUST BLOCKING STANDARD DRAWING #31



1. CONTRACTOR IS RESPONSIBLE FOR ALL UNDERGROUND LOCATES. CALL 1-800-342-1585 AT LEAST 48 HOURS PRIOR TO EXCAVATING.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
3. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL SPOIL MATERIAL.
4. INITIAL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CITY OF MOSCOW.
5. LOCATIONS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE; CONTRACTOR TO FIELD VERIFY.

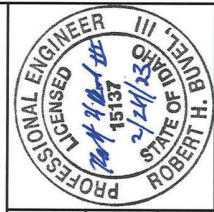
LEGEND	
	RIGHT OF WAY
	Silt Fence
	IRRIGATION CONTROL WIRE
	UNDERGROUND FIBER OPTIC
	UNDERGROUND POWER
	AERIAL POWER
	GAS LINE
	EXISTING WATER LINE
	EXISTING WATER SERVICE LINE
	EXISTING SANITARY SEWER
	EXISTING SEWER SERVICE
	EXISTING SEWER FORCE MAIN
	ABANDONED SANITARY SEWER
	ABANDONED SEWER SERVICE
	EXISTING STORM DRAIN
	EXISTING DRIVEWAY CULVERT
	NEW WATER MAIN
	ABANDONED WATER MAIN
	STORM DRAIN
	CURB & GUTTER / TYPE A CURB
	EDGE OF ASPHALT
	SAW CUT ASPHALT
	FUTURE CURB
	BEDROCK SURFACE
	CONCRETE REMOVAL/REPLACE
	ASPHALT REMOVAL & REBUILD
	THRUST BLOCK
	EXISTING WATER VALVE
	EXISTING SANITARY MANHOLE
	CATCH BASIN
	WATER VALVE
	AIR RELIEF VAULT
	FIRE HYDRANT
	WATER METER
	POWER POLE
	UTILITY PEDESTAL
	Light Pole

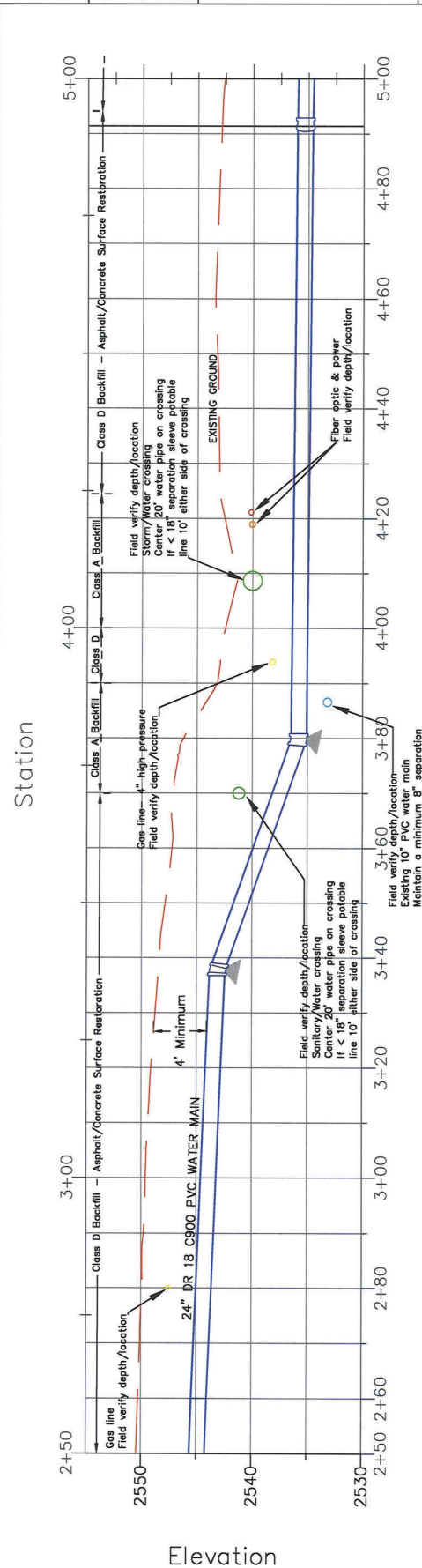
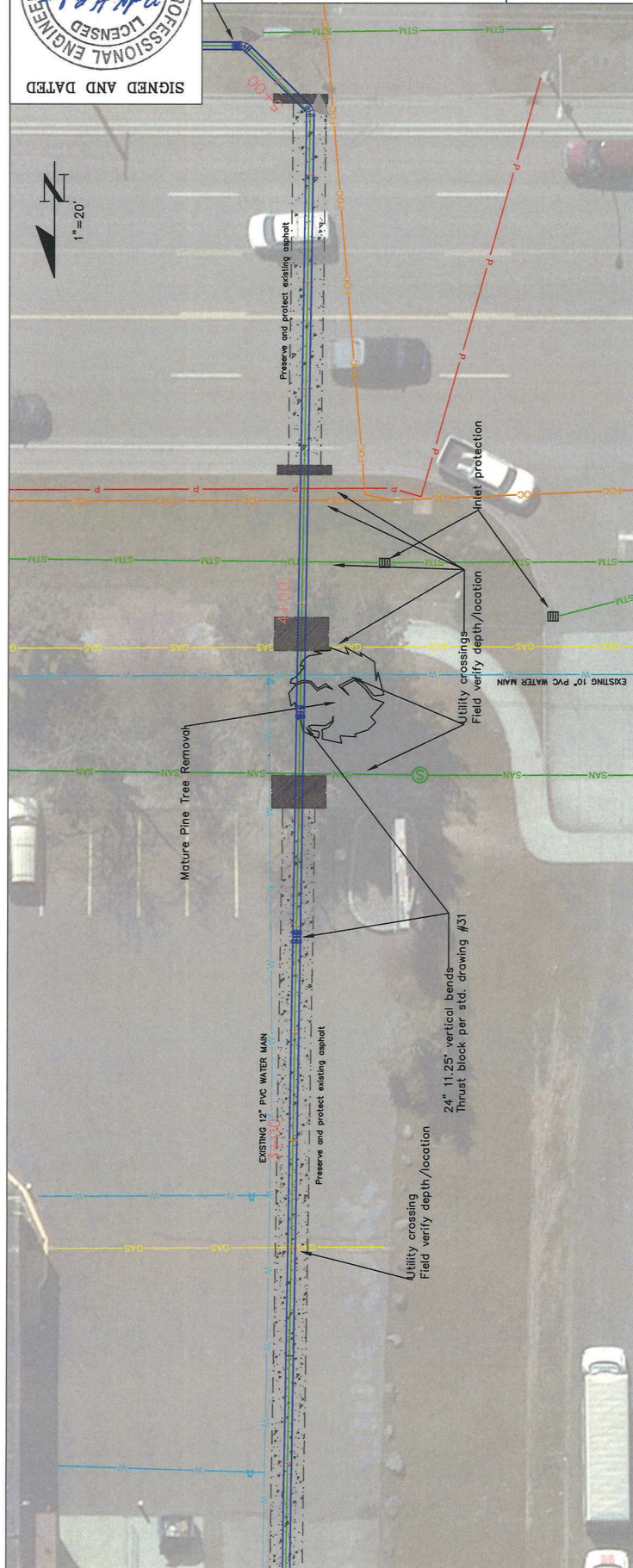


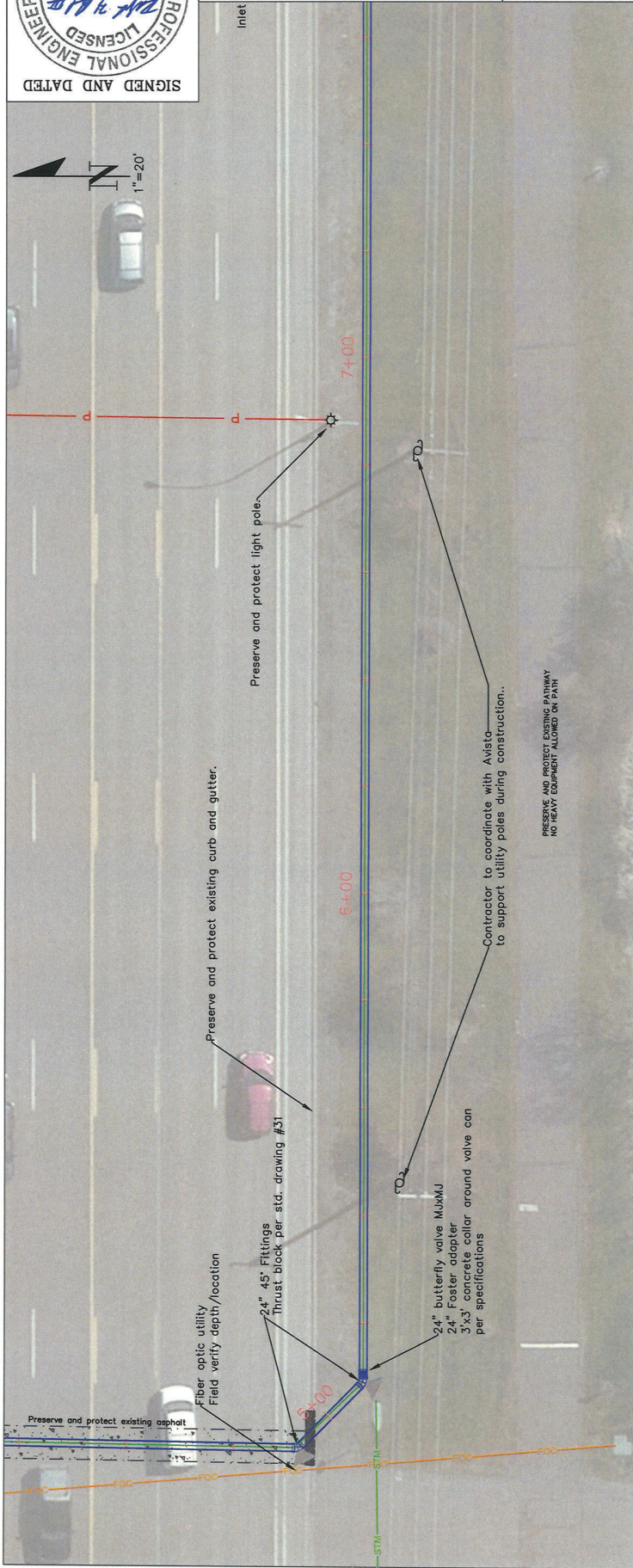
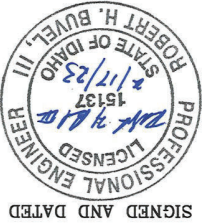
**CITY OF MOSCOW
DEPARTMENT OF
PUBLIC WORKS**

**ENGINEERING
DEPARTMENT
221 E. 2ND STREET
(208) 883-7034**

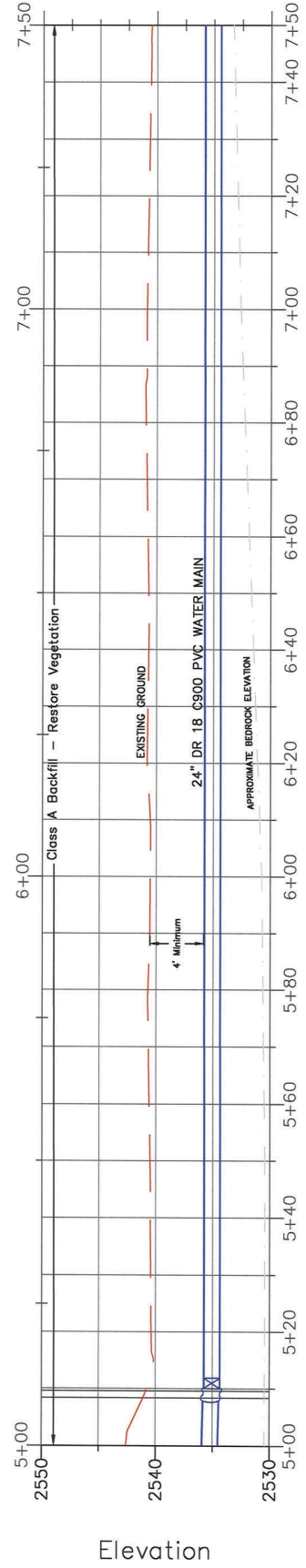
STAFF ENGINEER
BOB BUVEL







Station



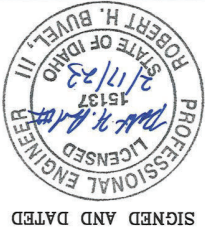
Elevation

PULLMAN HIGHWAY
WATER TRANSMISSION MAIN
PLAN & PROFILE
PROJECT No. 103-021

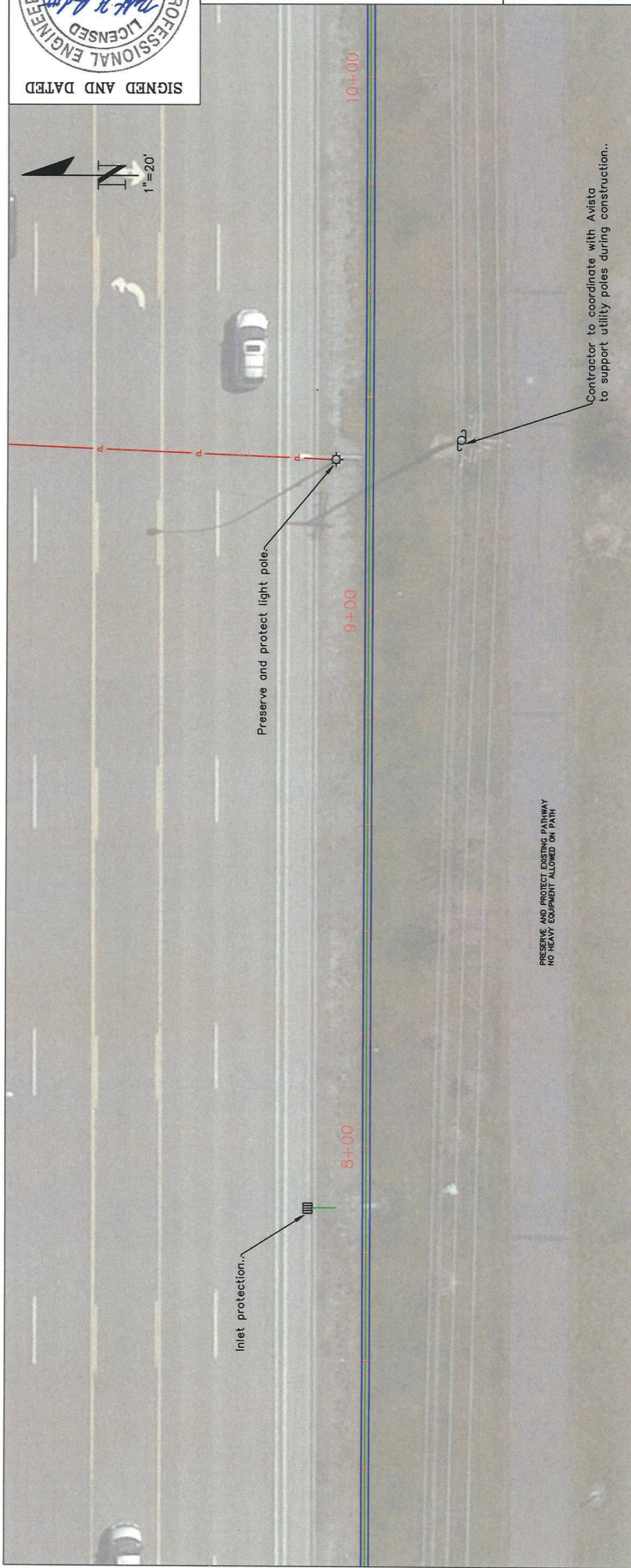
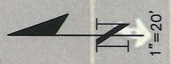
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1" = 10' V
DATE: 2/23
DRAWN BY: K. RAINER
CHK'D BY: B. BUVEL

CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO

SHEET 4 OF 21



SIGNED AND DATED



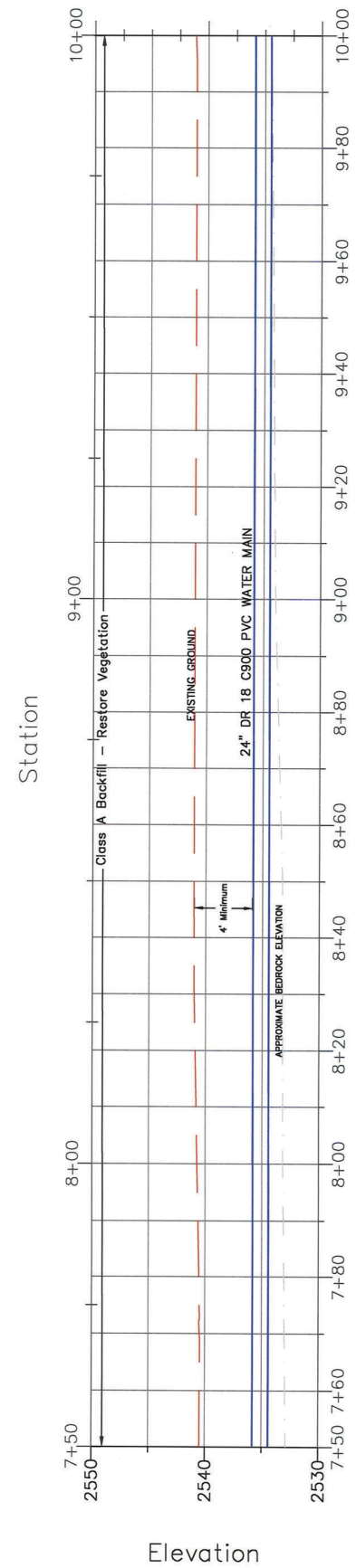
PROTECT AND PROTECT EXISTING PATHWAY
NO HEAVY EQUIPMENT ALLOWED ON PATH

DATE	1/23	1/23	1/23
BY	DR	KR	DR
CHK'D	BY	BY	BY

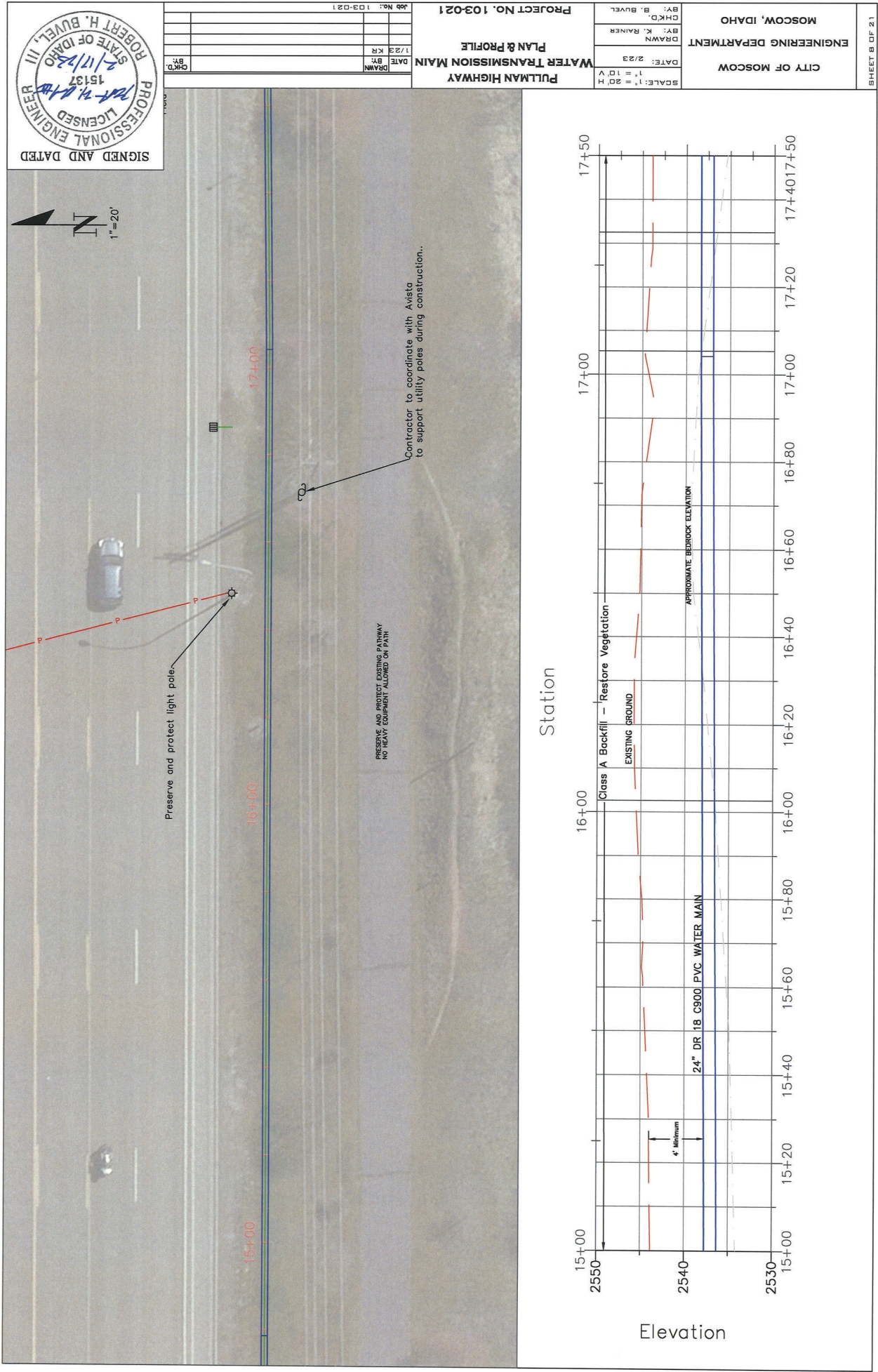
Job No: 103-021
PROJECT No. 103-021
PULLMAN HIGHWAY
WATER TRANSMISSION MAIN
PLAN & PROFILE

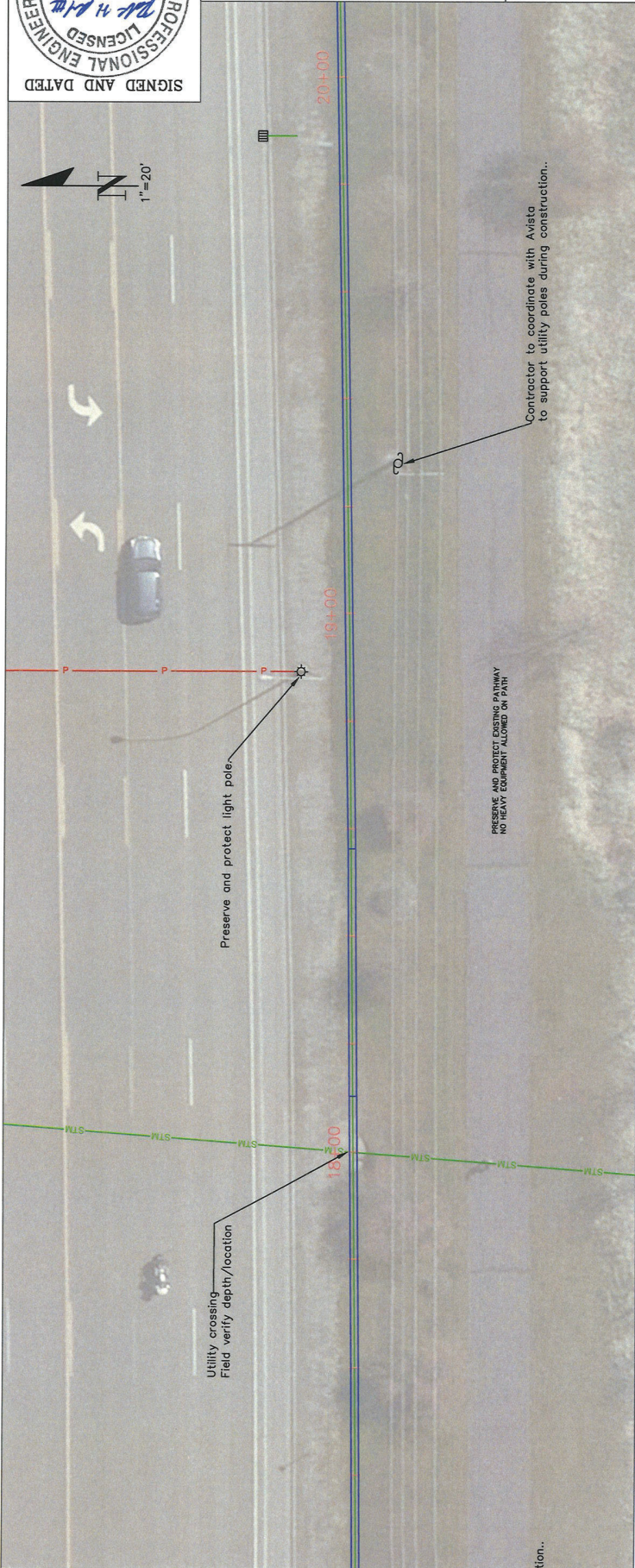
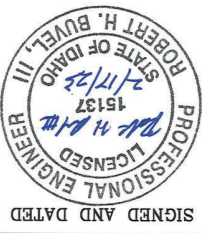
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CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO
SHEET 5 OF 21



Elevation





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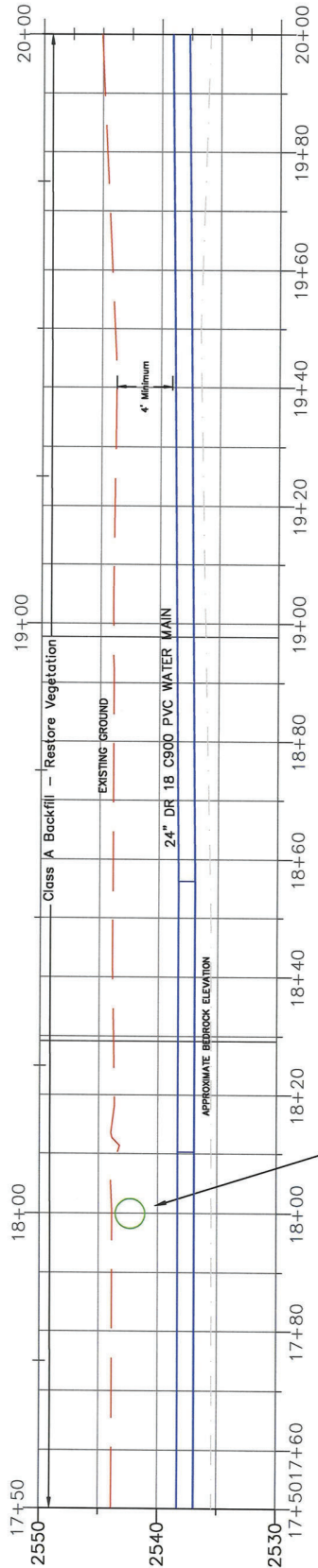
PROJECT No. 103-021
PULLMAN HIGHWAY
WATER TRANSMISSION MAIN
PLAN & PROFILE

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CHECKED BY: B. BUVEL

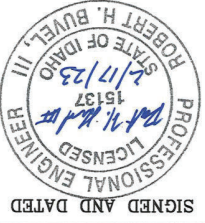
CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO

SHEET 9 OF 21

Station



Elevation



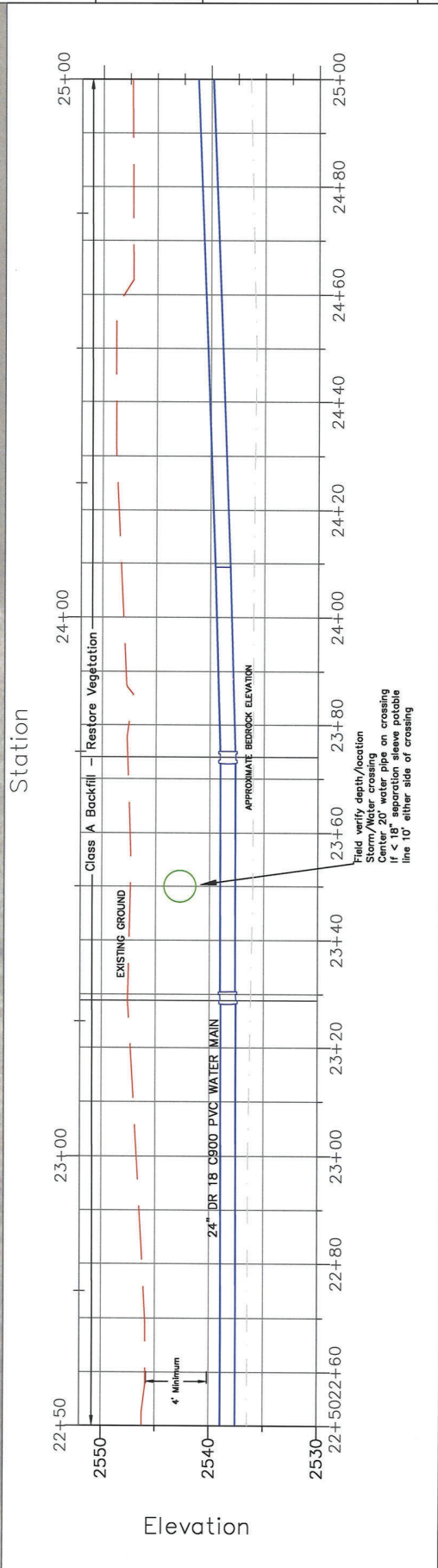
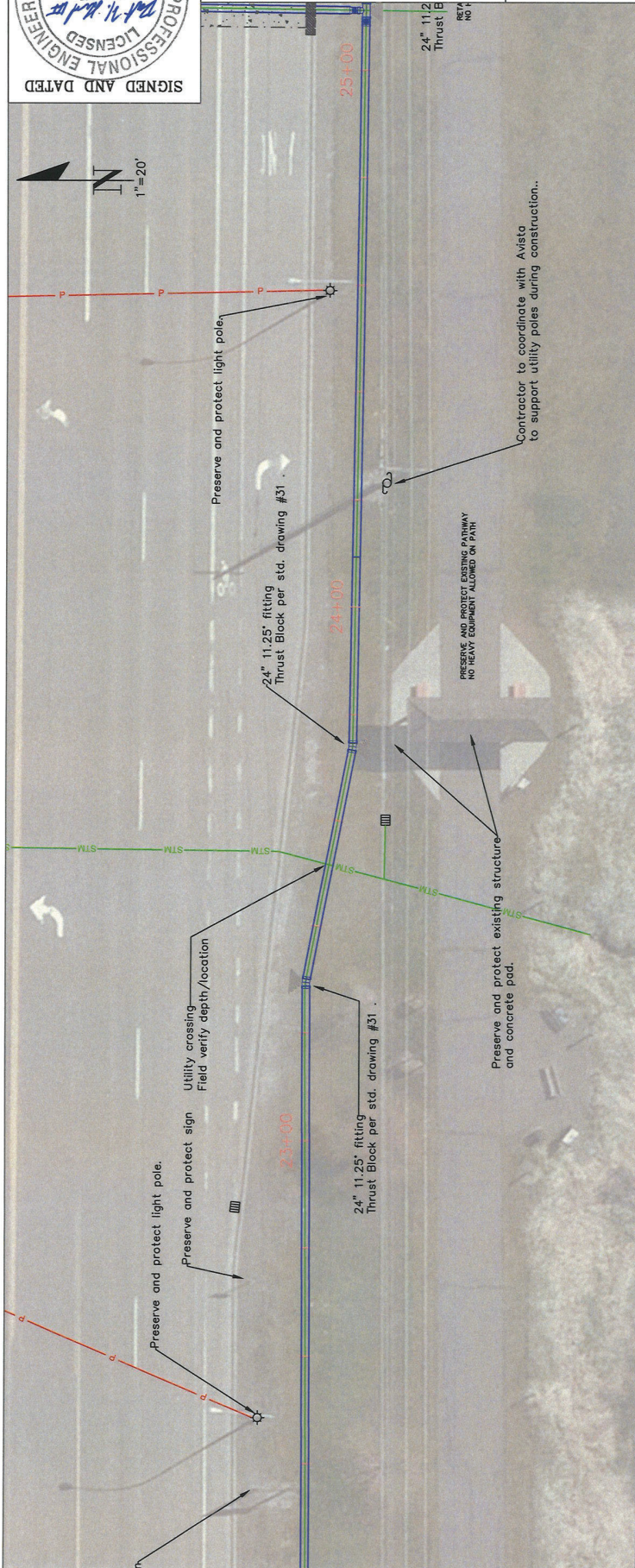
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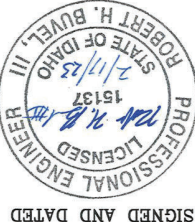
PROJECT No. 103-021
PULLMAN HIGHWAY
WATER TRANSMISSION MAIN
PLAN & PROFILE

SCALE: 1" = 20' H
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DRAWN: K. RAINER
BY: B. BUVEL

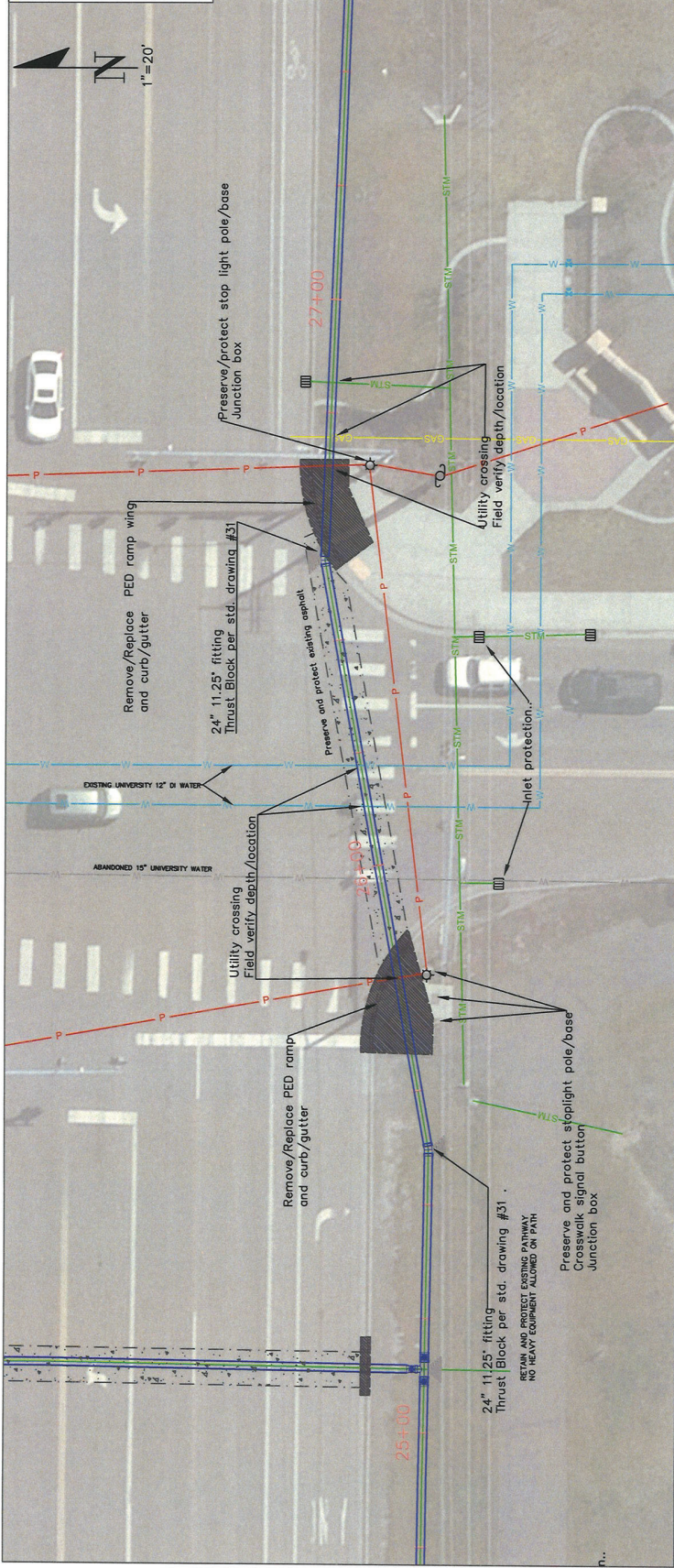
CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO

SHEET 11 OF 21





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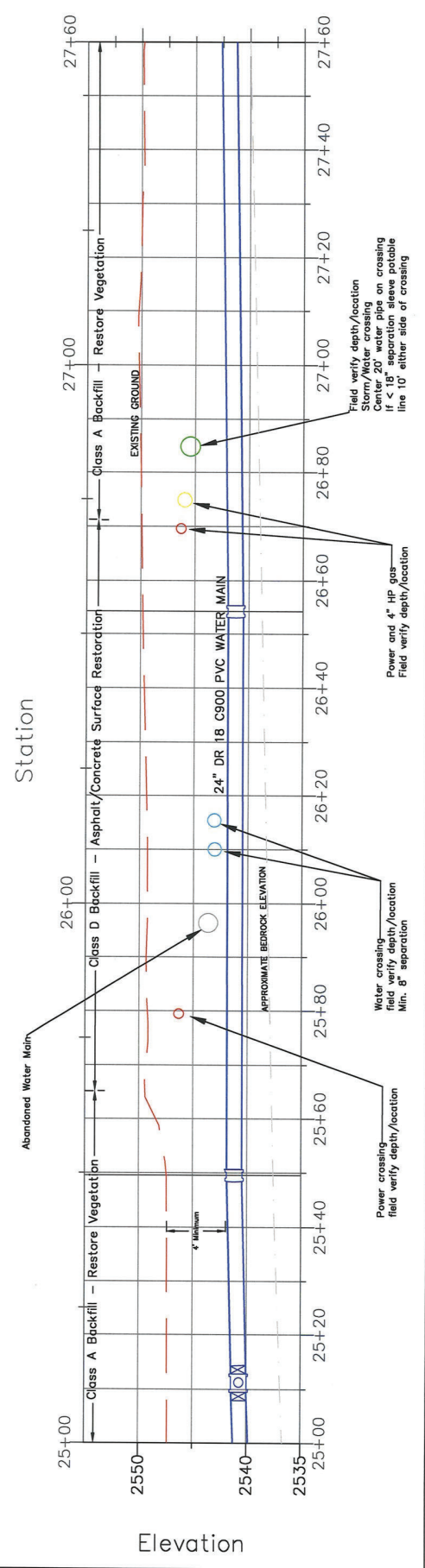
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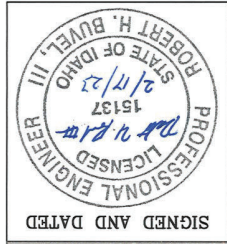
PULLMAN HIGHWAY
WATER TRANSMISSION MAIN
PLAN & PROFILE
PROJECT No. 103-021

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CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO
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DATE: 2/23
BY: K. RAINER
CHKD: B. BUVEL

SHEET 12 OF 21



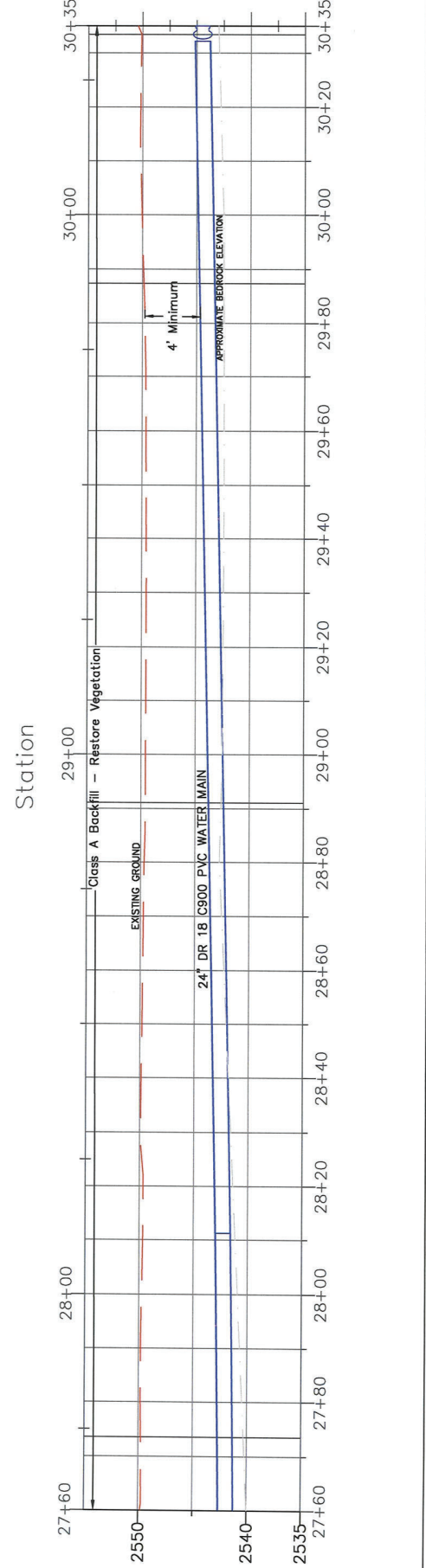
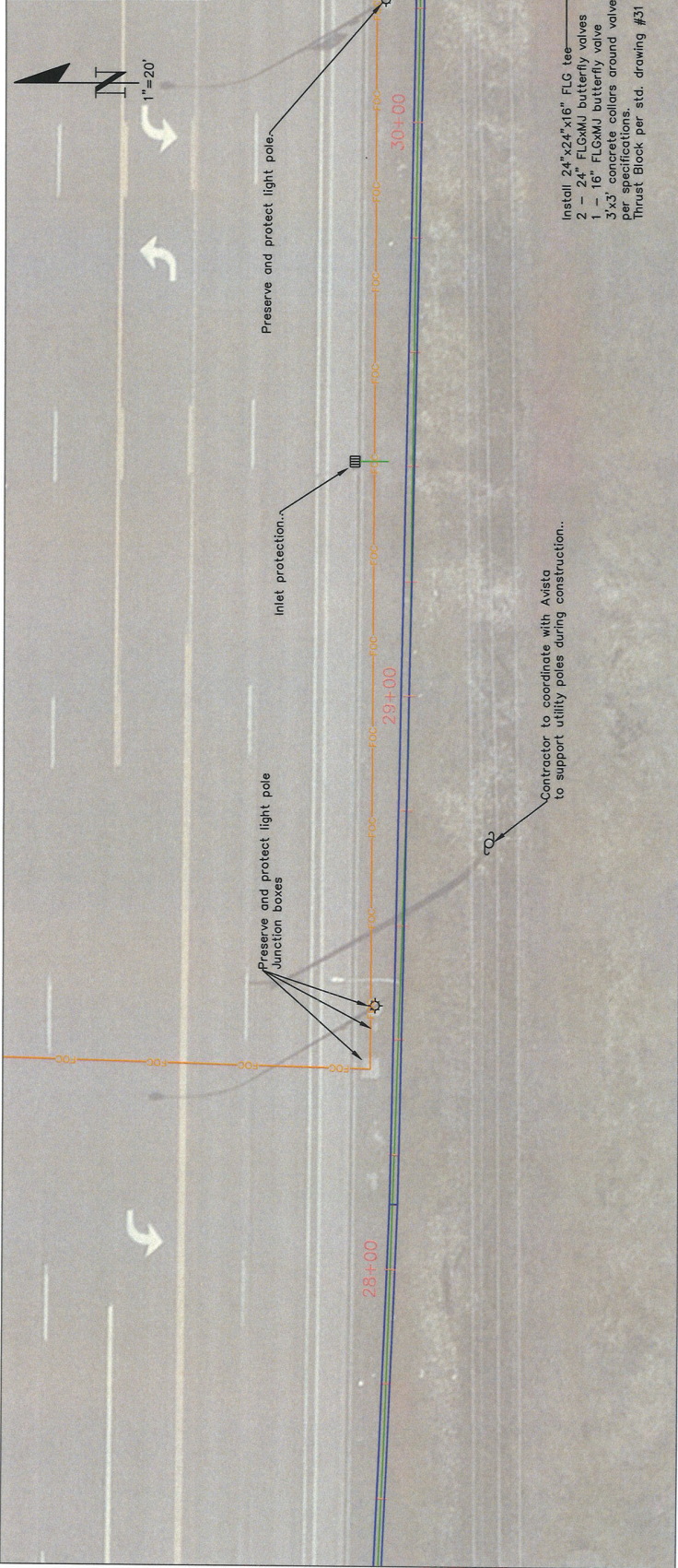


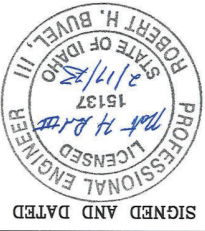
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PULLMAN HIGHWAY
WATER TRANSMISSION MAIN
PLAN & PROFILE
PROJECT NO. 103-021

CITY OF MOSCOW
ENGINEERING DEPARTMENT
MOSCOW, IDAHO
SCALE: 1" = 20' H
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DRAWN BY: K. RAIVER
CHK'D BY: B. BUVEL

SHEET 13 OF 21



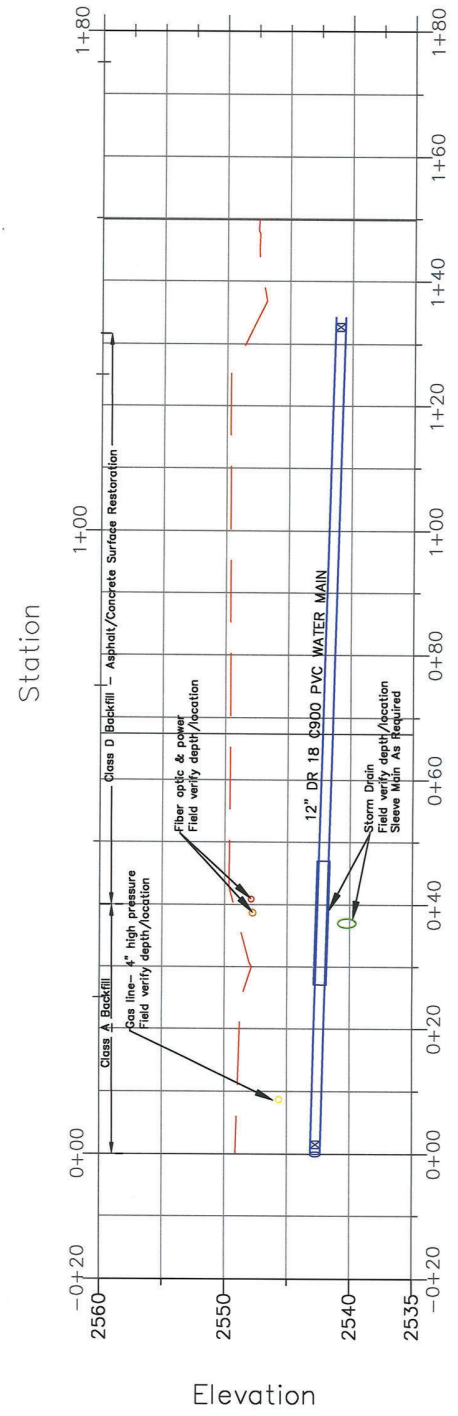
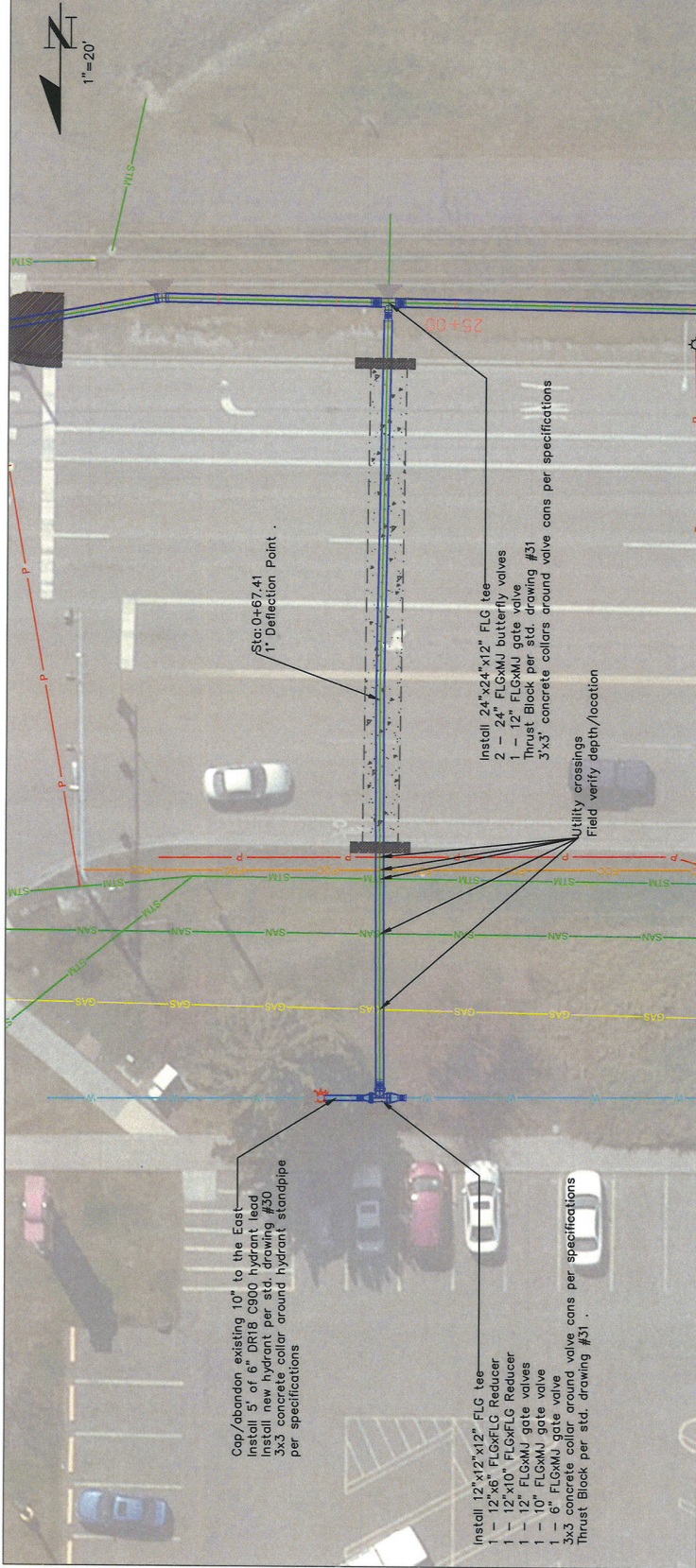


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CHKD.	
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DATE	10/3/21
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PULLMAN HIGHWAY
WATER TRANSMISSION MAIN
PLAN & PROFILE
PROJECT NO. 103-021

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CITY OF MOSCOW ENGINEERING DEPARTMENT MOSCOW, IDAHO			

SHEET 15 OF 21



— New Hydrant (painted high intensity red)

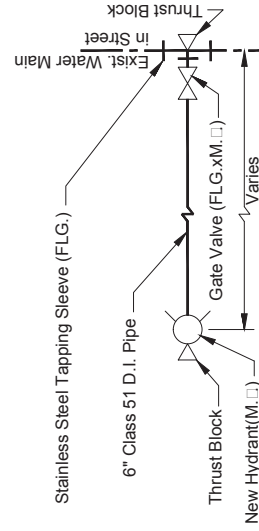


1. Trust blocks shall be cast against undisturbed, firm earth.
2. Hydrants shall be set truly vertical.
3. Materials and installation shall also conform to the City's Standard Specifications.
4. FOR LIVE TAP ONLY: After the Contractor exposes the main, the City will provide the labor and pipe tapping tools for this connection at a set fee to the Contractor. Contractor is responsible for trench backfill and street patch in accordance with City Standards.
5. Where sidewalk is adjacent to or within four feet (4') of the back of curb the hydrant shall be located one foot (1') behind the sidewalk (measured from the face of the hydrant cap to back of sidewalk). Where there is curb but no sidewalk the hydrant shall be located two feet (2') from the back of curb (measured to the face of the hydrant cap). Where there is no sidewalk or curb locate the hydrant as directed by the City Engineer.
6. All fire hydrants and the water lines to the fire hydrants become the City's once installed. Twenty foot (20') wide public utility easements centered on and around the fire hydrant and the waterline to the fire hydrant shall be granted to the City.
7. Furnish and install protective bollards if required by the City Engineer.
8. A three foot (3') radius clear zone required all around fire hydrant, maximum slope of 10%.
9. Fire hydrant to be set to manufacturer elevation and bury specifications.

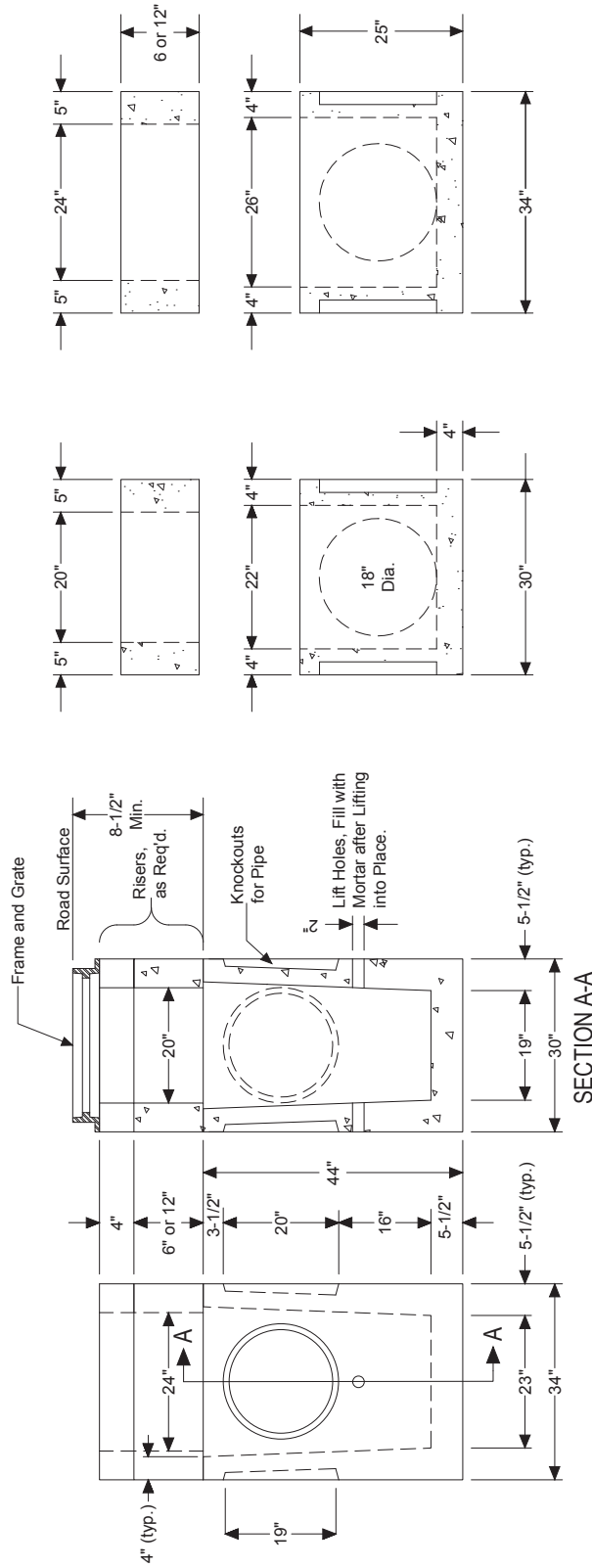
DRAFTED BY:	CEE/KWK
CHECKED BY:	K.Lilly
DRAWING SCALE	NTS
DATE:	3-5--2014

REVISIONS	DESCRIPTION
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OPTION 2



LIVE-TAP HYDRANT DETAIL



CATCH BASIN

CATCH INLET

NOTES:

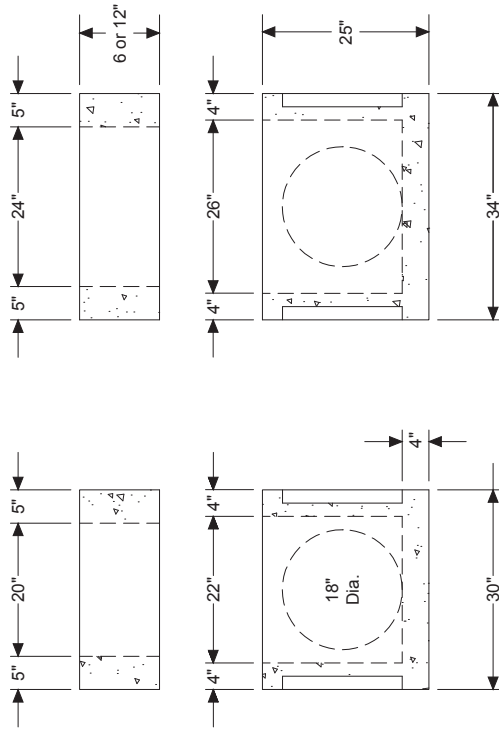
1. Catch Basins shall be used in all City streets, City parking lots, and City alleys for catchment and conveyance of surface runoff. Catch Inlets are not to be used in these locations unless specifically allowed by the City Engineer.
2. Catch Basin shall be precast concrete per WSDOT Catch Basin Type 1 and Catch Inlets per WSDOT Concrete Inlet, unless otherwise approved by the City Engineer.
3. Catch Basins located in paved areas shall have asphaltic patch four inches (4") thick (in two lifts) restoring surface to original line and grade. (see note 6)
4. Catch basins located in gravel streets or alleys shall have grate adjusted two inches (2") below gravel surface.
5. All pipes shall protrude 1"-2" into the basin and shall be neatly mortared all around (inside and outside). Exit pipe to manhole or storm main shall have 1'-6" minimum cover.

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CATCH BASIN &
CATCH INLET

CITY OF MOSCOW
ENGINEERING DEPARTMENT

ENGINEERING DEPARTMENT

DRAWING NUMBER:

26

SIGNED AND DATED

REVISIONS

DESCRIPTION

DESCRIPTION

DRAFTED BY: MAS/KWK
CHECKED BY:

DRAFTED BY: MAS/KWK
CHECKED BY:

DRAFTED BY: MAS/KWK
CHECKED BY:

DRAFTED BY: MAS/KWK
CHECKED BY:

DRAWING SCALE:

NTS

DATE: 3-4-2014

DATE: 3-4-2014

1. Replacement curb and sidewalk may be cast monolithic with prior approval of City Engineer.
2. Sidewalk to back-of-curb slope may not exceed 12:1 without City Engineer's approval.
3. Light broom finish curb parallel with the long axis of curb.
4. Rolled curb prohibited where sidewalk is adjacent to curb, unless specially allowed by the City Engineer. In areas without planter strips, sidewalks adjacent to rolled curb shall be a minimum of six inches (6") thick.
5. All curb roadway planimetric radii dimensions shall be measured to the "Radii Dimension Line" shown in the typical curb section.
6. See table for curb radii requirements. Thirty foot (30') curb radii are required where any City street intersects an Idaho Transportation Department roadway.

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4. Rolled curb prohibited where sidewalk is adjacent to curb, unless specially allowed by the City Engineer. In areas without planter strips, sidewalks adjacent to rolled curb shall be a minimum of six inches (6") thick.

5. All curb roadway planimetric radii dimensions shall be measured to the "Radii Dimension Line" shown in the typical curb section.

6. See table for curb radii requirements. Thirty foot (30') curb radii are required where any City street intersects an Idaho Transportation Department roadway.



SIGNED AND DATED

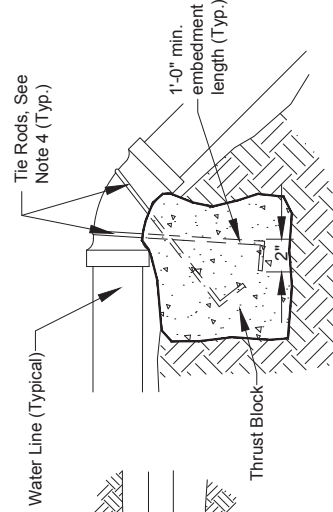
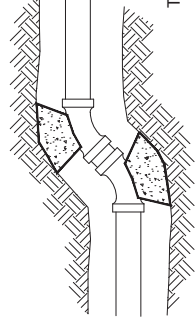
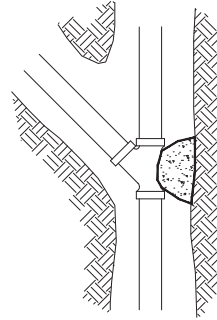
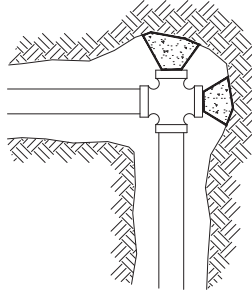
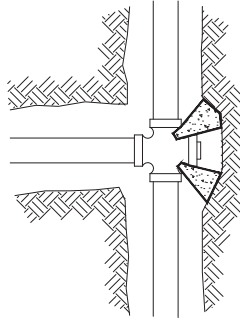
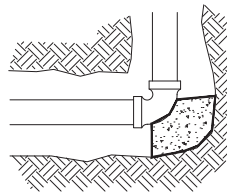
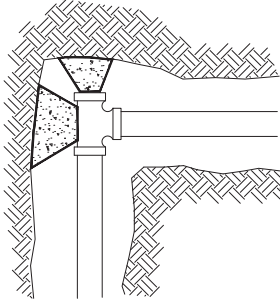
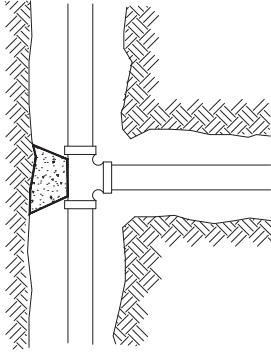
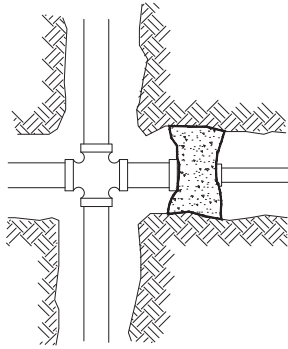
DRAFTED BY:	C. Edwards / K. Kipp
CHECKED BY:	K. Lilly
DRAWING SCALE:	NTS
DATE:	3-5-2014

URBS & GUTTERS

DRAWING NUMBER:

6

CURB RADII REQUIREMENTS	
Intersecting Street Classification	Curb Radii Dimension
Local - Local	15'
Local - Collector	15'
Local - Arterial	25'
Collector - Collector	25'
Collector - Arterial	25'
Arterial - Arterial	30'



THRUST BLOCK SILE						
Size of Pipe	Horizontal Bends			Vertical Down Bends	Cu. Yds.	
	Sq. Feet of Bearing on Undisturbed Earth	Tees & Deadends				
4"	2	3	1-1/2	1	1/2	
6"	4	5-1/2	3	1-1/2	1/2	
8"	7	9-1/2	5	2-1/2	1	
10"	11	15	8-1/2	4	1-1/2	
12"	15-1/2	22	12	6	2	
16"	21	27	21	11	2-1/2	

NOTES:

1. Thrust blocking for water mains shall be, as a minimum, the size indicated in the above Table.
2. Concrete shall be from a commercial source and be a minimum of 5-sack mix or ITD Class 22.
3. Concrete shall not be allowed in joints or in contact with pipes. Protect with plastic or paper sheeting prior to placing concrete.
4. Tie rods shall be 3/4" minimum diameter steel coat tie rods with bituminous coating or approved equal. Hook (2" min.) all embedded ends.
5. The minimum distance between the fitting and excavated bank shall be three (3) pipe diameters.
6. Thrust blocks shall be cast against firm, undisturbed earth, as approved by the City Engineer.
7. Thrust blocks must be inspected by the City prior to backfill.
8. Thrust blocks for vertical up bends shall correspond to the requirements of horizontal bends.

[illegible]

APPENDIX II

Geotechnical Exploration Summary

February 16, 2023
File: MO23005A

Mr. Kyle Rainer
Principal Engineering Technician
City of Moscow
504 S. Washington St.
Moscow, ID 83843
krainer@ci.moscow.id.us

RE: **Geotechnical Exploration Summary**
Highway 8 Water Main Improvements
Idaho County, Idaho

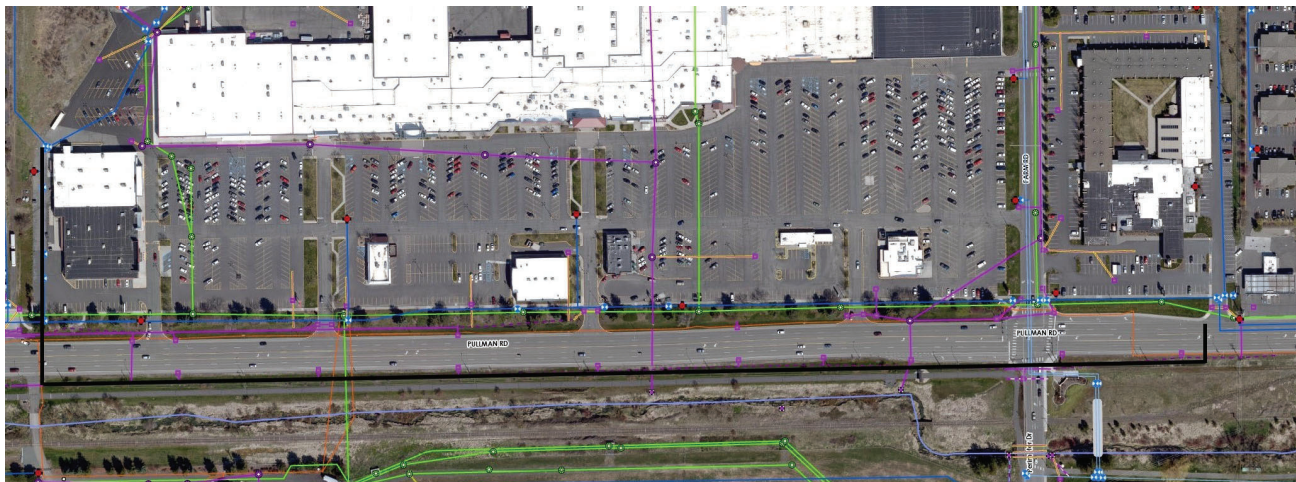
Greetings, Kyle:

GeoProfessional Innovation Corporation (GPI) is pleased to help the City of Moscow evaluate the presence of bedrock along a proposed water line utility alignment adjacent State Highway 8 on the west side of Moscow, Idaho. We evaluated a variety of exploration approaches to exploring the presence of basalt bedrock that may impact construction excavation and waterline placement. The seismic refraction survey approach was selected along the majority of the alignment length to help establish the bedrock depth on a near continuous profile and to reduce disturbance. In this exploration summary, we outline the results from our geologic research and seismic refraction survey.

PROJECT UNDERSTANDING

The water line utility alignment starts behind Marshalls on the west side of the Palouse Mall and extends almost 500 feet south, across Highway 8 where it turns directly east and parallels Highway 8. The east trending 2,500 linear feet of alignment is situated between the Highway 8 south curb line and the 7-foot-wide, asphalt paved pedestrian bike path in a landscape strip just north of Paradise Creek. The water line alignment extends below Perimeter Drive and continues east where it will turn north and connect to the existing water line at the southeast entrance to the Best Western hotel. The new pipe will be C900 or HDPE with a minimum 4-foot bury depth and the majority of alignment will be 6 to 10 feet deep. We expect most of the alignment is planned to be constructed with open cut and cover construction methods although pipe boring and jacking will be used to cross roadways or otherwise considered as a bid alternate. The extent and location for service manholes and/or valve boxes is unknown. The utility alignment is shown in Figure 1.

Figure 1: Water line alignment (black) along State Highway 8. Existing utilities shown in colors.



GEOLOGIC SETTING

The project area directly overlies the Priest Rapids Member of the Wanapum Basalt in the Columbia River Basalt Group (Miocene, ~13Ma) and is part of the *Pullman, Moscow West, Colton, and Uniontown Quadrangle* (Hooper, P. R.; Webster, G. D., 1982). This unit is defined as a medium-grained basalt containing small phenocrysts of plagioclase and olivine in a matrix of intergranular pyroxene, ilmenite blades, and devitrified glass (Wright and others, 1973; Swanson and others, 1977, 1979). Bedrock depth along the alignment varies substantially with outcrop south of Paradise Creek and boring explorations north of State Highway 8 that suggest bedrock is 8 to 10 feet below the surface.

Geophysical Survey

GPI subcontracted Geophysical Survey, LLC to use seismic refraction via a Geometrics ES-3000 seismograph with 14 hertz geophones spaced about 10 feet apart for each seismic spread. Data was collected on at least 5 surficial shots on each 24-geophone-spread. An Ess Mini Accelerated-Weight-Drop 50-pound hammer was used as the seismic source. Each collection was spatially documented using Global Navigation Satellite System (GPS) and the data were interpreted using SeisImager software V4.0 from Geometrics. This geophysical survey technique was selected based on the anticipated conditions and the exploration objectives.

This seismic refraction survey positioned geophones at intervals on or near the planned utility alignment and shear waves refracted from a surface impact were recorded over a line of receivers in a linear array linked to a seismograph. Seismic waves were generated using an active source for seismic energy at specific locations and recorded when the source energy was refracted back to the surface. Different geologic materials respond differently to energy waves transmitted through them since energy is refracted at different angles and speeds due to differences in density. When originating from an impact, the generated surface wave's energy decays exponentially with depth below ground. As such, longer wave lengths travel deeper and contain more information about deeper velocity structures. Likewise, these are less disrupted by surrounding seismic interferences (e.g., traffic and wastewater treatment plant operations), which is the essential reasoning for using the 50-pound impact hammer over the standard 16-pound hammer. Line shot points and geophones were mapped with the GPS system with decimeter accuracy (<10cm). These responses were recorded, analyzed, and the depth to bedrock is estimated from the data. The result of this approach is a near continuous estimate of depth to bedrock along the utility alignment length.

Results

Along the utility alignment length, 2 sections were analyzed from the water treatment entrance bridge to Perimeter Drive (Plates 1-5 and Line 1) and directly east of Perimeter Drive (Plate 6 and Line 2). There were 2 distinct velocities observed along each of these lines corresponding to typical values for surficial alluvium and weathered bedrock (layer 1) overlying the competent basalt bedrock (layer 2). The velocity of the competent bedrock along the 2 transects varied from 12,160 to 12,910 feet per second (FPS). Depth to competent bedrock is interpreted to range from 7.5 to 16.3 feet along Line 1 and 6.8 to 8.4 feet along Line 2. The data along the transects is tabulated in Appendix A, *Tabulated Bedrock Depth Estimates*. These tables can be used to estimate depth to bedrock along specific lengths or segments of the alignment.

Excavation Considerations

We expect the majority of the planned utility alignment will be installed via traditional "cut and cover" methods. However, trenchless installation methods are likely to be employed where the alignment crosses beneath State Highway 8, Perimeter Drive, and at the eastern tie in to the existing water lines. Based on the refraction survey and GPI's exploration in the area, it appears the alignment soil will be alluvial sand, silt, and clay that is excavatable with late model equipment. However, soft silt and clay soil and probable shallow

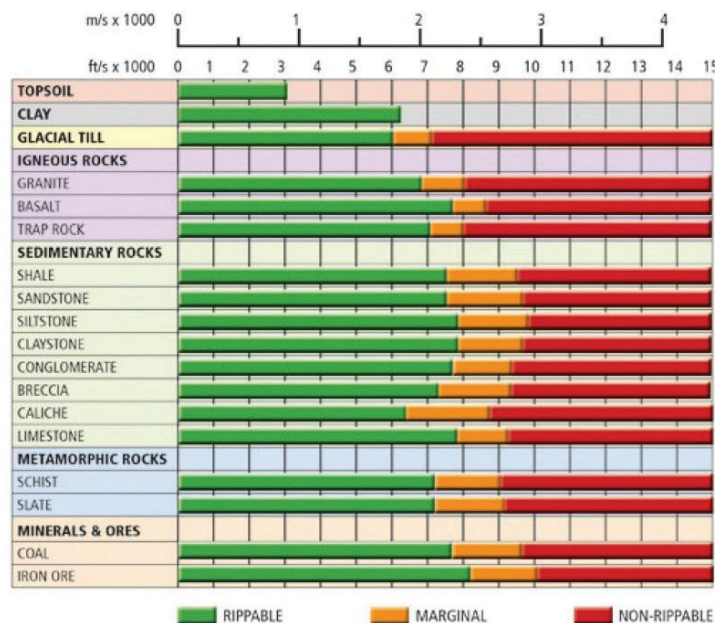
groundwater conditions will impact construction and must be considered by the contractor with respect to their excavation stability and the need for dewatering.

We expect groundwater will be encountered along most of the alignment that parallels State Highway 8 between 5 to 10 feet below the existing ground surface. Seasonal fluctuations in precipitation, infiltration, and levels in Paradise Creek can also impact the volume and elevation of the groundwater encountered. Perched water tables can impact trenchless installations, specifically where launch and receiving pits are established at varying elevations. This configuration can result in directional drilling activities penetrating perched water tables, allowing water to flow into launch or receiving pits. Prospective contractors should consider this risk in their installation plans and equipment configurations.

Excavations can cave and slough and must be sloped back in accordance with the *Occupational Safety and Health Act* (OSHA) and local codes and guidelines. Based on our experience and refraction survey findings, we expect the soil encountered within the anticipated excavation limits is Type C soil, which may be temporarily sloped as steep as 1.5H:1V (horizontal to vertical), when the soil remains dry. Surface or subsurface water that infiltrates excavation slopes can drastically impact temporary slope stability, requiring much flatter slopes. To reduce excavation extents and associated disturbance to adjacent existing pavements, utilities or other site features, contractors may elect to utilize temporary shoring systems such as trench boxes, slide rail systems, or other manufacturer-designed excavation support systems. Due to the potential for subsurface conditions to vary along the alignment, earthwork contractors should evaluate each excavation configuration specific to OSHA guidelines and seek appropriate professional guidance to ensure excavation safety and stability. Ultimately, the selected contractor is solely responsible for site and trench safety.

From the seismic refraction survey data, the top of basalt bedrock is interpreted from the 7,000 FPS contour from the tomographic inversion. The data shown in the tables in Appendix A and on Plates 1 through 6 can be used in conjunction with the rippability chart shown below as Figure 1. The profiles depict pockets or shallow zones at the top of the rock surface that are likely weathered and marginally rippable or excavatable within 1 to 2 feet with large excavation equipment equipped with rock buckets and/or hydraulic hammers with a minimum 9,500 foot pound force capacity.

Figure 1. Seismic Velocity vs. Rippability



Site Soil Reuse

In our opinion, site soil (excluding topsoil containing vegetation and organics, or soil containing debris) may be reused as trench backfill provided it meets the applicable project specifications. It should be noted that site soil excavated from below the water table is expected to be saturated and will require time and laydown area to dry before reuse. Site soil is not suitable for use as bedding. In our opinion, given the proximity of the pathway and adjacent utilities and State Highway 8, trench backfill should be compacted to the project standards or 95 percent of the maximum dry density as estimated from ASTM D1557 (Modified Proctor).

Trenchless Pipe Installation Considerations

From our experience with trenchless utility installation, we expect the primary geotechnical concerns associated with trenchless pipe installation applications along this alignment are:

- ❏ Shallow groundwater conditions
- ❏ Bedrock along the westernmost alignment
- ❏ Soft soil causing caving conditions
- ❏ Obstructions such as existing utilities or debris

These conditions can impact constructability for the planned utility improvements. Based on our previous discussions with regional contractors, we understand trenchless installation can be accomplished through almost any material. However, shallow groundwater and soft, caving soil can create significant challenges for contractors not prepared for such conditions. Prudent judgement must be employed by designers and contractors engaged in trenchless installation, to help reduce the risk of perched water tables or unforeseen hydraulic gradients impacting drilling operations. Further, we expect groundwater will be encountered along Paradise Creek and could impact drilling methodology. The following additional information should be considered by the City of Moscow and prospective contractors with respect to trenchless utility installation on this project.

- ❏ Utility installation feasibility depends on alignment tolerances. For example, tapping existing utility connections across great distances requires careful directional control, which we may be difficult with the varying soil consistency and bedrock near the planned pipe inverts.
- ❏ Directional drilling vibrations may cause excavations to slough and cave. Specifically, penetrations through the near surface soft clay and silt will likely result in caving without a casing advanced concurrently with drill penetration. Also, some drilling operations can cause the above-ground surface to bulge/heave without appropriate cover (i.e., embedment depth). This can impact overlying roads, irrigation facilities, utilities, or other features. We recommend project documents clearly delineate minimum cover requirements based on jurisdictional requirements and the actual selected trenchless installation methodology. Specifically, where the utility extends below State Highway 8, specific cover requirements must be delineated in the plans and specifications.
- ❏ Monitor the existing ground and roadway surfaces along planned trenchless installation alignments is critical to proactively identify bulging, settlement, or vibration impacts to at the existing surface before significant damage or distress is incurred.

EVALUATION LIMITATIONS

The scope of services accomplished does not include geotechnical engineering analysis of soil or rock conditions or provide any soil-engineering design services. Rather, our scope explored the subsurface and provides qualitative opinions regarding the subsurface conditions observed along the exploration transects.

Portions of the utility alignment were not explored due to traffic conflicts and the presence of pavement and active roadways; these zones were delineated in our proposal.

There are inherent risks whenever soil, geologic, or hydrogeologic conditions are involved with design and construction. Soil and geologic material, especially groundwater and bedrock density, are variable in nature. Conditions may change between exploration transects and at depth. Extrapolating substantially beyond the immediate exploration transects has obvious risks, which must be considered by the project team. GPI's findings are based on the information collected from the selected exploration approach. The extent contractors rely on the subsurface data provided is done so entirely at their own risk. No warranties, express or implied, are intended or made by the scope of services presented herein.

CLOSING

As always, we appreciate the opportunity to assist the City of Moscow by serving as your geotechnical consultant on this critical infrastructure project. Please contact us if you have any questions about our exploration findings or other geotechnical related project aspects.

Sincerely,
GPI Corporation



John Stanfield
GeoProfessional



Travis J. Wambecke, P.E.
Principal Engineer

TJW/mg

Attachments: Appendix A, Tabulated Bedrock Depth Estimates
Plates 1 through 5, Line 1 Plan and Profile
Plate 6, Line 2 Plan and Profile

APPENDIX A

Tabulated Bedrock Depth Estimates

TABLE 1: PROFILE LINE 1

PROFILE DISTANCE (FEET)	DEPTH TO TOP OF ROCK (FEET)
0.00	10.1
10.00	10.0
20.00	9.9
30.00	9.9
40.00	9.8
50.00	9.7
60.00	9.7
70.00	9.7
80.00	9.7
90.00	9.7
100.00	9.6
110.00	9.5
120.00	9.4
130.00	9.2
140.00	8.9
150.00	8.6
160.00	8.3
170.00	8.2
180.00	8.1
190.00	8.0
200.00	8.0
210.00	7.9
220.00	7.9
230.00	7.9
240.00	7.7
250.00	7.7
260.00	7.6
270.00	7.6
280.00	7.6
290.00	7.7
300.00	7.7
310.00	7.8
320.00	7.8
330.00	7.8
340.00	7.7
350.00	7.7
360.00	7.6
370.00	7.6
380.00	7.6
390.00	7.6
400.00	7.6
410.00	7.6

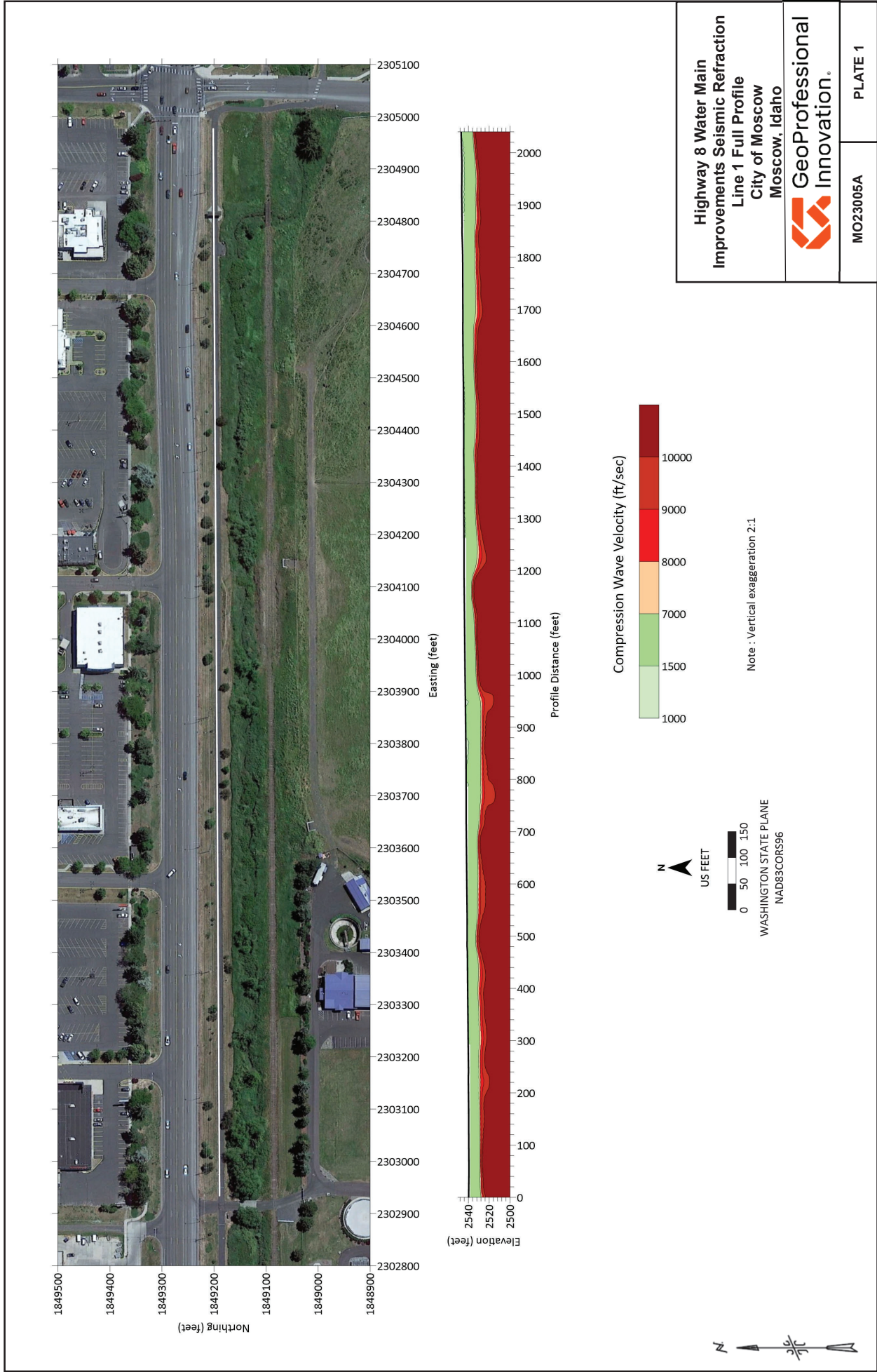
420.00	7.7
430.00	7.7
440.00	7.7
450.00	7.7
460.00	7.6
470.00	7.5
480.00	7.6
490.00	7.5
500.00	7.4
510.00	7.5
520.00	7.6
530.00	7.7
540.00	7.8
550.00	7.9
560.00	8.0
570.00	8.1
580.00	8.2
590.00	8.3
600.00	8.5
610.00	8.8
620.00	9.0
630.00	9.3
640.00	9.4
650.00	9.5
660.00	9.6
670.00	9.6
680.00	9.7
690.00	9.8
700.00	9.8
710.00	10.0
720.00	10.1
730.00	10.2
740.00	10.4
750.00	10.5
760.00	10.7
770.00	10.9
780.00	11.1
790.00	11.2
800.00	11.3
810.00	11.3
820.00	11.4
830.00	11.4
840.00	11.6
850.00	11.7
860.00	11.9
870.00	12.1
880.00	12.3

890.00	12.4
900.00	12.5
910.00	12.6
920.00	12.6
930.00	12.4
940.00	12.1
950.00	11.5
960.00	11.0
970.00	10.5
980.00	10.1
990.00	10.0
1000.00	9.9
1010.00	9.9
1020.00	9.8
1030.00	9.8
1040.00	9.7
1050.00	9.6
1060.00	9.4
1070.00	9.1
1080.00	8.7
1090.00	8.3
1100.00	8.0
1110.00	7.6
1120.00	7.2
1130.00	6.8
1140.00	6.4
1150.00	6.1
1160.00	6.0
1170.00	6.0
1180.00	6.2
1190.00	6.6
1200.00	7.1
1210.00	7.8
1220.00	8.5
1230.00	9.1
1240.00	9.5
1250.00	9.8
1260.00	10.0
1270.00	10.0
1280.00	10.0
1290.00	10.0
1300.00	10.0
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1320.00	9.9
1330.00	9.8
1340.00	9.8
1350.00	9.7

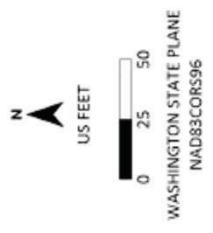
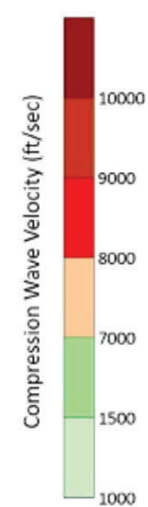
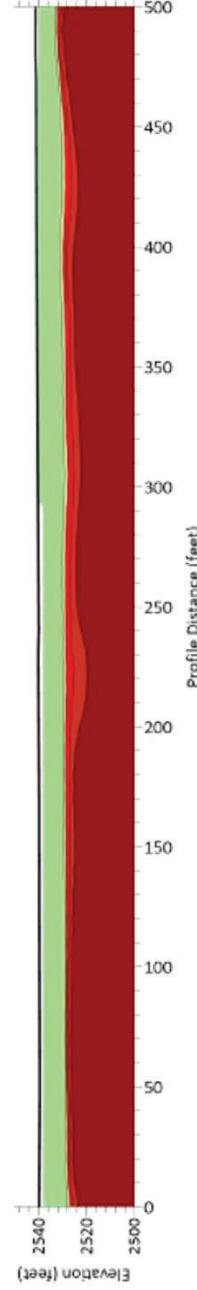
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1370.00	9.4
1380.00	9.1
1390.00	8.8
1400.00	8.6
1410.00	8.4
1420.00	8.2
1430.00	8.2
1440.00	8.1
1450.00	8.2
1460.00	8.4
1470.00	8.7
1480.00	9.0
1490.00	9.3
1500.00	9.6
1510.00	9.7
1520.00	9.8
1530.00	9.8
1540.00	9.8
1550.00	9.7
1560.00	9.6
1570.00	9.4
1580.00	9.1
1590.00	8.8
1600.00	8.5
1610.00	8.3
1620.00	8.1
1630.00	8.0
1640.00	8.0
1650.00	7.9
1660.00	7.9
1670.00	7.9
1680.00	7.9
1690.00	8.2
1700.00	8.4
1710.00	8.6
1720.00	8.9
1730.00	9.2
1740.00	9.4
1750.00	9.6
1760.00	9.7
1770.00	9.8
1780.00	9.8
1790.00	9.8
1800.00	9.8
1810.00	9.8
1820.00	9.9

TABLE 2: PROFILE LINE 2

PROFILE DISTANCE (FEET)	DEPTH TO TOP OF ROCK (FEET)
0	5.7
10	5.6
20	5.6
30	5.5
40	5.5
50	5.5
60	5.5
70	5.5
80	5.5
90	5.6
100	5.6
110	5.6
120	5.6
130	5.7
140	5.7
150	5.7
160	5.6
170	5.6
180	5.5
190	5.4
200	5.3
210	5.3
220	5.2
230	5.2

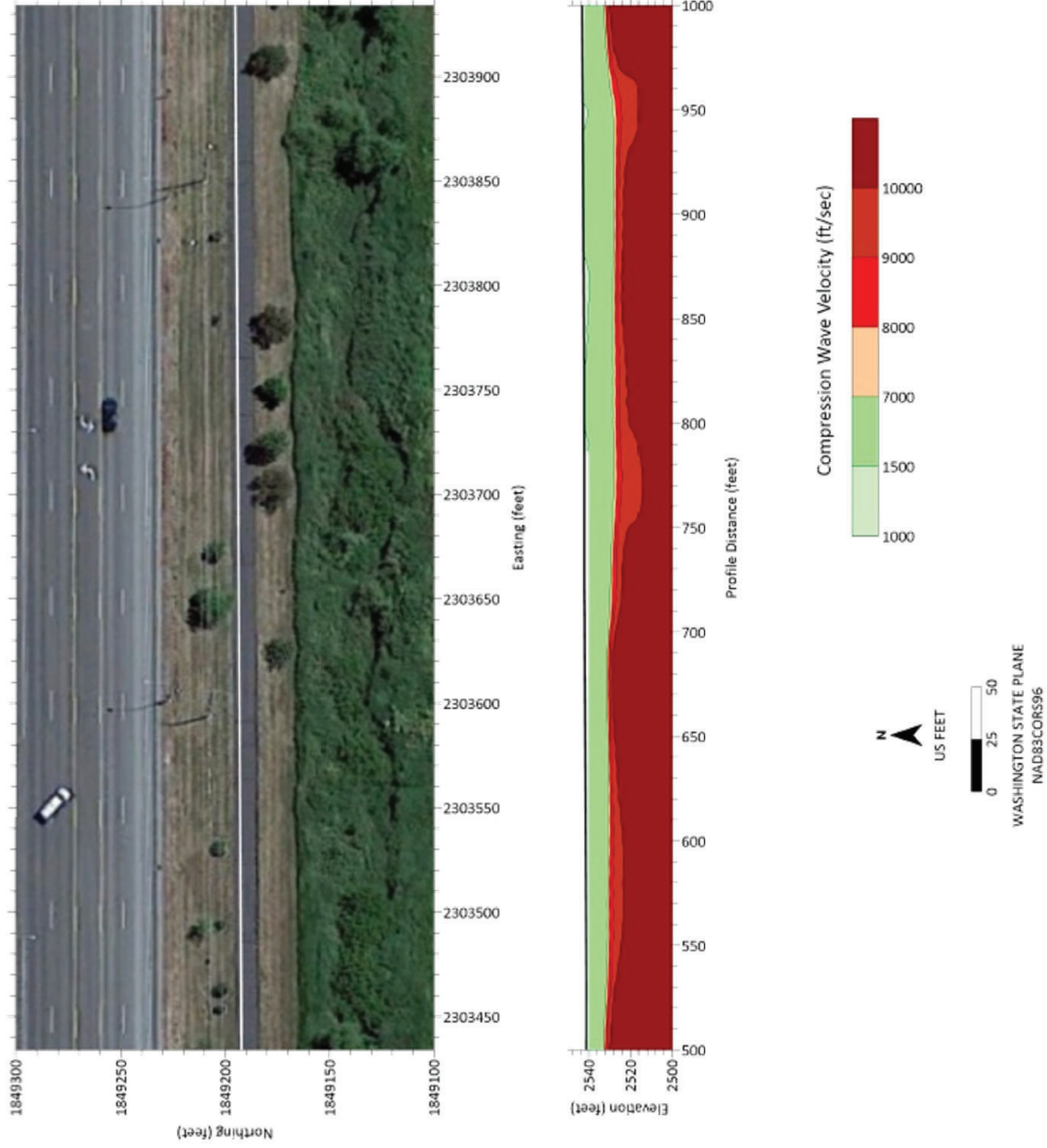


Reference: Geophysical Survey, LLC, January 25 & 26, 2023. No Scale Intended.



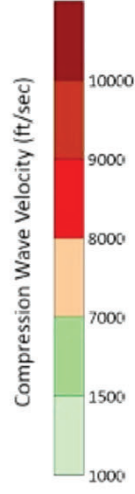
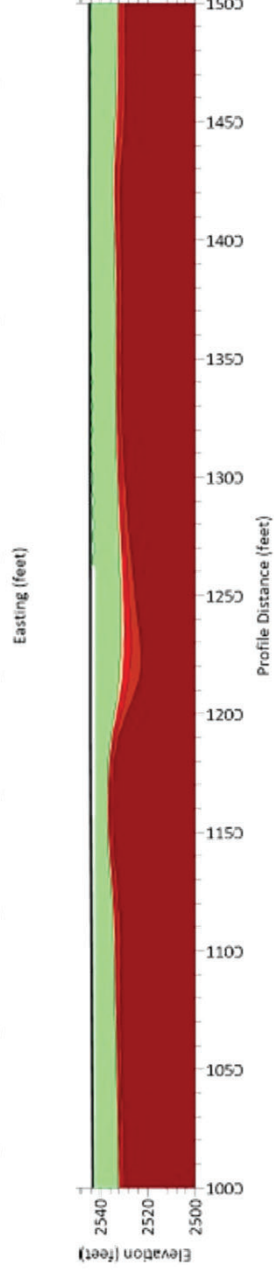
Highway 8 Water Main Improvements Seismic Refraction Line 1: 0' to 500' City of Moscow Moscow, Idaho	
 GeoProfessional Innovation	
MO23005A	PLATE 2

Reference: Geophysical Survey, LLC, January 25 & 26, 2023. No Scale Intended.



Highway 8 Water Main Improvements Seismic Refraction Line 1: 500' to 1000' City of Moscow Moscow, Idaho	
 GeoProfessional Innovation	MO23005A
	PLATE 3

Reference: Geophysical Survey, LLC, January 25 & 26, 2023. No Scale Intended.



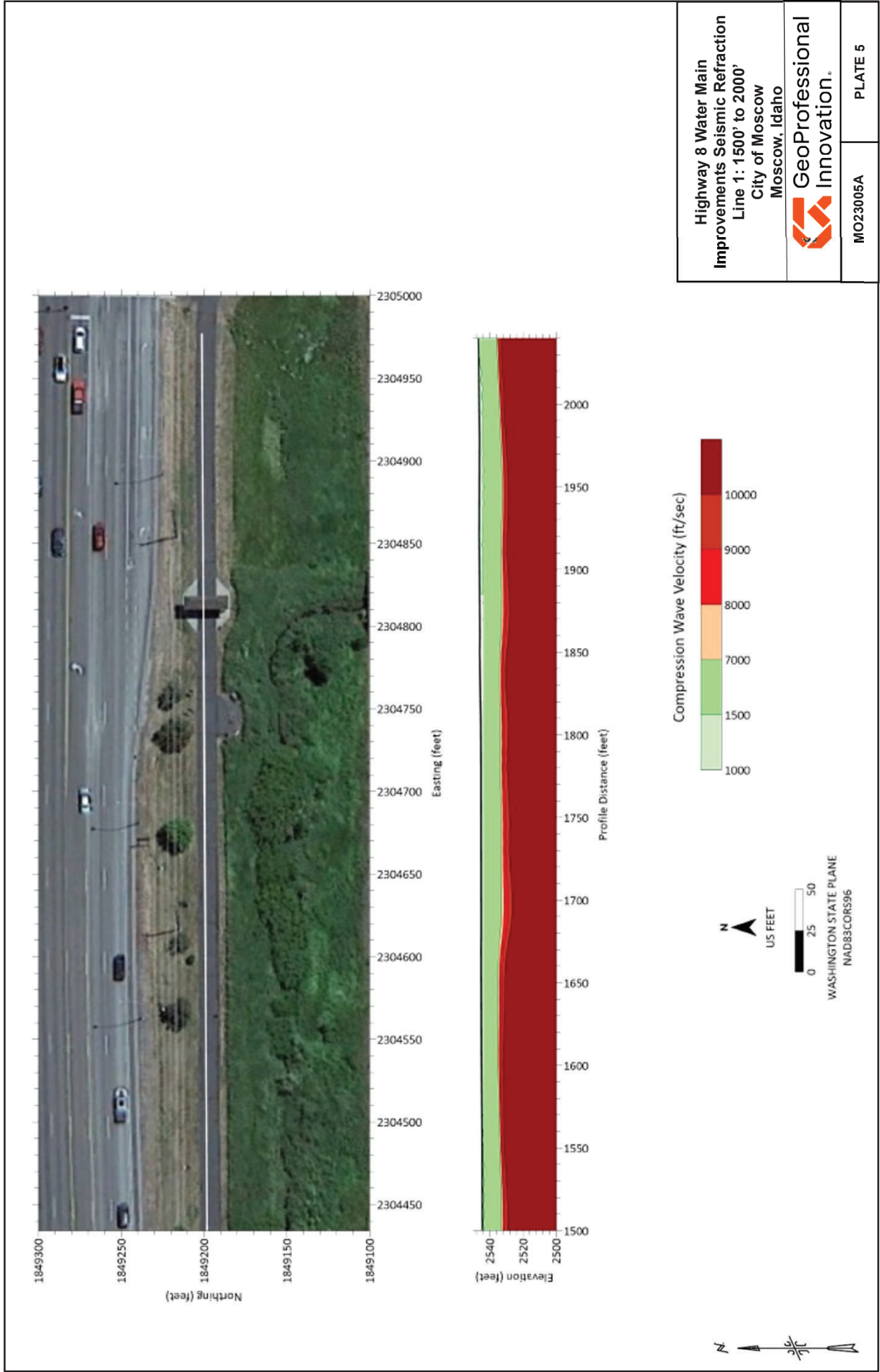
Highway 8 Water Main
Improvements Seismic Refraction
Line 1: 1000' to 1500'
City of Moscow
Moscow, Idaho



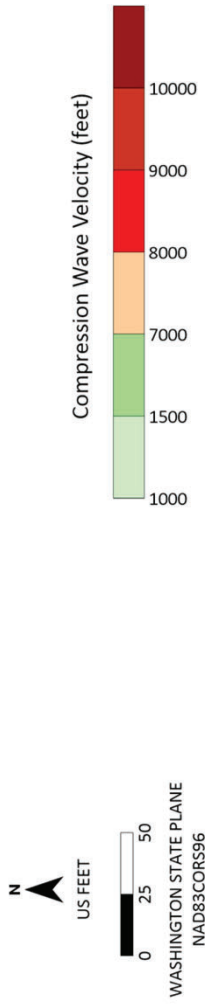
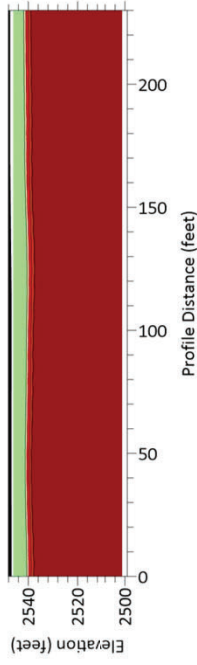
MO23005A

PLATE 4

Reference: Geophysical Survey, LLC, January 25 & 26, 2023. No Scale Intended.



Reference: Geophysical Survey, LLC, January 25 & 26, 2023. No Scale Intended.



Highway 8 Water Main Improvements Seismic Refraction Line 2	
City of Moscow Moscow, Idaho	
 GeoProfessional Innovation.	
MO23005A	PLATE 6

Reference: Geophysical Survey, LLC, January 25 & 26, 2023. No Scale Intended.

Debo
PO Box 363
Drofino ID 83544

Attachment B

RECEIVED

MAR 14 2023

1:34pm

Community Development Bldg
Engineering Division
504 South Washington Str.
Moscow, ID 83843

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids to be submitted to the Community Development Building (Engineering Division) at 504 South Washington Street, Moscow, Idaho 83843, and clearly marked "**Bid Enclosed – Pullman Highway Transmission Water Main**" until **2:00 p.m.**, prevailing local time, Tuesday, March 14, 2023, for the following project:

PULLMAN HIGHWAY TRANSMISSION WATER MAIN

At **2:05 p.m., on the same day**, all proposals will be publicly opened and read aloud in the Community Development Building, Main Floor Conference Room, at 504 South Washington Street, Moscow, ID 83843.

This project's scope includes construction of approximately 3079 linear ft of 24" C900-16 water main, 292 additional linear ft of various size C900 water main, as well as surface restoration of parking lots, highway, street, sidewalks, and green strips. Construction of water main includes new hydrants, associated fittings/valves, thrust restraint, and connection to existing water mains.

Complete digital Project Manual and Project Plans, may viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on "Business" / "Bid Opportunities" / "Pullman Highway Transmission Water Main"

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$22.00**. The Quest project number is **8403110**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

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

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

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

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

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

Britany Luft

Britany Luft, Deputy City Clerk

Publish Dates: February 25, 2023 & March 4, 2023

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 03/14/2023

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

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

8. The undersigned, as a bidder, acknowledges that Addenda Number 1 through 1 have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Works Contractor's License Number PWC-C-12212-UNLIMITED-1-2-3
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

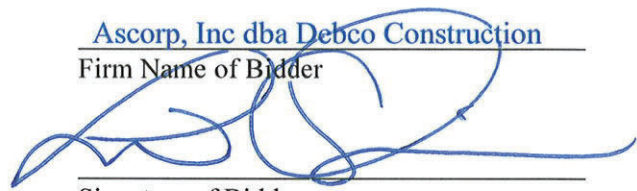
<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. <u>Poe Asphalt Paving Inc - Paving</u>		<u>PWC-C-12496-U-2</u>	<u>26,675</u>
b. <u>Knox Concrete - Sidewalk, curb & gutter</u>		<u>PWC-C-16917B-4</u>	<u>19,950</u>
c. _____			
d. _____			
e. _____			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for "PULLMAN HIGHWAY TRANSMISSION WATER MAIN" as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

Item		Base Bid			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
1	<i>Removals</i>				
SP-1.1	Remove and Dispose of Bituminous Surface	477	SY	30.00	14,310.00
SP-1.2	Remove and Dispose of Concrete Sidewalk	53	SY	56.00	2,968.00
SP-1.3	Remove and Dispose of Concrete Curb & Gutter	134	LF	22.00	2,948.00
SP-1.4	Remove and Dispose of Existing Catch Basin	1	EA	1,000.00	1,000.00
2	<i>Water</i>				
SP-2.1	24-Inch DR 18 C900-16 Water Pipe (Class D Backfill)	558	LF	300.00	167,400.00
SP-2.2	24-Inch DR 18 C900-16 Water Pipe (Class A Backfill)	2521	LF	300.00	756,300.00
SP-2.3	16-Inch DR 18 C900-16 Water Pipe (Class D Backfill)	55	LF	200.00	11,000.00
SP-2.4	12-Inch DR 18 C900-16 Water Pipe (Class D Backfill)	90	LF	200.00	18,000.00
SP-2.5	12-Inch DR 18 C900-16 Water Pipe (Class A Backfill)	40	LF	200.00	8,000.00
SP-2.6	10-Inch DR 18 C900-16 Water Pipe (Class D Backfill)	75	LF	150.00	11,250.00
SP-2.7	6-Inch DR 18 C900-16 Water Pipe (Class D Backfill)	22	LF	150.00	3,300.00
SP-2.8	24-Inch Butterfly Valve	9	EA	12,000.00	108,000.00
SP-2.9	16-Inch Butterfly Valve	4	EA	7,500.00	30,000.00
SP-2.10	12-Inch Gate Valve	2	EA	4,500.00	9,000.00
SP-2.11	10-Inch Gate Valve	2	EA	4,000.00	8,000.00
SP-2.12	6-Inch Gate Valve	2	EA	2,000.00	4,000.00
SP-2.13	Fire Hydrant (excluding valve and hydrant lead)	4	EA	6,000.00	24,000.00
SP-2.14	Connect to Existing Main	6	EA	10,000.00	60,000.00
SP-2.15	Bedrock Excavation	30	HR	400.00	12,000.00
3	<i>Storm</i>				
SP-3.1	Install New Catch Basin and Grate	1	EA	4,000.00	4,000.00
4	<i>Surfacing</i>				
SP-4.1	1/2" Superpave HMA Pavement (4")	111	TON	225.00	24,975.00
SP-4.2	Concrete Sidewalk	38	SY	200.00	7,600.00
SP-4.3	Curb & Gutter	134	LF	90.00	12,060.00
SP-4.4	Pedestrian Ramp (including truncated dome)	15	SY	200.00	3,000.00
5	<i>MISC</i>				
SP-5.1	Erosion Control	1	LS	15,000.00	15,000.00
SP-5.2	Traffic Control	1	LS	50,000.00	50,000.00
SP-5.3	Mobilization	1	LS	140,000.00	140,000.00
SP-5.4	Mature Tree Removal	1	EA	2,000.00	2,000.00
SP-5.5	3'x3' Concrete Collar	17	EA	450.00	7,650.00
SP-5.6	6-Inch Concrete Bollard	2	EA	1,000.00	2,000.00
Bid Total					1,519,761.00

Ascorp, Inc dba Debco Construction
Firm Name of Bidder


Signature of Bidder

President
Official Title

PO Box 363, Orofino, ID 83544
Bidders Mailing Address

PWC-C-12212-UNLIMITED-1-2-3
Public Works License No.

Idaho
State of Incorporation if Incorporated



Dated at Clearwater County

This 14 day of March, 2023

March 8, 2023

ADDENDUM NO. 1

City of Moscow Project: **PULLMAN HIGHWAY WATER TRANSMISSION MAIN**
Project No. **103-021**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **PULLMAN HIGHWAY WATER TRANSMISSION MAIN**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

1. DRAWINGS, SPECIFICATIONS AND PROPOSAL, ENGINEERING SPECIFICATIONS:

Amend ES-21 GATE VALVES AND VALVE BOXES:

Replace section ES-21 GATE VALVES AND VALVE BOXES with the following:

ES-21 WATER VALVES AND VALVE BOXES

21.1 Scope

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

21.2 Materials

- A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.
- B. Butterfly Valves (all sizes). Valves shall be ductile iron, resilient seated, conform to AWWA C504, be AWWA Class 250B, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have a 2-inch square wrench nut. Valve ends and valve sizes shall be shown.
- C. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4 inch shaft, and shall be TYLER 6855 series of appropriate

length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4 inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.

21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

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

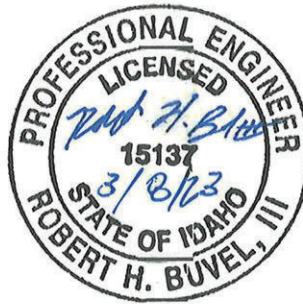
Payment for water valves and valve boxes furnished and installed as auxiliary valves on hydrants shall be included in the unit price for hydrants.

2. DRAWINGS, SPECIFICATIONS AND PROPOSAL, SPECIAL PROVISIONS:

Amend SP-5.2 TRAFFIC CONTROL to include the following:

Pathway to remain open during construction unless short term closures are required for public safety, as determined by the contractor and project engineer.

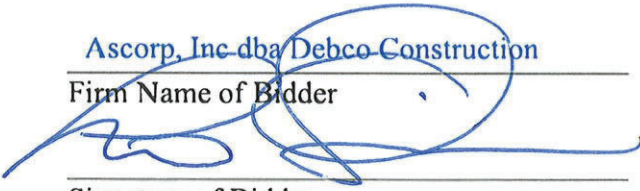
SUBMITTED BY:



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

Ascorp, Inc dba Dehco Construction

Firm Name of Bidder


Signature of Bidder

President

Title

03/14/2023

Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ascorp, Inc. dba Debco Construction
P.O. Box 363
Orofino, ID 83544

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Moscow
504 South Washington Street
Moscow, ID 83843

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Pullman Highway Transmission Water Main - Moscow, ID

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

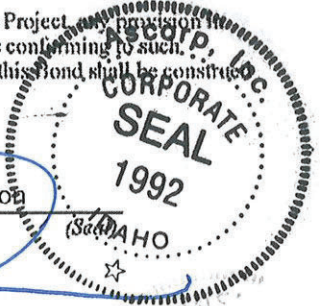
Signed and sealed this 10th day of March, 2023


(Witness)

Ascorp, Inc. dba Debco Construction
(Principal)

By:

(Title)




(Witness) James E. Majeskey II

Great American Insurance Company
(Surety)

(Seal)

By:

Jennifer Martinez Ibarra Attorney-in-Fact



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Jennifer Martinez Ibarra	501 N. Riverpoint Blvd., Suite 403 Spokane, WA 99202	\$100,000,000.00

Principal: Ascorp, Inc. dba Debco Construction
Obligee: City of Moscow

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of March, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 10th day of March, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of March, 2023.



Stephen C. Beraha

Assistant Secretary

March 8, 2023

ADDENDUM NO. 1

City of Moscow Project: **PULLMAN HIGHWAY WATER TRANSMISSION MAIN**
Project No. **103-021**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **PULLMAN HIGHWAY WATER TRANSMISSION MAIN**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

1. DRAWINGS, SPECIFICATIONS AND PROPOSAL, ENGINEERING
SPECIFICATIONS:

Amend **ES-21 GATE VALVES AND VALVE BOXES:**

Replace section ES-21 GATE VALVES AND VALVE BOXES with the following:

ES-21 WATER VALVES AND VALVE BOXES

21.1 Scope

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- B. Butterfly Valves (all sizes). Valves shall be ductile iron, resilient seated, conform to AWWA C504, be AWWA Class 250B, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have a 2-inch square wrench nut. Valve ends and valve sizes shall be shown.
- C. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4 inch shaft, and shall be TYLER 6855 series of appropriate

length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4 inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.

21.3 Workmanship

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

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

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

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

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

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

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

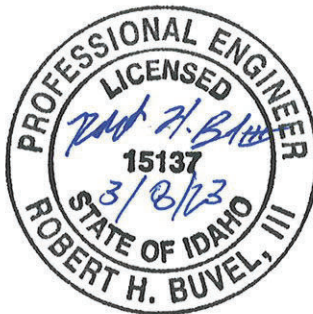
Payment for water valves and valve boxes furnished and installed as auxiliary valves on hydrants shall be included in the unit price for hydrants.

2. DRAWINGS, SPECIFICATIONS AND PROPOSAL, SPECIAL PROVISIONS:

Amend **SP-5.2 TRAFFIC CONTROL** to include the following:

Pathway to remain open during construction unless short term closures are required for public safety, as determined by the contractor and project engineer.

SUBMITTED BY:



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

Firm Name of Bidder

Signature of Bidder

Title

Date

Pullman Highway Transmission Project - Water Main
Bids Opened 3/14/2023

Item No.	Item Description	Qty.	Unit	Engineers Estimate		Bid From:	Crea Construction		Bid From:	S&L Underground		Bid From:	Debco		Bid From:	Germer Construction	
				Unit Price	Amount		Price	Total		Price	Total		Price	Total		Price	Total
	Removals																
SP-1.1	Remove and Dispose of Bituminous Surface	477	SY	\$7.00	\$3,339.00		\$5.50	\$2,623.50		\$22.00	\$10,494.00		\$30.00	\$14,310.00		\$3.50	\$1,669.50
SP-1.2	Remove and Dispose of Concrete Sidewalk	53	SY	\$10.00	\$530.00		\$30.00	\$1,590.00		\$18.00	\$954.00		\$56.00	\$2,968.00		\$12.00	\$636.00
SP-1.3	Remove and Dispose of Concrete Curb & Gutter	134	LF	\$10.00	\$1,340.00		\$26.00	\$3,484.00		\$14.00	\$1,876.00		\$22.00	\$2,948.00		\$9.00	\$1,206.00
SP-1.4	Remove and Dispose of Existing Catch Basin	1	EA	\$750.00	\$750.00		\$450.00	\$450.00		\$500.00	\$500.00		\$1,000.00	\$1,000.00		\$865.00	\$865.00
	Water																
SP-2.1	24-Inch C-900 Water Pipe (Class D Backfill)	558	FL	\$220.00	\$122,760.00		\$655.00	\$365,490.00		\$385.00	\$214,830.00		\$300.00	\$167,400.00		\$379.00	\$211,482.00
SP-2.2	24-Inch C-900 Water Pipe (Class A Backfill)	2521	FL	\$200.00	\$504,200.00		\$500.00	\$1,260,500.00		\$330.00	\$831,930.00		\$300.00	\$756,300.00		\$329.00	\$829,409.00
SP-2.3	16-Inch C-900 Water Pipe (Class D Backfill)	55	FL	\$180.00	\$9,900.00		\$525.00	\$28,875.00		\$380.00	\$20,900.00		\$200.00	\$11,000.00		\$543.00	\$29,865.00
SP-2.4	12-Inch C-900 Water Pipe (Class D Backfill)	90	FL	\$150.00	\$13,500.00		\$425.00	\$38,250.00		\$340.00	\$30,600.00		\$200.00	\$18,000.00		\$380.00	\$34,200.00
SP-2.5	12-Inch C-900 Water Pipe (Class A Backfill)	40	FL	\$130.00	\$5,200.00		\$420.00	\$16,800.00		\$320.00	\$12,800.00		\$200.00	\$8,000.00		\$240.00	\$9,600.00
SP-2.6	10-Inch C-900 Water Pipe (Class D Backfill)	75	FL	\$110.00	\$8,250.00		\$400.00	\$30,000.00		\$340.00	\$25,500.00		\$150.00	\$11,250.00		\$290.00	\$21,750.00
SP-2.7	6-Inch C-900 Water Pipe (Class D Backfill)	22	FL	\$100.00	\$2,200.00		\$130.00	\$2,860.00		\$275.00	\$6,050.00		\$150.00	\$3,300.00		\$223.00	\$4,906.00
SP-2.8	12-Inch Butterfly Valve	9	EA	\$6,500.00	\$58,500.00		\$15,000.00	\$135,000.00		\$12,000.00	\$108,000.00		\$12,000.00	\$108,000.00		\$10,665.00	\$95,985.00
SP-2.9	16-Inch Butterfly Valve	4	EA	\$5,000.00	\$20,000.00		\$8,000.00	\$32,000.00		\$6,500.00	\$26,000.00		\$7,500.00	\$30,000.00		\$4,565.00	\$18,260.00
SP-2.10	12-Inch Gate Valve	2	EA	\$4,000.00	\$8,000.00		\$5,200.00	\$10,400.00		\$5,000.00	\$10,000.00		\$4,500.00	\$9,000.00		\$3,880.00	\$7,760.00
SP-2.11	10-Inch Gate Valve	2	EA	\$3,000.00	\$6,000.00		\$3,900.00	\$7,800.00		\$4,600.00	\$9,200.00		\$4,000.00	\$8,000.00		\$3,285.00	\$6,570.00
SP-2.12	6-Inch Gate Valve	2	EA	\$1,500.00	\$3,000.00		\$1,800.00	\$3,600.00		\$2,600.00	\$5,200.00		\$2,000.00	\$4,000.00		\$1,610.00	\$3,220.00
SP-2.13	Fire Hydrant (Excluding valve and hydrant lead)	4	EA	\$5,000.00	\$20,000.00		\$6,700.00	\$26,800.00		\$8,200.00	\$32,800.00		\$6,000.00	\$24,000.00		\$7,815.00	\$31,260.00
SP-2.14	Connect to Existing Main	6	EA	\$3,000.00	\$18,000.00		\$750.00	\$4,500.00		\$6,000.00	\$36,000.00		\$10,000.00	\$60,000.00		\$5,475.00	\$32,850.00
SP-2.15	Bedrock Excavation	30	HR	\$500.00	\$15,000.00		\$380.00	\$11,400.00		\$400.00	\$12,000.00		\$400.00	\$12,000.00		\$585.00	\$17,550.00
	Storm																
SP-3.1	Install New Catch Basin	1	EA	\$5,000.00	\$5,000.00		\$2,200.00	\$2,200.00		\$5,000.00	\$5,000.00		\$4,000.00	\$4,000.00		\$3,900.00	\$3,900.00
	Surfacing																
SP-4.1	1/2" Superpave HMA Pavement 4"	111	TON	\$180.00	\$19,980.00		\$400.00	\$44,400.00		\$270.00	\$29,970.00		\$225.00	\$24,975.00		\$286.00	\$31,746.00
SP-4.2	Concrete Sidewalk	38	SY	\$100.00	\$3,800.00		\$170.00	\$6,460.00		\$165.00	\$6,270.00		\$200.00	\$7,600.00		\$138.00	\$5,244.00
SP-4.3	Curb & Gutter	134	LF	\$75.00	\$10,050.00		\$80.00	\$10,720.00		\$86.00	\$11,524.00		\$90.00	\$12,060.00		\$40.75	\$5,460.50
SP-4.4	Pedestrian Ramp (including truncated dome)	15	SY	\$200.00	\$3,000.00		\$200.00	\$3,000.00		\$190.00	\$2,850.00		\$200.00	\$3,000.00		\$182.50	\$2,737.50
	MISC																
SP-5.1	Erosion Control	1	LS	\$5,000.00	\$5,000.00		\$10,000.00	\$10,000.00		\$50,000.00	\$50,000.00		\$15,000.00	\$15,000.00		\$10,250.00	\$10,250.00
SP-5.2	Traffic Control	1	LS	\$35,000.00	\$35,000.00		\$90,000.00	\$90,000.00		\$110,000.00	\$110,000.00		\$50,000.00	\$50,000.00		\$31,400.00	\$31,400.00
SP-5.3	Mobilization	1	LS	\$73,191.92	\$73,191.92		\$175,000.00	\$175,000.00		\$175,000.00	\$175,000.00		\$140,000.00	\$140,000.00		\$92,127.50	\$92,127.50
SP-5.4	Mature Tree Removal	1	EA	\$2,000.00	\$2,000.00		\$2,500.00	\$2,500.00		\$2,500.00	\$2,500.00		\$2,000.00	\$2,000.00		\$3,835.00	\$3,835.00
SP-5.5	3'x3' Concrete Collar	17	EA	\$200.00	\$3,400.00		\$275.00	\$4,675.00		\$500.00	\$8,500.00		\$450.00	\$7,650.00		\$515.00	\$8,755.00
SP-5.6	6-Inch Concrete Bollard	2	EA	\$600.00	\$1,200.00		\$825.00	\$1,650.00		\$800.00	\$1,600.00		\$1,000.00	\$2,000.00		\$950.00	\$1,900.00
				TOTAL	\$982,090.92		TOTAL	\$2,333,027.50		TOTAL	\$1,798,848.00		TOTAL	\$1,519,761.00		TOTAL	\$1,556,399.00

LOW BIDDER

CITY COUNCIL STAFF REPORT

DATE: Monday, April 3, 2023



AGENDA ITEM TITLE

Memorandum of Understanding with the Moscow Rural Fire Department - Brian Nickerson / Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

REVIEWED BY

This was reviewed by the Administrative Committee on March 27, 2023 and recommended for approval.

ADDITIONAL PRESENTER(S)

Brian Nickerson, Fire Chief

OTHER RESOURCES

DESCRIPTION

The City of Moscow provides a variety of services for the Moscow Rural Fire District under a Memorandum of Understanding (MOU) between the two entities. The City and Rural Fire District Commissioners recently conducted a review of the MOU and developed a new agreement that reflects the current services and cooperative activities. The Moscow Rural Fire District Commissioners approved the new MOU at their meeting on March 21, 2023 and the updated agreement is now being presented to the Council for consideration of approval.

STAFF RECOMMENDATION

Approve the updated MOU between the City of Moscow and the Moscow Rural Fire District.

PROPOSED ACTIONS

ACTION: Approve the updated MOU between the City of Moscow and the Moscow Rural Fire District.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MOU MRFD 2022_clean_MRFD Final

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW RURAL FIRE DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”), is entered into effective the _____ day of _____ 2023 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 Moscow Rural Fire District, an Idaho fire protection district whose address is P O Box 8626, Moscow, Idaho, 83843 (hereinafter “MRFD”). CITY and MRFD are each individually referred to as a “Party”, and collectively, the “Parties.”

W I T N E S S E T H:

WHEREAS, CITY provides fire suppression services to its citizens through a partnership with the Moscow Volunteer Fire Department (MVFD); and

WHEREAS, MRFD is a Fire Protection District created pursuant to Idaho Code Title 31, Chapter 14, for the protection of property against fire and preservation of life; and

WHEREAS, the MRFD provides fire suppression through the services of volunteer firefighters; and

WHEREAS, many volunteers of the MVFD are also members of the MRFD; and

WHEREAS, CITY and MRFD provide services to each other through mutual aid agreements, as well as sharing of resources such as providing certain support services relating to fire command; and

WHEREAS, CITY and MRFD desire to memorialize the provision of such support services; and

WHEREAS, CITY and MRFD do hereby enter into this MOU establishing the rights and responsibilities of each Party;

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOU, MRFD and, CITY hereby agree as follows:

SECTION 1: COOPERATION

CITY and MRFD are jointly committed to the provision of fire suppression services for Moscow and MRFD residents and believe such services are enhanced through the cooperation and sharing of certain fire command services as described herein.

SECTION 2: CITY GENERAL RESPONSIBILITIES

In support of fire suppression services, CITY, through its appointed Fire Chief, shall provide the following services to MRFD pursuant to this MOU:

A. Fire Suppression/Command

1. Supervise and manage on-scene firefighting resources; respond to major emergency incidents and assume or delegate command; deploy and direct personnel and resources to protect lives and property;
2. Direct assignment of volunteer resources for nonstop command coverage;
3. Direct the deployment of MRFD personnel, equipment, apparatus, and facilities;
4. Deploy MRFD resources in response to requests from mutual aid partners with due consideration of the readiness needs of the MRFD using all notification methods available.
5. Deploy equipment and volunteer resources in response to aid requests from entities where there is no mutual aid agreement, with due consideration of the readiness needs of the MRFD, upon approval of MRFD Commissioner, Chairman or designee. If no communication is received from MRFD Commissioner after 20 minutes, the Fire Chief or designee shall have the authority to determine if mutual aid will be provided to the requesting entity.

B. Emergency Communications

1. Coordinate emergency communication services through CITY agreements with Whitcom Emergency Communications Center, and CITY emergency communications infrastructure; and
2. Provide Active911 cell phone notification system application.

C. Administrative

1. Coordinate communications between MRFD, CITY, and other outside agencies;
2. Attend MRFD meetings in person. Upon invitation from MRFD, CITY Fire Chief will endeavor to attend MRFD meetings on no less than a quarterly basis as may be possible in consideration of the Chief's department and emergency response obligations. A CITY Division Chief may attend on behalf of the Chief in the Chief's absence.

D. Miscellaneous

1. Provide Command vehicles for use by fire command;
2. Provide radio system and infrastructure;
3. Provide air for refilling self-contained breathing apparatus;
4. Submit incident reports in accordance with Idaho State requirements;
5. Conduct fire investigations within MRFD boundaries.
6. Foster a spirit of cooperation, mutual respect, and camaraderie between CITY, MFD, MVFD, and the MRFD.

7. When mutually beneficial, notify MRFD Captain and allow MRFD members to attend CITY training as available. Costs, if any shall be paid by MRFD.
8. Allow MRFD members to attend City Fire Academy when space is available. Costs, if any shall be paid by MRFD.
9. Allow MRFD use of CITY municipal water system as needed for fire suppression and/or training at no charge.

SECTION 3: MRFD GENERAL RESPONSIBILITIES

In support of fire suppression and prevention services, MRFD shall provide the following services pursuant to this MOU:

1. In compliance with, and as allowed by Idaho law, delegate fire command responsibilities to CITY in accordance with Section 2(A) of this MOU; and
2. Fund a proportionate share of annual costs for emergency dispatch services and radio system infrastructure and maintenance costs. MRFD's proportionate share of the emergency dispatch services and radio system infrastructure and maintenance costs shall be based upon the five (5) year average of the percentage of CITY's total emergency response calls that are for services within MRFD's service area.
3. Foster a spirit of cooperation, mutual respect, and camaraderie between the MRFD and CITY, MFD, and MVFD.
4. When mutually beneficial, notify CITY and allow MVFD members to attend MRFD training as available. Costs, if any, shall be paid by the respective Party attending the training.

SECTION 4: TERM

The term of this MOU shall be for a period of five (5) years from the date of execution unless terminated earlier by either Party hereto.

SECTION 5: TERMINATION

Either MRFD or CITY may unilaterally terminate this MOU without penalty, upon one hundred eighty (180) days' notice to the non-terminating party, delivered in accordance with Section 7.H. of this MOU.

SECTION 6: REGULAR MEETINGS

CITY shall meet with the MRFD Commissioners to review services provided as necessary.

SECTION 7: GENERAL PROVISIONS

- A. Indemnification. The Parties shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other Party

for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

- B. Insurance. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.

Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

- C. Rights Not Assignable. MRFD and CITY shall not assign any rights or duties under this MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- D. Interpretation. As a further condition of this MOU, MRFD, and CITY acknowledge that this MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- E. Jurisdiction and Venue. It is agreed that this MOU shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning it, it is agreed that the proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- F. Binding Authority. MRFD and CITY each represents and warrants to the other that this MOU (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.
- G. Appropriation of Funds. This MOU is contingent upon each governmental entity receiving the necessary funding to cover the obligations of the governmental entity herein. In the event that such funding is not received or appropriated, then and in that event, the respective governmental entity's obligations under this MOU shall cease and each Party shall be released from further performance under this MOU without any liability to the other Party.
- H. Notice. All communication or notification to be given pursuant to this MOU shall be given to the following:

Notice to MRFD:
Moscow Rural Fire District
P O Box 8626
Moscow, ID 83843

Notice to CITY:
Moscow City Supervisor
206 East Third Street
P O Box 9203
Moscow, ID 83843-1703

- I. Complete Agreement. This MOU constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

IN WITNESS WHEREOF, MRFD and CITY, by and through their respective officials designated below, have caused this MOU to be executed on the date and year first above written.

CITY

City of Moscow:

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

MRFD

Moscow Rural Fire District:

Chair

Commissioner

Commissioner

Heart of the Arts, Inc.
Profit & Loss
January through December 2022

	Jan - Dec 22
Income	
City Contract	
Management	84,000.00
Operations	45,000.00
Total City Contract	129,000.00
Direct Contributions	
Restricted Contributions	
Building Fund	239,884.05
HAI Event/Program Contribution	1,325.00
Total Restricted Contributions	241,209.05
Unrestricted Contribution	1,011.59
Total Direct Contributions	242,220.64
Facility Room Rental	
Game Room	877.50
Living Room	4,919.10
Arts Workshop	7,265.00
Fiske Room	7,052.50
Friendship Hall	1,622.50
Great Room	57,013.30
Lecompte Auditorium	10,040.00
Reception Gallery	11,790.00
Total Facility Room Rental	100,579.90
Facility Tenant Rental	6,000.00
Grants	
Non-Government Grants	12,550.00
Government Grants	7,400.00
Total Grants	19,950.00
HAI Programming Revenue	2,849.06
Misc Income	1,241.22
Total Income	501,840.82
Gross Profit	501,840.82
Expense	
Administrative	
Advertising	800.00
Bank Fees	2,081.82
Board Expenses	166.42
Computer	3,958.66
Depreciation Expense	36,000.00
Dues,Fees,Subscriptions	292.50
E.D. Cell Phone	480.00
Holding Account	0.00
Insurance	
Liability and D&O	2,569.76
Total Insurance	2,569.76
Office Supplies & Printing	4,410.68
Postage	1,026.00
Payroll Expenses	
Hourly	39,468.00
Salaries	47,496.00
Payroll Taxes and Workmans Comp	8,902.47
Total Payroll Expenses	95,866.47

Heart of the Arts, Inc.
Profit & Loss
 January through December 2022

	Jan - Dec 22
Professional Fees	
Accounting	850.00
Bookkeeping	4,800.00
Total Professional Fees	5,650.00
Total Administrative	153,302.31
Operations	
Bldg Supplies and Small Tools	10,512.00
Facility Rental Supplies	11,020.07
Janitorial	
In-House Janitorial	14,297.00
Other Cleaning	3,497.50
Supplies	3,707.76
Total Janitorial	21,502.26
Repairs & Maintenance	43,794.54
Telephone and Communications	
Phone Service	3,646.54
Total Telephone and Communications	3,646.54
Utilities	
City Water and Sewer	4,472.02
Gas and Electric	19,430.49
Solid Waste	2,163.93
Total Utilities	26,066.44
Total Operations	116,541.85
Fundraising	
Donor Acknowledgements	1,063.14
Event Supplies	11.92
Promotional Materials	2,250.61
Total Fundraising	3,325.67
HAI Programming Expenses	
Advertising & Promotions	6,141.94
Event Supplies	1,597.77
Food and Entertainment	1,013.40
Total HAI Programming Expenses	8,753.11
Total Expense	281,922.94
Net Income	219,917.88

**Report to Moscow City Council
From Heart of the Arts, Inc. (HAI)**

For the Monday, April 3, 2023 Council Meeting

HAI's Background and Mission

Heart of the Arts, Inc. (HAI) is the non-profit corporation, established in 2002, that was awarded the management contract of the 1912 Center from the City of Moscow in 2006. The current lease's initial term runs through September 30, 2031 with two ten year renewal terms included.

HAI is managed by a board of nine directors, an executive director to oversee the day-to-day operations at the 1912 Center and eleven part-time employees to supervise events, help with operations and janitorial. HAI maintains two standing committees for the 1912 Center, representing both the development of the building spaces and the uses for the building, and this connection between the community, City and HAI, helps to guide the direction of the Center.

HAI's mission:

Enriching lives and creating community by operating and restoring the 1912 Center.

2022 Accomplishments

- Renovations on the second floor are complete with the addition of the Book Room and the Historic Classroom. Work on the west end of the second floor was done by a team of subcontractors including Quality Contractors, Masters Touch Woodworking, Classic Wood Floors and Carpentry, Gropp Electric, Sturm Heating, Moscow Acoustics, A&D Fire Sprinklers, Walt Spurling, Pho's Painting, Tara Lew Interiors, Forge Construction and Brandon Rice. These rooms were completed by September 2022 for occupancy.
- The Historic Classroom program, The Pen & Primer Project, was developed by a team of past educational professionals and historians and piloted in the newly renovated room in October 2022 and January 2023 with eight school classes attending a day in 1913 school. It has been well received and will continue being offered each fall to interested 4th grade classes. The program is a full curriculum day for the teachers. Grant funding has come from the Idaho Humanities Council, Latah County Community Foundation, Living History Centre Fund and printing for the first round of primers was done by the METER Foundation. Special thanks to Mina Ashkannejhad and Melissa Rockwood of Rdesign for designing the primers we are using.
- The Great Room had a new lighting upgrade done in late November to change the broken fluorescent lighting to dimmable LED lights. The Avista Foundation contributed \$5,000 to help with this lighting project for an important community room.
- The Reception Gallery received the addition of a custom back bar that added a sink to the room as well. This bar was created and built by Masters Touch Woodworking with the sink installed by Aaron Alexander of AA Plumbing.
- 314 donors helped to raise a total of \$39,562 for the 1912 Center during IDAHO GIVES in 2022 to put toward work on the second floor. We also hosted a party for our community and nonprofits on the final giving day of May 5th to celebrate IDAHO GIVES!
- In the hallway gallery we hosted the "PAPER" Community Art Show, "Athens '97" a solo show of photos by Lance Luschnig, "Invitations" a solo show of the paintings of Rebecca Rod for Artwalk over the summer, "Roam" with Palouse photos by Samuel Zakariasen and drawings and paintings by Martha Zakariasen. and "Chosen Family" paintings of people and their pets by Holly Ashkannejhad.
- We hosted Plaza Concerts in July (with BEARGRASS) and in August (with Pumice Pocket) and the Winter Market grew during our 18th season to include regular use of the Arts Workshop in addition to the Plaza, Great Room, Reception Gallery and Lecompte Auditorium. We had over 125 vendors participate this season.