

Public Works / Finance Committee



Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, June 9, 2025

4:00 PM

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

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

REGULAR AGENDA

1. Approval of Public Works/Finance Committee May 12, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Disbursement Report May 2025 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending May 2025.

ACTION: Accept the Disbursements Report for the month of May 2025.

3. Leading Idaho Bridge Program - Grant Award Agreement (ACTION ITEM) - Alisa Anderson / Scott Bontrager

In 2022, Idaho Senate Bill 1359 authorized \$200 million in one-time funding for the repair or replacement of bridges greater than 20' in length under the Leading Idaho Local Bridge Grant program with no maximum grant request amount and no local match requirement. Based on bridge inspections reports performed by the Idaho Transportation Department (ITD) the eligible bridges must be in poor condition or be posted for load weight limits to qualify. The only qualifying bridge in the city limits in 2022 was the Sand Road bridge, built in 1971 over the South Fork of the Palouse River, which is a 51-foot-long bridge posted with load restrictions. The bridge was recommended for replacement, so Staff submitted a grant request for this project in June 2022. Moscow was notified in early 2024 that the bridge replacement request had been approved for funding. The project is scheduled for design in 2025 and construction in 2026 and will be fully funded, with no City match, by this award. A Resolution is also attached to this report included with Attachment A LHTAC/Local Agreement.

PROPOSED ACTIONS: Recommend approval to accept the award for replacement of the Sand Road Bridge by executing the LHTAC/Local Agreement Leading Idaho Bridge Program, and the corresponding Resolution, or provide staff with further direction.

4. Idaho Fire Fighter License Plate Grant Program (ACTION ITEM) - Alisa Anderson / Dan Ellinwood

The Idaho Fire Chief's Association (IFCA) sponsors the 2025 Idaho Fire Fighter License Plate (FFLP) grant program on an annual basis. Grant requests must comply with the legislated guidelines to be used "exclusively for fire safety education" of firefighters, fire chiefs, and the

public. The Moscow Volunteer Fire Department (MVFD) is requesting funding to purchase Realistic Rescue Manikins for training purposes. These rescue manikins can withstand intense training scenarios and are easy to interact with. They are built from tough materials and can handle the roughest training scenarios. The manikins also have anatomically correct weight distribution to give the "feel" of a real live person and can survive a 2-3-story drop without damage. The polyester material is waterproof, making the manikin suitable for training in wet or dry conditions and can be easily cleaned and dried. These combined features allow for the simulation of a variety of training scenarios. The MVFD is requesting to submit a grant request to purchase two (2) (100 and 175 pound) CPR Savers & First Aid Supply Realistic Rescue Training manikins. The total grant request will not exceed \$1,900.00. The grant application is due June 27, 2025. No match is required for this request.

PROPOSED ACTIONS: Recommend approval for the MVFD to submit a grant application to the 2025 Idaho Fire Fighter License Plate grant program in an amount not to exceed \$1,900 for the purchase of two Realistic Rescue Manikins for training purposes or provide staff further direction.

5. Second Amended Professional Services Agreement-Moscow City Shop (ACTION ITEM) - Bill Belknap

In April 2024, the City entered into a professional services agreement with Lombard Conrad Architects (LCA) for \$320,610 in design services associated with the construction of a new City shop building. Services included in the original agreement were the preparation of construction drawings and specifications, bidding assistance, project inspections, and closeout, all associated with the new building. Interior improvements to the existing shop building have always been anticipated as part of the larger project. While the Fleet and Parks Departments will move to the new building, Streets and Stormwater will continue to occupy the existing building. To ensure they have a safe and efficient work environment, portions of the interior of the existing building need to be reconfigured to include modernized office space with basic amenities. This necessitates additional design services. LCA has proposed an additional design fee of \$70,102.00 for this work, bringing the total fee for their services on the overall project to \$413,343.00. It is anticipated that design will be complete over the course of the summer, and the tenant improvement project for the existing shop will be bid for construction later this fall. Construction would likely occur in the spring of 2026. A detailed description of the new services is included in the attached, amended professional services agreement.

PROPOSED ACTIONS: Recommend approval of the amended professional services agreement; or provide staff further direction.

6. COAST Public Transit Services Agreement (ACTION ITEM) - Bill Belknap

The Council on Aging & Human Services (COA), operating public transit services as COAST, is proposing to initiate a regional public transit service between the cities of Colfax, Albion, Pullman, and Moscow. They have received grant funding to initiate the service and are seeking the required local match funding from regional entities. The Port of Whitman recently committed \$40,000 in funding, and COAST has received funding commitments from the Pullman Downtown Association, Colfax Thrifty Grandmothers, Kiwanis Club of Colfax, Colfax Downtown Association, and Colfax Chamber of Commerce. On May 5, 2025, the City Council committed to contribute \$5,000 toward this service to provide access to a matching funding commitment of up to \$5,000 from Avista Corporation. Staff has prepared a services agreement with COAST to document the services the City would receive in exchange for the \$5,000 financial commitment.

PROPOSED ACTIONS: Recommend approval of the services agreement with the Council on Aging & Human Services (dba COAST), or provide staff further direction.

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.

Public Works / Finance Committee



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, May 12, 2025

4:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 4:00 p.m.

PRESENT: Hailey Lewis, Sandra Kelly, Julia Parker

OTHERS: Mayor Art Bettge, Bryce, Drew Davis (4:24)

STAFF: Bill Belknap, Laurie M. Hopkins, Brian Nickerson, Tyler Palmer, Steve Schulte, Kyle Steele, Ty Thompson, Amanda Argona, Mike Ray, Cody Riddler, Scott Bontrager, Betsy Rawls, Luke Hajda

REGULAR AGENDA

1. Approval of Public Works/Finance Committee April 14, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Disbursement Report April 2025 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending April 2025.

ACTION: Accept the Disbursements Report for the month of April 2025.

Decker said the largest expense was payroll and had many other expenditures including payments regarding U of I street maintenance, water/sewer comprehensive plans; city shop project, fleet replacement, Public Avenue project, radio system, Whitcom, and the DEQ loan.

3. Resolution for the Destruction of City Records (ACTION ITEM) - 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 their current records 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.

PROPOSED ACTIONS: Recommend approval of the resolution for destruction of City records, or provide staff further direction.

Hopkins introduced the item as written above. Having no questions the Committee recommended approval and that it be placed on the Council consent agenda.

4. Camp Moscowanna Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting Camp Moscowanna on Saturday, June 14th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This summer camp-themed event is designed to evoke the nostalgia of family-friendly gatherings and will feature: up to eight retail and/or street game vendors, up to eight food vendors, and up to ten beer/wine vendors. The event has been reviewed and approved by staff as of March 27, 2025. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Camp

Moscowanna is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution has been prepared for the Council's consideration.

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

Argona introduced the item as written above. The beginning time has been changed to 2:00 pm due to Farmers Market. This is the 4th year for this event and there have been no complaints regarding this event. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Moscow Rugby Block Party Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

Moscow Rugby is hosting an End-of-Season block party for its club on Saturday, May 31st, from 5 pm to 8 pm on Second Street between the alley and Washington Street. Moscow Rugby is working with one licensed alcohol provider for the block party. The event has been reviewed and approved by staff as of April 8, 2025. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscow Rugby is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution has been prepared for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscow Rugby End-of-Season block party for the duration of the event; or provide staff with further direction.

Argona introduced the item as written above. This is not their first event in the entertainment district but the first to include alcohol. Only approximately 3/4 of a block on 2nd Street will be used. They are working with Slice where wrist bands and serving will be done within the business. The Committee recommended approval and that it be placed on the Council consent agenda.

6. Lot Line Adjustment for 415 Ryan Lane and 2524 Itani Drive (ACTION ITEM) - Mike Ray

The applicants, Rafik Itani and Jesse Flowers, are requesting a lot line adjustment between two properties located at 415 Ryan Lane and 2524 Itani Drive. The proposed lot line adjustment would increase the lot addressed as 2524 Itani Drive from 11,969 sf to 12,218 sf and decrease the lot addressed 415 Ryan Lane from 8,920 sf to 8,670 sf. The applicants are requesting the lot line adjustment to resolve the encroachment of an existing fence belonging to the property owner at 2524 Itani Drive. A single-family dwelling is constructed upon the property at 2524 Itani Drive and a building permit for a single-family dwelling has been applied for on 415 Ryan Lane. The subject properties are located within the Moderate Density, Single Family Residential (R-2) Zoning District which requires a minimum lot area of 7,000 sf and a minimum lot width of 60 feet. The proposed lot line adjustment meets all zoning code requirements including building setbacks.

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

Ray introduced the item as written above. A survey is not a requirement of a fence permit. It is up to the property owner to know where the property line is. If it is not in the correct location, it becomes a civil matter. The Committee recommended approval and that it be placed on the Council consent agenda.

7. Agreement for Construction Engineering and Inspection - Public Avenue Project (ACTION ITEM) - Scott Bontrager

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project for FY2025 to improve a segment of Public Avenue from Polk St to Lincoln St. The construction contract for the project was awarded by the Idaho Transportation Board in April to Knife River Corporation– Mountain West, in the amount of \$1,814,999.99. A request for qualifications was issued by ITD for construction engineering and inspection on January 13th, 2025, and two qualified engineering firms responded by the January 30th deadline. A five-person panel (two LHTAC engineers and three City Staff) independently rated the statement of qualifications, and a consensus was reached on the selection of HMH Engineering, LLC. The professional services agreement between the City of Moscow and HMH Engineering was negotiated on Monday, April 7th, 2025, in the amount of \$238,002.00. This amount equates to 13.1% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project of this complexity. The agreement has been reviewed and approved by the City Legal Department.

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with HMH Engineering LLC.; or provide staff further direction.

Bontrager introduced the item as written above. HMH was also the designer on the project. Staff explained the process with LHTAC. Because we are the project sponsor, they would like us to approve the agreement. It's an unusual three-party agreement. The Committee recommended approval and that it be placed on the Council consent agenda.

8. Approval of EMS Study Professional Service Agreement with Matrix Consulting Group (ACTION ITEM) - Brian Nickerson Fire Chief

Attached for approval is an agreement with Matrix Consulting Group to conduct an EMS study in collaboration with other EMS agencies within Latah County. The purpose of the study is to assess long-term sustainability and develop strategic recommendations for the future. A committee comprised of representatives from the City of Moscow and other Latah County EMS agencies was formed to evaluate ten submissions for this project. Upon completion of the review process, Matrix Consulting Group was selected as the vendor to lead the study. The study is anticipated to be completed at the end of the year.

PROPOSED ACTIONS: Recommend approval of EMS Study professional services agreement with Matrix Consulting Group or provide staff further direction.

Nickerson introduced the item as written above. The agreement was negotiated with a reduction of cost. Potlatch, Genesee, Troy, Deary are included. Juliaetta and Kendrick are included but not everyone is required to participate. The City budgeted \$50,000 and the volunteers contributed \$20,000. The county commissioners were informed about the study and staff will keep them updated. They provide \$30,000 to the volunteers but did not seem inclined to contribute to this study. Staff want them to be participants in the planning process because if there is a consideration of an ambulance district, it would be created by the county, not the city. The Committee recommended approval and that it be placed on the Council regular agenda.

9. Stormwater Code Amendments and Standards Adoption (ACTION ITEM)- Ty Thompson

The City of Moscow has been issued a National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit by the United States Environmental Protection Agency, which is administered by the Idaho Department of Environmental Quality. To comply with the MS4 Permit, the City must maintain relevant ordinances and/or regulatory mechanisms to control surface water runoff and pollutant discharges into and from its MS4. Additionally, to comply with the Permit, the City must develop, implement, and maintain written escalating enforcement response policies (ERPs) that address noncompliance with stormwater regulations, and must maintain written specifications that address the proper installation and

maintenance of Best Management Practices (BMPs) during and after construction activities.

The current City Code related to stormwater is found in several separate chapters and is insufficient to meet all requirements of the MS4 Permit. The attached proposed Ordinance repeals relevant City Code sections and creates a new chapter, Title 5, Ch. 15 – Stormwater Regulations, which fills any regulatory gaps and brings all stormwater regulations into one City Code chapter. The attached proposed Resolution authorizes the implementation of three required stormwater ERPs and adopts the City of Moscow Stormwater Best Management Practices Handbook as the specifications for pre- and post-construction BMPs.

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance and Resolution, or provide staff further direction.

Thompson introduced the item as written above. The permit contains specific legal requirements the City must meet including maintaining adequate legal authority, enforcement response policies, and written standards for Best Management Practices. The stormwater regulations are currently found in multiple city codes and this ordinance will bring them all together. The enforcement response policies lay out a detailed description of what the city's potential response will be for violations. Three are required: Illicit Discharge Detection and Elimination, Permanent Stormwater Controls Management, Construction Site Runoff Controls. Marques Miller, inspector in the Environmental Services Division knows the handbook well and interacts with the designers and contractors. Staff have been working with the contractors since 2022. Most effort is education and outreach with construction so Staff can help them help us be in compliance. EPA required a permit for the stormwater system and these changes are a continuation of meeting the obligation. The Committee recommended approval and that it be placed on the Council regular agenda.

10. Master Agreement for Services with the University of Idaho (ACTION ITEM) - Bill Belknap

The City of Moscow provides the University of Idaho with various public safety services under an existing Master Services Agreement that will expire on September 30th of this year. The City and University have negotiated an updated agreement to continue to provide these services, which includes more detailed and updated service descriptions, an updated annual fee and annual fee escalator, and a three-year term with the option to renew for one additional three-year term. The proposed agreement has been approved by the University and is now before the Council for review and approval.

PROPOSED ACTIONS: Recommend approval of the Master Agreement for Services, or provide staff further direction.

Belknap introduced the item as written above. The command staff have been working with the University to fine tune and improve plans for future events. The prior agreement was a five-year term with an option for a five-year extension. The university wanted to change and refine some of the language thus this is a new agreement. Lewis inquired on the 2% escalation. Belknap said they had a good positive productive conversation. The prior escalator was 1% for first year, 2% for second year, then 3% for the rest of the years. Law enforcement is becoming a costly operation for all cities and counties. This got our staffing level where it should be and staff felt good about the agreement. It is more specific, has clarity in staffing for events and athletic events, and provides better clarity with the Clary Act reporting. The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting closed at 4:45 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 9, 2025



AGENDA ITEM TITLE

Disbursement Report May 2025 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending May 31st, 2025. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$3,639,915.67.

Payroll	\$1,870,392.00
Professional Services	\$64,096.00
Sanitation	\$379,809.00
Capital Outlay	\$92,217.00
Capital Outlay - Improvement	\$362,534.00
Capital Outlay - Vehicles	\$63,101.00
Capital Outlay - Buildings	\$225,797.00
Supplies	\$269,696.00
Utilities	\$79,769.00
Contractual Payments	\$60,274.00
ACH Wells Fargo	\$57,319.00
Total	\$3,525,004.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of May 2025.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of May 2025.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. May Revenue Report 2025

2. Cash & Investments Balances - May 2025
3. Disbursement Report - May 2025
4. Major Expenditures Report May 2025

RECEIPTS REPORT FOR MAY 2025

FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	31,728.63	124,035.42	93,024.07	0.00	144,421.22	15,729.18	308,003.61	27,592.85	0.00	5,633.60	750,168.58
105	STREETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	399.80	0.00	0.00	399.80
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	71,522.34	0.00	0.00	341.46	0.00	0.00	71,888.80
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	9,068.75	0.00	0.00	0.00	0.00	0.00	0.00	9,068.75
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	9,565.45	0.00	0.00	0.00	0.00	0.00	9,565.45
220	WATER	0.00	0.00	0.00	0.00	625,008.37	0.00	1,822.39	0.00	0.00	0.00	626,830.76
230	SEWER	0.00	0.00	0.00	0.00	695,293.12	0.00	1,663.07	161.14	0.00	0.00	697,117.33
235	STORMWATER	0.00	0.00	0.00	0.00	49,205.07	0.00	0.00	0.00	0.00	0.00	49,205.07
240	SANITATION	0.00	0.00	0.00	0.00	518,152.88	0.00	0.00	0.00	0.00	0.00	518,152.88
290	FLEET	0.00	0.00	0.00	0.00	80,122.04	0.00	0.00	0.00	0.00	0.00	80,122.04
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,456.59	0.00	0.00	0.00	0.00	0.00	139,456.59
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	3,600.00	0.00	0.00	0.00	26,810.02	0.00	0.00	0.00	30,410.02
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,702.50	0.00	0.00	0.00	2,702.50
590	BOND & INTEREST	4,320.85	0.00	0.00	0.00	0.00	0.00	2,149.21	0.00	0.00	0.00	6,470.06
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		36,049.48	124,035.42	96,649.07	9,068.75	2,332,747.08	15,729.18	343,150.80	28,495.25	0.00	5,633.60	2,991,558.63

City of Moscow
Cash and Investments
Balances as of 5/31/2025

Fund	Year to Date Balance
General Fund	\$ 5,252,978.87
Street Fund	\$ 2,118,610.58
Recreation & Culture	\$ 1,824,817.05
MSDCP	\$ 138,519.30
1912 Fund	\$ 39,092.24
Transit Center	\$ 39,309.09
Water Fund	\$ 3,096,301.84
Sewer Fund	\$ 3,983,622.55
Stormwater Fund	\$ 521,811.67
Sanitation Fund	\$ 2,494,592.71
Fleet Fund	\$ 6,087,726.68
Information Systems	\$ 2,900,401.26
Water Capital	\$ 8,290,392.06
Sewer Capital	\$ 24,953,071.26
Stormwater Capital	\$ 248,904.70
Capital Projects	\$ 17,631,553.77
Sanitation Capital	\$ 10,887,472.35
LID Construction	\$ 220.21
Hamilton	\$ 795,230.02
Bond & Interest	\$ 1,092,032.62
LID Funds	\$ 11,870.47
Payroll Service	\$ 1,144,293.92
Total Cash & Investments	\$ 93,552,825.22

DISBURSEMENTS REPORT FOR MAY 2025

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
		5/7/2025	5/14/2025	5/21/2025	5/28/2025	5/15/2025 5/27/2025	5/14/2025		5/2/2025	5/16/2025	5/30/2025	
BATCH #		AP 5.7.2025	AP 5.14.2025	AP 5.21.2025	AP 5.28.2025	AP 5.2.2025 AP 5.16.2025	AP 5.14.2025		PR 137 & 138	PR 139 & 140	PR 141 & 142	
CHECK #'s		112623-112698	112699-112790	112791-112845	112846-112902	May's CC ACH's	May's ACH's		21654-21655	21658-21659	21660-21661	
Fund #	ACH for Wells Fargo to be Imported					16,564.89						
101	GENERAL	18,051.77	23,000.38	42,004.54	11,250.03	16,395.83			360,188.43	409,088.61	318,350.12	1,198,329.71
105	STREETS	209.94	24,428.39	3,140.39	1,124.65	129.94			31,220.46	31,789.53	26,923.81	118,967.11
120	RECREATION AND CULTURE	13,744.50	27,696.81	15,368.78	868.44	5,047.09			61,418.47	62,069.11	65,379.76	251,592.96
121	MSD COMM. PLAY FIELDS	686.63	265.36	2,047.60					2,107.39	3,710.76	2,734.28	11,552.02
123	1912 CENTER				10,750.00							10,750.00
128	TRANSIT CENTER	2,364.36	3,075.38									5,439.74
220	WATER	60,680.06	54,495.72	4,951.17	38,465.16	2,388.99			50,463.44	55,634.33	48,081.07	315,159.94
230	SEWER	165,904.51	35,148.49	13,236.56	15,682.16	2,763.03	21,488.37		55,705.63	57,768.17	48,115.43	415,812.35
235	STORMWATER	1,229.45	492.28	349.34	238.99				18,012.31	18,752.59	16,690.39	55,765.35
240	SANITATION	143,583.67	130.82			507.58	216,725.49		8,625.29	8,791.08	7,563.32	385,949.98
290	FLEET	9,540.63	43,863.87	68,022.49	7,613.64	552.81			13,767.26	14,141.61	12,333.83	169,836.14
295	INFORMATION SYSTEMS	6,480.01	8,025.00	5,453.71		12,968.74			28,546.93	17,667.86	14,750.87	93,893.12
320	WATER CAPITAL PROJECTS	12,147.88	209,323.80									221,471.68
330	SEWER CAPITAL PROJECTS	14,586.49	105,868.78	21,771.65								142,226.92
335	STORWATER CAPITAL PROJECTS		40,444.42									40,444.42
340	SANITATION CAPITAL PROJECTS											0.00
350	CAPITAL PROJECTS	199,062.73			3,661.50							202,724.23
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	648,272.63	576,259.50	176,346.23	89,677.30	57,318.90	238,213.86	0.00	630,055.61	679,413.65	560,922.88	3,639,915.67

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 9, 2025



AGENDA ITEM TITLE

Leading Idaho Bridge Program - Grant Award Agreement (ACTION ITEM) - Alisa Anderson / Scott Bontrager

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

In 2022, Idaho Senate Bill 1359 authorized \$200 million in one-time funding for the repair or replacement of bridges greater than 20' in length under the Leading Idaho Local Bridge Grant program with no maximum grant request amount and no local match requirement. Based on bridge inspections reports performed by the Idaho Transportation Department (ITD), the eligible bridges must be in poor condition or be posted for load weight limits to qualify. The Local Highway Technical Assistance Committee (LHTAC) manages the program on behalf of ITD by working with design firms and contracting directly with construction companies.

The only qualifying bridge in the city limits in 2022 was the Sand Road Bridge, built in 1971 over the South Fork of the Palouse River, which is a 51-foot-long bridge posted with load restrictions. The bridge was recommended for replacement, and Staff submitted a grant request for this project in June 2022 (an excerpt of this application is attached to this report). Moscow was notified in early 2024 that the bridge replacement request had been approved for funding. The attached award Agreement was sent to an incorrect email and only received by staff. The project is scheduled for design in 2025 and construction in 2026 and will be fully funded, with no City match, by this award. A Resolution is also attached to this report included with Attachment A LHTAC/Local Agreement.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval to accept the award for replacement of the Sand Road Bridge by executing the LHTAC/Local Agreement Leading Idaho Bridge Program, and the corresponding Resolution, or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval to accept the award for replacement of the Sand Road Bridge by executing the LHTAC/Local Agreement Leading Idaho Bridge Program, and the corresponding Resolution.

OTHER RESOURCES

N/A

FISCAL IMPACT

None.

PERSONNEL IMPACT

Grants and Engineering Divisions

ATTACHMENTS

1. LILB Sand RB App Excerpt
2. Resolution 2025 - Approve Agreement for Sand Bridge Replacement with LHTAC_final with attachment

Leading Idaho Local Bridge Program Application – Fiscal Year 2022

1. Contact Information

Name of Local Highway Jurisdiction City of Moscow	Primary Contact Person Nate Suhr, Staff Engineer
Email Address nsuhr@ci.moscow.id.us	Phone Number 208-883-7029
Mailing Address 504 S. Washington Street PO BOX 9203	City, State, ZIP Moscow, Idaho 83843

2. Bridge Information

How to find bridge information:

You can search for LILB-eligible bridges at gis.lhtac.org/eligible_bridges/.

Click the "Click to Pan" button at the top left of the map. Zoom and pan to any bridge. When you have isolated the correct bridge, click the "Click to Select" tool. Click and drag over the triangle symbol to select the bridge. When selected, the relevant bridge information will appear at the bottom of the screen.

Bridge Key Number 29520	
Route (Carrying) Dist. 2, Sand Road, S.FK. Palouse River, Moscow	Route, river or railroad bridge crosses Structure Name: X9944290 1.25 Admin. Jurisdiction 5725

Does this bridge have a design that is at least 50% complete? If yes, LHTAC may request plan sheets at a later date.

NOTE: this question is not graded and will not effect the total score of the application.

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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3. Right-of-Way

This is worth 5% of the application score. Significant ROW acquisition may impact prioritization for funding.

Does your jurisdiction own or control all right-of-way for this bridge?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Unsure	<input type="checkbox"/>
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4. Short Answer

Please provide four short answers that demonstrate the importance of this bridge. There are three specific areas of focus: safety, mobility, and economic benefit. A fourth short answer section may include additional information not captured in the first three answers. Each answer is limited to 100 words.

Examples: Specific business, services, annual events, seasonal access, neighborhood connectivity, safety benefits, fiscal impact, or other activity that is vital to your jurisdiction.

Each answer is worth up to 5% of the total application score:

0-1: Blank, irrelevant, or non-impactful information

2-3: Demonstrates minor importance of the bridge

4-5: Demonstrates the significant importance of the bridge

Short Answer #1: Safety

Sand Road bridge is located on a lightly traveled route with 400-500 ADT. However, new developments under construction on this route include Schweitzer Engineering Laboratories' (SEL) 160,000 SF manufacturing facility is located to the southwest on a 150-acre property. Additionally, phase one of a 500-unit affordable housing development with 103 units starting construction in 2022 is located adjacent to the bridge. Both new projects are on the Sand Road bridge route and are anticipated to generate 1,000+ new trips. The increased traffic from these projects makes the replacement of the hazardous load-limited bridge without pedestrian facilities a very high priority.

Short Answer #2: Mobility

Sand Road is a key east/west connection, not easily replicated for residents traveling southwest to Moscow from surrounding small towns and rural agricultural routes. The current bridge is very narrow with two 12' lanes and no shoulder or walking/biking access. If the bridge was damaged and closed; a detour route would be 15-miles on unpaved rural roads. The proposed new bridge includes bike lanes/sidewalk on both sides connecting to planned frontage improvements to provide safe accessible access to healthcare/social service facilities and low-income neighborhoods. Future development on adjacent City property includes new multiuse playfields which will require walking/biking access.

Short Answer #3 Economic Benefit

Moscow's economic growth is expanding south to include the new SEL facility opening late 2022 which is projected to create 50 high-tech jobs and Sand Road is a direct east/west route to/from SEL's Pullman campus. The new Hwy 95 realignment will connect to Moscow's south entrance providing access to expanding industrial/service industry businesses. The main intersection of this growing area is Hwy. 95 and Palouse River Drive traveling west which turns into Sand Road. Agricultural vendors traveling from western areas of the Palouse use Sand Road as a farm-to-market route on Saturday's to sell at the Moscow's Farmers Market.

Short Answer #4: Additional information you would like to include

The replacement of Sand Road bridge will provide engineers an opportunity to make needed adjustments to the bridge elevation. An increased bridge height will improve hydraulic conductivity and prevent debris buildup and overflows caused by more frequent high-water events. While no accidents are listed in the five-year LHTAC database; the bridge itself shows the impacts of several crashes including one that necessitated replacement of the guardrail as shown in the photos in Appendix A. Lastly, replacing the existing bridge with a wider structure will reduce the likelihood of a fatal or injury crashes on the bridge by 92%.

RESOLUTION 2025-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR REPAIRING OR REPLACING BRIDGE KN29520; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City fulfilled the requirements to apply to the Local Highway Technical Assistance Council (hereinafter “LHTAC”) for Bridge KN29520 (commonly known as Sand Road Bridge) to be replaced in 2022 and a Memorandum of Understanding with the LHTAC was approved by Resolution 2022-15 and signed by the Mayor on June 6, 2022; and

WHEREAS, CITY submitted an application to the LHTAC asking for Bridge KN29520 to be replaced; and

WHEREAS, LHTAC has determined that Bridge KN29520 meets the Leading Idaho Local Bridge program requirements to be replaced; and

WHEREAS, LHTAC requires the City to accept and sign the LHTAC/Local Agreement Leading Idaho Bridge Program Bridge KN29520, LILB# 2.6.1 City of Moscow (hereinafter “Agreement”) in order for Bridge KN29520 to be replaced by the Leading Idaho Local Bridge program;

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

1. That the City of Moscow shall accept and approve the LHTAC/Local Agreement Leading Idaho Bridge Program for Bridge KN29520, LILB# 2.6.1 City of Moscow, attached hereto as Attachment “A” and incorporated herein by this reference.
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 impress the official seal of the City of Moscow on the aforesaid Agreement.
3. That the provisions of this Resolution and Attachment “A” shall be deemed severable and the invalidity of any provisions of this Resolution shall not affect the validity of the remaining provisions.
4. 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

Drew Davis

Julia Parker

Sandra Kelly

Bryce Blankenship

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2025.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, Idaho held on _____, 2025 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Attachment "A"

LHTAC/LOCAL AGREEMENT
LEADING IDAHO BRIDGE PROGRAM
BRIDGE KN29520
LILB# 2.6.1 CITY OF MOSCOW

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and CITY OF MOSCOW, acting by and through its Commission or Council (Sponsor).

PURPOSE

LHTAC is administering the Leading Idaho Local Bridge (LILB) program funded with state funds authorized by the Idaho Legislature through Senate Bill 1359 (2022). This program is intended to serve the Local Highway Jurisdictions with the repair or replacement of bridges (greater than 20-foot span) that are in poor condition and/or have a load restriction. The Sponsor has requested their Bridge KN29520 be repaired or replaced through this Project.

Authority for this Agreement is established by Title 40-719 of Idaho Code under the Strategic Initiatives Program.

The Parties agree as follows:

SECTION I. GENERAL

1. This agreement applies only to Bridge KN29520.
2. Projects funded in the LILB program do not require any upfront costs or match from the Sponsor.
3. Under the LILB program, LHTAC will administer the project, serve as the lead agency and the Sponsor will contribute as outlined in this agreement.
4. The funds for the LILB program are available immediately and the PROJECT may commence upon execution of this agreement.
5. A project detail form that includes an estimated budget, schedule and agreed upon local sponsor contributions is outlined in Attachment A.
6. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no

way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

SECTION II. LHTAC shall:

1. Administer the development of the project through LHTAC staff or contracted resources.
2. Administer the construction of the project, including the bidding of the project through LHTAC staff or contractor resources.
3. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
4. Administer contracts with engineering and/or construction contractors and any associated sub-contractor providing services for Bridge KN29520.
5. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated without LHTAC approved cause prior to completion.

SECTION III. Sponsor shall:

1. Permit LHTAC and LHTAC's contractors to conduct highway and bridge design and construction activities such as, but not limited to: data collection, survey, design, repair or replacement for Bridge KN29520 within the public Right-of-Way required by such activities.
2. Sponsor warrants that it will repay any state funds on this project if Project is terminated 30 days after the delivery of Type, Size and Location specifications and prior to completion.
3. Pay for any additional activities not provided by LHTAC or LHTAC's contractors.
4. Pay additional costs for the inclusion of any design features not included in LHTAC's proposed Type, Size and Location specifications, such as, but not limited to: increased width, lighting or aesthetics.
5. Engage in the optional activities documented in Attachment A (if applicable)

6. Upon completion of the project, maintain Bridge KN29520 in a manner necessary for safe utilization.

SECTION IV. EXECUTION

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

SECTION V. PERIOD OF APLICABILITY

This agreement becomes effective upon the signature of both parties. Both parties shall be delivered an electronic executed copy of this agreement within five (5) business days from execution and shall be in effect until the completion and closeout of the PROJECT or until cancelled through terms outlined in this agreement.

SECTION VI. TERMINATION

1. This agreement may be terminated with the mutual written consent of LHTAC and the Sponsor. Upon cancelling LHTAC will inform the Sponsor of any repayment of state funds owed, if applicable.
2. LHTAC may terminate this agreement if the Sponsor is in material noncompliance with program requirements.

CITY OF MOSCOW

LHTAC

DESIGNATED OFFICAL (PRINT)

Laila Kral, PE

SIGNATURE

SIGNATURE

TITLE

Administrator
TITLE

Attest

Attachment A

Leading Idaho Local Bridge Program Project Detail Sheet

Bridge KN: KN29520

Carries: STC7684;SAND ROAD

Crosses: S.FK.PALOUSE RIVER

Jurisdiction: CITY OF MOSCOW

Project Proposal: Replace Bridge KN29520 per the design development by the engineering firm selected by LHTAC and constructed by the contractor award through the solicitation advertised by LHTAC.

LHTAC and the Sponsor have agreed for the Sponsor to participate in the project development and construction with the following activities:

- Attend status, design review, and construction meetings.
- Review and accept reports and/or plans.
- If needed, assist coordination with utilities.
- If Right-of-way is needed the local sponsor will need to assist in coordination with property owners and acquire Right-of-way with reimbursement from LHTAC

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 9, 2025



AGENDA ITEM TITLE

Idaho Fire Fighter License Plate Grant Program (ACTION ITEM) - Alisa Anderson / Dan Ellinwood

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Dan Ellinwood

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Idaho Fire Chief's Association (IFCA) sponsors the 2025 Idaho Fire Fighter License Plate (FFLP) grant program on an annual basis. Grant requests must comply with the legislated guidelines to be used "exclusively for fire safety education" of firefighters, fire chiefs, and the public. Grants are generally capped at a maximum possible award of \$2,500 to \$3,500. The Moscow Volunteer Fire Department (MVFD) offers many training and educational opportunities for our community, prospective volunteers and current volunteers throughout the year.

The MVFD is requesting funding to purchase Realistic Rescue Manikins for training purposes. These rescue manikins can withstand intense training scenarios and are easy to interact with. They are built from tough materials and can handle the roughest training scenarios. Their crush-resistant materials come with a uni-shell covering, flexible design, and uniform weight distribution to give the manikin a realistic feel. To ensure structural integrity, packets are sewn in place and are held in place with polypropylene webbing. The manikins also have anatomically correct weight distribution to give the "feel" of a real live person and can survive a 2-3-story drop without damage. The polyester material is waterproof, making the manikin suitable for training in wet or dry conditions and can be easily cleaned and dried. These combined features allow for the simulation of a variety of training scenarios.

The MVFD is requesting to submit a grant request to purchase two (2) (100 and 175 pound) CPR Savers & First Aid Supply SandManikin Realistic Rescue Training manikins. The total grant request will not exceed \$1,900.00. The grant application is due June 27, 2025. No match is required for this request.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval for the MVFD to submit a grant application to the 2025 Idaho Fire Fighter License Plate grant program in an amount not to exceed \$1,900 for the purchase of two Realistic Rescue Manikins for training purposes or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval for the MVFD to submit a grant application to the 2025 Idaho Fire Fighter License Plate grant program in an amount not to exceed \$1,900 for the purchase of two Realistic Rescue Manikins for training purposes.

OTHER RESOURCES

N/A

FISCAL IMPACT

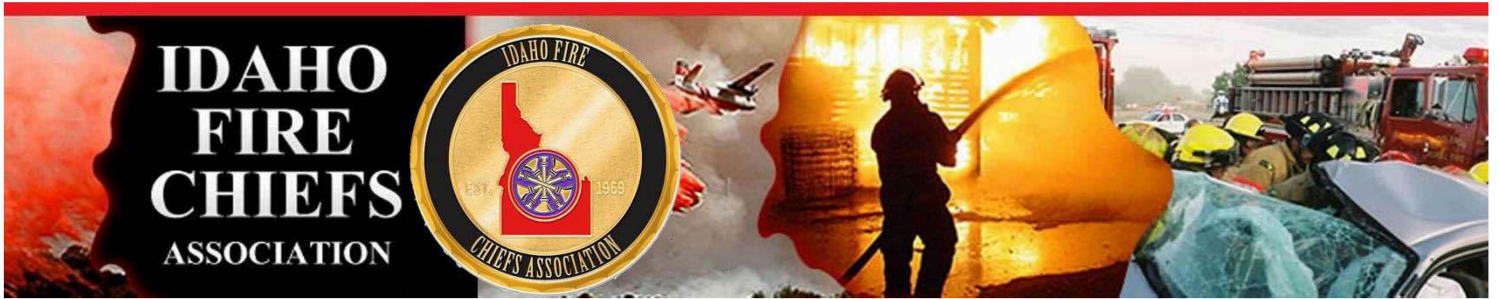
No match required.

PERSONNEL IMPACT

Finance, Fire and Grants Division

ATTACHMENTS

1. 2025 Idaho Fire Fighter's License Plate Fund
2. SaniManikin



Click icon for Profile Link and Login

2025 Idaho Fire Fighter's License Plate Fund GRANT INFORMATION

Note: Please read ALL of the grant application instructions carefully. Follow the instructions. Complete the application form completely. Grant applications have been rejected for failure to follow the instructions. Thanks!

[Complete the 2025 Grant Application Online>>](#) (please read the instructions below before completing!)

Dear Grant Applicant,

The Idaho Fire Chief's Association (IFCA) announces the 2025 Fire Fighter License Plate (FFLP) grant program. These grants are awarded annually from available funds received through the Idaho Fire Fighter's License Plate (FFLP) Fund program. Grant applications are reviewed by the FFLP Grant Review Committee. The Committee carefully evaluates all applications and establishes the grant amounts. 2025 marks the 25th year of this highly successful program. Nearly \$1 Million in grants have been awarded for fire safety education programs across Idaho since the program began!

Grant application forms for 2025 must be received no later than Friday, June 27, 2025!

The 2025 FFLP grant awards will be announced and distributed in August. Please plan accordingly if this time factor might affect use of anticipated funding or procurement.

Up to **75%** of the available grant fund balance that has accrued as of July 1st 2025 will be awarded. It is estimated there will be about \$75,000 available for grant awards in 2025.

IMPORTANT: Grant requests must comply with the legislated guidelines to be used "exclusively for the **fire safety education** of firefighters, fire chiefs, and the general public." Each year some grant applications are rejected because they are more operationally, equipment or training oriented.

Allowable Grant Item Categories

The following types of requests are considered allowable by the committee under the guidelines of the program:

1. All items allowable for “firefighters and fire chiefs” also include EMS professionals/paramedics and EMS Chiefs. The terms are inclusive of both Fire & EMS.
2. Printed brochures, stickers, handouts and related items for schools, family or community distribution and events are allowed. Fulfillment requests for out-of-state events will not be accepted.
3. Training manikins for CPR training, Firefighter rescue training, and EMS training are allowable items.
4. Physical components of a training prop to be used for firefighter training are allowable uses.
5. Funds for training audio visual equipment or packages are allowed, including Television/Monitors, Screens, Projectors, Laptops and inclusive packages, or intra-agency inter-station communications. Furnishings for training rooms will not be allowed.
6. Funding for group education training – At conferences or other similar group events, for speaker expenses or venue rental, food and beverage expenses are not allowable uses.
7. Because health and wellness are essential for fire safety, individual health and wellness assessments coupled with group health and wellness education are allowable for awards. **These assessments must be combined with group education by a licensed professional to be approved.**
8. No funds may be awarded for equipment such as Fire Extinguishers, Smoke, Carbon Monoxide, or Combustible Gas Detectors, unless they are used for education.
9. There will be a maximum award approved each year by the committee based on funds available.
10. Grantees that do not submit a close-out report by the deadline requested may be refused future awards.

Rules and Guidelines for Grant Applications:

1. An organization, agency, or group may only submit **one (1) grant application each year**. For fire departments with “joint duties” (a municipal and rural district) with more than one Idaho FDID number registered with the State Fire Marshal’s IFIRS program , *only one grant application per FDID number may be submitted*. Your **FDID number must be provided** if you are a fire department applicant. Grant requests from a fire department must have that **agency’s head person (Chief, Director, Chairman, etc.) sign digitally by including their name** in the space provided on the application form. Agencies providing EMS and fire functions can only apply once, even if they are considered separate for federal, state, or local registrations or licensing entities.
2. Associations or organizations may submit only one (1) grant application for the parent organization. However, sub-groups within the larger association, such as Chapters, Locals, Divisions, etc., may also submit one application per each sub-group. Individuals and non-fire groups are only allowed to submit a single application.

3. Any and all **surplus or unexpended grant funds MUST be returned to the IFCA**. Failure to do so will result in the loss of consideration for additional grants for a period of five years from the year of the initial grant. In special circumstances, the FFLP Committee may extend a grant usage period if asked to do so in writing by the grant recipient, and there are extenuating circumstances
4. Failure to submit the required **"closing report"** by the end of the grant usage period will result in the loss of consideration for additional grants for a period of five years from the year of the initial grant. **NEW: Grant checks not cashed within 60 days of check issuance will be canceled.**
5. All applicants must enter their **Federal Tax ID number** (if they have one) or the Applicant's SSN in the space provided on the application form. (This information will be kept strictly confidential and is for IFCA accountant information purposes only.)
6. Grant awards for commonly requested electronic equipment, specifically laptop computers or LCD projectors, are typically "capped" at a set amount based on the current common price for a basic version of that equipment.
7. Grants are **generally "capped" at a maximum possible award of \$2,500-\$3,500** though a higher amount may be requested. This is to allow funding of as many grant requests as possible. There is no minimum grant amount that may be requested and no guarantee that the full requested amount will be awarded. Please contact Patty Morgan at (208) 629-4865 for more information and assistance
8. **Grant applications may only be requested for a single item or activity.** HOWEVER: Technology packages/systems that rely on one another to achieve education or training desired outcome may be presented as a single item, ie: laptop and projector. The "package/system" must still meet the same cap limits per year and cannot be stacked. is "Fire prevention handout material" would be considered a single item (brochures) but there could be a dozen or more different types of brochures.
9. **Requests for the following items are not an acceptable use of grant funds and will not be awarded:** Smoke Detectors or CO Detectors; (units may be purchased with third party funds and the educational material and training component however is acceptable); EMS equipment such as CPR Dummies; fire and EMS materials that are not intended to educate the community served or the members providing these services such as Drones; Furnishings; Administrative Costs; and Training Costs for individuals.
10. If you have a **surplus of money** from a grant, the grant recipient may contact the IFCA offices with a request to use the balance, or a portion thereof, for another "related" item if you wish to do so. Such requests must be in writing (email is acceptable) and must state the grant number, circumstances, with justification, for the re-allocation of the funds. The FFLP Committee will be consulted to review and approve such requests.
11. **No grants will be "automatically" renewable.** A new grant request is required for each grant period (annually) and a separate application must be submitted each year.

12. Grant **applicants must “justify” their request.** Don’t just list “Laptop computer”. Explain why you need the resource and what it will be used for. Please make sure that it meets the **“exclusively for the fire safety education of firefighters, fire chiefs and the general public”**. (Idaho Statute Title 49, Chapter 4 - Motor Vehicle Registration)

13. If requesting **funds for materials or equipment** (i.e., laptops, DVD’s, pamphlets, signs, costumes, etc.) you should submit a product information sheet on the product(s) with the cost of it, or, a written estimate of the total cost from the vendor for the product. If there is tax, shipping, set-up or handling costs to obtain or prep the product for use, those costs may be included in the grant request, but they must also be shown and itemized on the estimate. **Administrative costs are not eligible for funding.**

14. **All grant request amounts need to be rounded off to a whole dollar amount.**

15. From time to time a **special or urgent grant** need may arise outside of the normal application period. If you feel you qualify, you may submit a grant application form to the IFCA offices at any time with an accompanying letter of circumstances stating “why” the special request grant should be funded and the reason for the urgency. This will be forwarded to the FFLP Grant Review Committee for consideration and they will render a decision whether to fund it or not.

16. There is **no guarantee that any or all grant applications will be funded** or that applications will be “fully” funded. This means you might receive 100% funding or receive a portion of what you requested. This is fairly common. If your grant request requires 100% FFLP grant funding, then this must be checked on the grant application form in the space provided. It is highly recommended that Applicants seek out “other funds” to help support their project as this shows a shared financial commitment toward the project.

17. **If the Applicant is a past recipient of a FFLP grant you should check “Yes” on the form.** If the Applicant has never received a FFLP grant, you should check “No” on the form. *First-time grant applicants will be given a priority consideration.*

Remember, your 2025 Grant Application must be submitted electronically and received by the IFCA on or before the deadline of June 27, 2025.

For questions contact:

Idaho Fire Chief’s Association, Inc. Phone: (208) 629-4865

ATTN: Patty Morgan, Executive Director

P.O. Box 2133, Boise, ID 83701

Email: admin@idahofirechiefs.org

[Complete the 2025 Grant Application Online>>](#)

CPR Savers & First Aid Supply SandMANikin Realistic Rescue Training Manikin (100 LBS)



CPR Savers & First Aid Supply SandMANikin Realistic Rescue Training Manikin

The SandMANikin is a rescue manikin that can withstand intense training scenarios and is easy to interact with. Built from the toughest materials, the sand manikin can handle the toughest training requirements. In addition, to crush-resistant materials, the manikin comes with a uni-shell covering. The flexible design and uniform weight distribution give the manikin a realistic feel. To ensure structural integrity, the packets are sewn in place and are held in place with polypropylene webbing. The manikin also has the anatomically correct weight distribution to give the "feel" of a real live person. Furthermore, these manikins are tough and can survive a 2-3 story drop and take no damage. To make things even better, the Polyester is waterproof, making the manikin suitable for training in wet or dry conditions as it can be easily cleaned and dried. With all these features you can simulate a variety of scenarios and make sure that you are prepared for everything. And finally, to top things off this manikin is sold at an affordable price making it a worthwhile investment.



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 9, 2025



AGENDA ITEM TITLE

Second Amended Professional Services Agreement-Moscow City Shop (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

In April 2024, the City entered into a professional services agreement with Lombard Conrad Architects (LCA) for \$320,610 in design services associated with the construction of a new City shop building. Services included in the original agreement were the preparation of construction drawings and specifications, bidding assistance, project inspections, and closeout, all associated with the new building. The agreement was subsequently modified to incorporate additional services that included survey work, landscape design, and changes to the heating and cooling system. It also included a fee for designing a new cladding system for the wall and roof of the existing shop building. The first amendment to the agreement represented an increased cost of \$22,631. This was approved by the City Council on November 5, 2024, and construction of the new shop building commenced earlier this year.

Interior improvements to the existing shop building have always been anticipated as part of the larger project. While the Fleet and Parks Departments will move to the new building, Streets and Stormwater will continue to occupy the existing building. To ensure they have a safe and efficient work environment, portions of the interior of the existing building need to be reconfigured to include modernized office space with basic amenities. This necessitates additional design services. LCA has proposed an additional design fee of \$70,102.00 for this work, bringing the total fee for their services on the overall project to \$413,343.00. It is anticipated that design will be complete over the course of the summer, and the tenant improvement project for the existing shop will be bid for construction later this fall. Construction would likely occur in the spring of 2026. A detailed description of the new services is included in the attached, amended professional services agreement.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the amended professional services agreement; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the amended professional services agreement for the Moscow City Shop Project.

OTHER RESOURCES

FISCAL IMPACT

Financial resources for the design and construction of the project include the General Capital, Water, and Sewer Funds, along with a portion of the City's ARPA allocation.

PERSONNEL IMPACT

ATTACHMENTS

- 1. Second Amendment Professional Services Agreement Lombard Conrad Architects-City Shop_final with attachments
- 2. Existing City Shop TI-Updated Plans 6-2-2025

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF MOSCOW, IDAHO AND
LOMBARD CONRAD ARCHITECTS FOR
THE CITY SHOP FACILITY**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY (hereinafter "Second Amendment"), is made this ____ day of _____, 2025, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Lombard Conrad Architects, Inc., 472 West Washington Street, Boise, Idaho, 83702 (hereinafter "CONSULTANT").

WHEREAS, CITY and CONSULTANT entered into the Agreement for Professional Design Services Between the City of Moscow, Idaho and Lombard Conrad Architects for the City Shop Facility (hereinafter "Agreement") on April 2, 2024, included as Attachment "1" and incorporated herein by this reference; and

WHEREAS, Section IV. Q of the Agreement authorizes modification upon written agreement of the Parties; and

WHEREAS, CITY and CONSULTANT modified the Agreement on November 13, 2024, adding additional design work as the design evolved, included as Attachment "2" and incorporated herein by this reference; and

WHEREAS, CITY and CONSULTANT have identified additional improvements needed for the existing building; and

WHEREAS, the Parties agree to expand the scope of services as detailed herein;

NOW, THEREFORE, CITY and CONSULTANT agree 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 amendments of the Agreement:

1. SECTION II: SCOPE OF WORK of the Amendment shall be amended to include the attached Additional Scope of Work set forth in Attachment "3", incorporated herein by this reference.
2. SECTION III. A. Compensation and Term of the Agreement shall be amended to modify the compensation sum in an amount not to exceed Four Hundred Thirteen Thousand, Three Hundred Forty-Three Dollars (\$413,343.00).
3. All other terms and conditions of the Agreement that are not modified by this Second Amendment shall remain in full force and effect.

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AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY (hereinafter "Agreement"), is made this 2nd day of April, 2024, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Lombard Conrad Architects, Inc., 472 W. Washington Street, Boise, Idaho, 83702 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, CITY, with power to contract for the services provided for herein, has complied with applicable provisions of law regarding retaining professional services such as those contemplated herein; and

WHEREAS, CITY intends to construct a City Shop Facility (hereinafter "PROJECT"). The PROJECT will include an approximately 20,000 square foot new building that will house fabrication and equipment servicing bays, offices, dedicated training areas, restrooms, showers, break rooms and associated mechanical / electrical rooms to support the facility; remodel and exterior restoration of an existing shop building; and site improvements, including utilities, infrastructure, parking, grading, and other associated PROJECT elements; and

WHEREAS, CITY requires the services of a duly qualified design professional to perform the services required by this Agreement. CONSULTANT represents that it is aware of City's plans with respect to the PROJECT; and

WHEREAS, CONSULTANT warrants that it is fully licensed, legally qualified, and willing to perform the services required by this Agreement; and

WHEREAS, CITY desires to engage CONSULTANT to provide industry standard services necessary to prepare the Design Development, final facility design, prepare construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation, warranty inspection, and warranty defect resolution assistance;

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

SECTION I: THE PROJECT

CONSULTANT shall provide professional design services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and

completion of architectural design services (including civil, structural, mechanical, electrical engineering, architectural, landscape, irrigation and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation and warranty inspection, and warranty defect resolution assistance (hereinafter "Services").

SECTION II: SCOPE OF WORK

CONSULTANT promises and agrees to, consistent with the standard of care as defined in Section IV. D. of this Agreement, furnish to CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to supply the professional architectural and related services necessary for the completion of the PROJECT consistent with the provisions of this Agreement. The Scope of Work for the PROJECT is set forth in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference. Subject to the standard of care all Services shall be subject to and performed in accordance with this Agreement and applicable Federal, State and Local laws, rules and regulations. All Services performed by CONSULTANT shall be subject to the sole and discretionary approval of CITY, which approval shall not be unreasonably withheld.

SECTION III: COMPENSATION

A. Compensation and Term.

For the Services performed pursuant to this Agreement, CONSULTANT shall be compensated in a sum not to exceed THREE HUNDRED TWENTY THOUSAND SIX HUNDRED AND TEN DOLLARS (\$320,610) with an additional not to exceed sum of TWENTY THOUSAND DOLLARS (\$20,000) for reimbursable expenses, as defined in the attached Exhibit "A" Section 7.C., that shall be paid as detailed in Section III.B. below. This Agreement shall be in effect until the completion of the warranty inspection and resolution of any warranty defects to the satisfaction of CITY.

B. Payment.

Payment for Services rendered by CONSULTANT shall be in accordance with the following:

1. CONSULTANT's compensation and reimbursable expenses shall be paid by CITY to CONSULTANT no more than once a month. Such periodic progress payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "A". In order to receive payment, CONSULTANT shall present to CITY an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to CONSULTANT shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "A". CITY shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

2. Records of Reimbursable Expenses shall be provided to CITY upon presentation of CONSULTANT's progress payment invoices. Payments for invoices prepared by CONSULTANT shall be due and payable net thirty (30) days by CITY.
3. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.
4. CITY may withhold payment, in whole or in part, to the extent reasonably necessary to protect CITY from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by CITY to deduct any sums from a progress payment shall not constitute a waiver of CITY's right to such sums. CITY may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by CITY, that are incurred by CITY for which CONSULTANT is liable under the Agreement or state law. Payments to CONSULTANT for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the PROJECT. Payment to the CONSULTANT shall not be withheld, postponed, or made contingent upon receipt by CITY of offsetting reimbursement or credit from parties not within CONSULTANT's reasonable control.
5. The Parties agree that CONSULTANT's compensation for Services includes all licensing fees for CITY's use of the Construction Documents, including use after termination of this Agreement.

SECTION IV: OTHER TERMS AND CONDITIONS

- A. **Independent Contractor.** CITY retains CONSULTANT on an independent contractor basis and neither CONSULTANT nor its employees or Subcontractors are an employee of CITY and are not entitled to the rights or benefits afforded to CITY's employees. Any Subcontractors performing the Services under this Agreement on behalf of CONSULTANT shall also not be employees of CITY, and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due to such Subcontractors in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting CONSULTANT, its employees and Subcontractors, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- B. **Termination of Agreement.** This Agreement may be terminated by CONSULTANT upon thirty (30) days' written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days' written notice to CONSULTANT without cause and without further liability to CONSULTANT, except as designated by this Agreement. All working documents and drawings shall become the property of, and shall be surrendered to CITY. CONSULTANT shall cease all work immediately upon receipt of notice of termination. CONSULTANT shall be paid for work

completed up to notice of termination and shall not be entitled to payment for any work performed after receipt of notice of termination, absent an express written agreement from CITY.

- C. **Data of Record.** CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including maps, surveys, borings, and other information required by CONSULTANT relating to the PROJECT. All designs, drawings, specifications, documents, and other work product prepared by CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for PROJECT and are property of CITY, which shall be delivered to CITY by CONSULTANT upon sixty (60) days after completion of PROJECT or upon termination of Agreement, contingent upon payment in full by CITY for CONSULTANT's Services provided hereunder.
- D. **Standards of Work and Standards of Care.** CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals legally qualified to perform the Services in the same discipline in the State of Idaho, and shall be fully responsible to CITY for any damages to CITY and delays to the PROJECT caused by the negligent performance of professional services by the CONSULTANT, under this agreement, specified in the indemnification provision of this Agreement. CONSULTANT shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Subject to the standard of care, unless approved by CITY, CONSULTANT shall not exceed the time limits established by the schedule, except for circumstances out of CONSULTANT's reasonable control with written approval by CITY. No other provision under this agreement shall be interpreted or construed to elevate this standard of care.
- E. **Adherence to Law Required.** Subject to the standard of care, all applicable Federal, State and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall 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 CONSULTANT, CONSULTANT's employees, or its subcontractors.
1. Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
 2. CONSULTANT 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 Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
 3. Pursuant to Idaho Code Title 18 Chapter 87, CONSULTANT certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of the Agreement, authorize the use of state facilities or public funds for abortion related activity.

F. Insurance. CONSULTANT shall not commence Services under this Agreement until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. In the event CONSULTANT fails to provide or maintain all required insurance, CITY may, in its sole discretion, obtain such insurance and deduct the amount therefor from the total compensation. CONSULTANT shall, at its sole cost and expense, secure and maintain in force, during the term of this Agreement, the following insurance:

1. Worker's compensation and employer's liability insurance as required by the State of Idaho;
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars (\$1,000,000) combined single limits;
3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CONSULTANT or of any of its employees, agents, or subcontractors, with one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate;
4. CONSULTANT shall procure and maintain professional liability insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of one million dollars (\$1,000,000). Coverage shall be in force during the term of this Agreement and for a period of at least twelve (12) months thereafter.

CONSULTANT shall furnish CITY with certificates of insurance as evidence these policies are in effect.

G. Indemnity and Hold Harmless.

1. CONSULTANT waives any and all claims and recourse against CITY including rights of contribution for loss or damage to persons or property arising from, or growing out of, or in any way connected with or incident to CONSULTANT's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents or employees.
2. CONSULTANT agrees to indemnify and hold harmless CITY and its officers, agents and employees against all losses and damages of any nature whatsoever, resulting from any injury or damages sustained by any person(s) or property to the extent resulting from any negligent act, error or omission of CONSULTANT or its agents, employees, subcontractors or consultants. CONSULTANT's obligation to indemnify and hold harmless CITY shall not be limited to the amount of insurance actually secured under this Agreement, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorney fees.
3. CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the PROJECT site unless CONSULTANT's acts or omissions introduced,

caused, or allowed said hazardous materials or toxic substances to be introduced to the PROJECT site. "Hazardous Materials" means any material that has been designated as hazardous under 49 U.S.C. Sec. 5103.

- H. **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, reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses, shall be allocated in accordance with state law, unless a court order requires a different allocation.
- I. **Jurisdiction, Venue, and Non-Waiver.** It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- J. **Successors and Assigns.** 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. However, CONSULTANT shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations without the prior written consent of CITY. Any attempted assignment without such consent shall be invalid and void.
- K. **Consultant Representative.** CONSULTANT hereby designates Matthew Geserick as CONSULTANT's project manager ("Project Manager") to manage and direct the work of CONSULTANT. The Project Manager shall represent CONSULTANT and be in attendance at all PROJECT design meetings (with limited approved exceptions); shall direct the work of CONSULTANT and its sub-consultants; and shall serve as the primary point of contact and communications for CITY. CONSULTANT shall not change the Project Manager without CITY's written consent. Such consent shall only occur upon the satisfaction of CITY that the proposed new Project Manager possesses the professional skills, experience and acumen to successfully perform the services provided for herein. Such consent shall not be unreasonably withheld or delayed.
- L. **City Representatives.** CITY shall designate a person to act as its representative for the performance of this Agreement ("CITY's Representative"). CITY's Representative shall be authorized to act as liaison between CONSULTANT and CITY in the administration of this Agreement and the Construction Documents and shall have the power to act on behalf of CITY for all purposes under this Agreement. CITY's Representative shall assist CONSULTANT in observing construction of the PROJECT and participating in the preparation of punch-list items. CITY may designate new and/or different individuals to act as CITY's Representative from time to time. CITY's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services.

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

CONSULTANT:

CITY:

Lombard Conrad Architects
Matthew Geserick
Project Manager
472 W. Washington Street
Boise, Idaho 83702

City of Moscow
Cody Riddle
Deputy City Supervisor
PO Box 9203
Moscow, Idaho 83843

- M. Conflict of Interest and Special Warranty. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in PROJECT, which would conflict in any manner or degree with the performance of its Services hereunder. CONSULTANT further covenants that, in performing this Agreement, it shall employ no person who has any such interest. CONSULTANT warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONSULTANT 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 CONSULTANT shall make this Agreement null and void.
- N. Special Provisions.
1. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by CONSULTANT, pursuant to this Agreement, shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. It is mutually understood that any alterations made to documents without CONSULTANT's direction shall void CONSULTANT's liability under this subsection.
 2. Disclosure of Materials. It is expressly understood by CITY and CONSULTANT that all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement, may be subject to disclosure under Idaho Code § 74-101, et seq, commonly known as the Public Records Act unless exempt from disclosure. CONSULTANT shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. CONSULTANT shall indemnify and defend CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for CONSULTANT's failure to designate individual documents as exempt. CONSULTANT's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by such release.
 3. Americans With Disabilities Act. CONSULTANT will use its professional efforts to interpret all applicable Federal, State and Local Laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act of 1990 ("ADA"). CONSULTANT will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

- O. **PROJECT Confidentiality.** All communications and reports for PROJECT shall be handled in a professional manner. After PROJECT, CONSULTANT shall return to CITY all documents obtained from CITY or generated during the course of this PROJECT. If CONSULTANT or CITY receives information specifically designated “confidential”, the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees; (2) those who need to know the content of such information in order to perform services solely and exclusively for the PROJECT; (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; (4) as required pursuant to Idaho Code §74-101, et seq.; or (5) as ordered by a court of competent jurisdiction. CITY herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.
- P. **Qualified Estimates of Cost.** The estimates of cost for PROJECT herein are to be prepared by CONSULTANT through exercise of CONSULTANT’s professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials or over competitive bidding procedures and market conditions. Nothing in this paragraph shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by similarly situated professional organizations. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs. If at any time CONSULTANT’s estimates of cost for the PROJECT exceeds CITY’s budget for the PROJECT, CONSULTANT shall redesign PROJECT elements to achieve cost savings, but in doing so, shall not delete any essential elements of the PROJECT. If CONSULTANT is unable to redesign the PROJECT, it shall make appropriate recommendations to CITY to adjust the PROJECT’s size, quality or budget. CITY shall consider CONSULTANT’S recommendations, but shall decide, in its discretion, how to proceed. Any schedule modification based on the need for a redesign of the PROJECT shall be mutually agreed upon by both Parties.
- Q. **Modification and Assignability of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
- R. **Records.** CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall, during normal business hours, allow a representative of CITY to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.
- S. **No Third-Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third-party except as expressly provided herein.

- T. Exhibits and Recitals. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.
- U. Severability. Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- V. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the addresses shown above, or at such other address as the respective Parties may provide in writing for this purpose.
- W. CITY's Right to Employ Other Consultants. CITY reserves the right to employ other consultants in connection with this PROJECT.
- X. Drug/Tobacco Free Facilities. All CITY facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of CITY facilities.
- Y. 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. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- Z. Appropriations and Approval. This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
- AA. Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

CONSULTANT:

Lombard Conrad Architects

By: 
 Mark Heazle

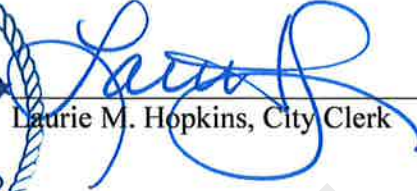
CITY:

City of Moscow

By: 
 Arthur D. Bettge, Mayor

ATTEST:




Laurie M. Hopkins, City Clerk

Approved as to Form:


Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF Idaho)
County of Ada) ss.

On this 2nd day of April, 2024, before me, a Notary Public in and for said State, appeared Mark Heazle, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Lombard Conrad Architects (CONSULTANT), with authority to bind CONSULTANT to the terms of this Agreement.


Notary Public for the State of Idaho
My commission expires January 15, 2029



Exhibit "A"
Scope of Services

SECTION 1. GENERAL SERVICES TO BE PROVIDED

- A. **GENERAL SERVICES.** CONSULTANT shall provide CITY with professional services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of professional design services (including civil, structural, mechanical, electrical, architectural, landscape architectural, irrigation, and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation, warranty review and warranty defect resolution assistance.
- B. **GENERAL PROJECT DESCRIPTION.** The PROJECT consists of a new, approximately 20,000 square foot building that will house fabrication and equipment servicing bays, offices, dedicated training areas, restrooms, showers, break rooms and associated mechanical / electrical rooms to support the facility. The building is to be designed, bid, and constructed as a pre-engineered steel structure on a cast-in-place foundation. The building is to be clad with metal wall panels, interrupted by glazed storefronts and windows at public-facing elevations. In addition, the building is to have rollup garage doors suitable for allowing irregular or large Public Works vehicles and equipment into the facility. The 8.3-acre site is non-uniform in elevation. The site design shall include accommodation for engineered earth-retention and any additional measures needed to construct the building at the desired location. The PROJECT includes site planning, including but not limited to earth moving as required, underground utilities and site infrastructure, surface water retention systems, and provision for both gravel and paved (public) parking.

SECTION 2. PREPARATION AND DESIGN PHASE

- A. **COORDINATION OF SURVEYS.** At CITY's request, CONSULTANT shall, as part of its Services, coordinate, obtain, and pay for the services of a land surveyor. Such land survey need not include any additional setting of monuments, legal descriptions or defining of land boundary. The intent of such survey is to provide a topographic base map for the PROJECT site. It is understood that independent engineers/specialists are not a part of the design team and that the design team will rely upon their expert services. In soils, foundation, groundwater and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur which could affect total PROJECT cost and/or execution. Such conditions and cost/execution effects are not the responsibility of CONSULTANT. CONSULTANT shall not be responsible for any damages arising from the services of the land surveyor.

- B. **DESIGN DEVELOPMENT.** Once CITY provides CONSULTANT with specific written approval of the Schematic Design Documents and any adjustments authorized by CITY in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the PROJECT as to architectural, site design, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, including a preliminary opinion of probable construction cost based on current area, volume or similar conceptual estimating techniques. CONSULTANT shall submit to CITY, drawings, probable construction cost estimates, and other items necessary to confirm financing for the PROJECT. CONSULTANT, at its own expense, shall provide a complete set of the Design Development Documents described herein for CITY's review and approval. CONSULTANT shall provide a written timetable for full and adequate completion of the PROJECT to CITY. CONSULTANT shall assist CITY in applying for and obtaining required approvals from all Federal, State, Regional or Local Agencies concerned with the PROJECT. CONSULTANT shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the PROJECT and to obtain final approval and acceptance by any agencies as may be required. CONSULTANT shall provide, for CITY's review and approval, a preliminary schedule of all color materials and selections of textures, finishes, fixtures and other matters involving an aesthetic decision about the PROJECT.

SECTION 3. CONSTRUCTION DOCUMENTS AND BIDDING PHASES

- A. **CONSTRUCTION DRAWINGS AND SPECIFICATIONS.** Based on CITY's written approval of Design Development Documents and any further adjustments in the scope or quality of the PROJECT or in the construction budget as authorized in writing by CITY, CONSULTANT shall prepare, for approval by CITY, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the PROJECT, which shall comply with all applicable laws, ordinances, codes, rules and regulations as of the date of issuance of such Construction Documents. The Construction Documents shall reflect all agreements between CITY and CONSULTANT related to CITY's budget constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities.
- B. **PROJECT BID ASSISTANCE.** Following CITY's approval of the Construction Documents, CONSULTANT shall assist CITY in the preparation of the necessary bidding information, bidding documents, the Conditions of the Contract for construction, and the Contract between CITY and Contractor for the Project's construction for CITY's final review, approval and use.
- C. **CONSTRUCTION COST PREPARATION.** CONSULTANT shall advise CITY of any adjustments to previous preliminary opinion of probable construction cost indicated by changes in requirements or general market conditions.
- D. **PERMITTING AND CONSTRUCTION APPROVAL.** CONSULTANT shall provide CITY with a list of all permits, approvals or other authorizations required for the PROJECT from all Federal, State or Local Governmental Bodies with approval jurisdiction over the PROJECT.

CONSULTANT shall then assist CITY in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by CITY.

- E. **CONTRACT AWARD ASSISTANCE.** CONSULTANT, following CITY approval of the Construction Documents and of the latest preliminary opinion of probable construction cost, shall assist CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

SECTION 4. CONSTRUCTION ADMINISTRATION PHASE

- A. **DURATION OF CONSTRUCTION ADMINISTRATION SERVICES.** CONSULTANT's responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the initial Contract for Construction and terminates by the earliest of either the issuance to CITY of the final Certificate for Payment or sixty (60) days after the scheduled date of Substantial Completion of the work on the PROJECT as defined by the bidding documents.
- B. Duties, responsibilities and limitations of authority of CONSULTANT under this Agreement shall not be restricted, modified or extended without written agreement of CITY and CONSULTANT.
- C. **CONSULTANT REPRESENTATION OF CITY.** CONSULTANT shall be a representative of and shall advise and consult with CITY during the administration of the Contract for Construction. CONSULTANT shall have authority to act on behalf of CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.
- D. **CONSTRUCTION OBSERVATION SERVICES.** CONSULTANT, as a representative of CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations for the following reasons: (1) to become generally familiar with and to keep CITY informed about the progress and quality of the portion of the work on the PROJECT completed; (2) to endeavor to guard CITY against defects and deficiencies in the work on the PROJECT; and (3) to determine in general if the work on the PROJECT is being performed in a manner indicating that the work on the PROJECT, when fully completed, will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work on the PROJECT. CONSULTANT shall neither have control over nor charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work on the PROJECT since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- E. **NOTICE OF DEVIATIONS OF CONTRACT DOCUMENTS.** CONSULTANT shall report to CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. CONSULTANT shall not be responsible for Contractor's failure to perform the work on the PROJECT in accordance with the requirements of the Contract Documents. CONSULTANT shall be responsible for CONSULTANT's and CONSULTANT's employees' negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of Contractor, Subcontractors, or

their agents or employees, or of any other persons or entities performing portions of the work on the PROJECT.

- F. **ACCESS TO PROJECT SITE.** CONSULTANT shall at all times have access to the work on the PROJECT wherever and whenever it is in preparation or progress.
- G. **COMMUNICATION WITH CONTRACTOR.** Except as otherwise provided in this Agreement or when direct communications have been specially authorized, CITY shall endeavor to communicate with Contractor through CONSULTANT about matters arising out of or relating to the Contract Documents. Communications by and with CONSULTANT's sub-consultants shall be through CONSULTANT.
- H. **INTERPRETATION OF CONTRACT DOCUMENTS.** CONSULTANT shall make interpretations and decisions regarding the intent of the Contract Documents. When making such interpretations and initial decisions, CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor and shall not be liable for results of interpretations or decisions so rendered in good faith.
- I. **DISPUTE RESOLUTION.** CONSULTANT shall make initial decisions on claims, disputes or other matters in question between CITY and Contractor as provided in the Contract Documents. CONSULTANT's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and after CITY's review and approval per Section 2.B of this Exhibit "A".

SECTION 5. WARRANTY INSPECTION SERVICES

CONSULTANT shall attend and participate in the Contractor Warranty inspection which shall occur approximately eleven (11) months after Substantial Completion of the PROJECT. CONSULTANT shall inspect and document any and all observed warranty defects in the PROJECT and shall assist CITY in identifying appropriate corrective actions necessary to remedy said defects. CONSULTANT shall communicate such required corrective actions to Contractor and shall inspect all corrective actions to verify remedy of all identified defects to CITY's satisfaction and shall provide CITY with documentation regarding all required corrective actions and verifying final remedy and approval of such action.

SECTION 6. SCHEDULE OF SERVICE DELIVERY

PROJECT MILESTONES. Time is of the essence for each and every provision of this Agreement. CONSULTANT understands that PROJECT funding is dependent upon the expeditious progress of the PROJECT, and that such progress is dependent upon the services to be provided by CONSULTANT and timely performance of CITY's obligations under this Agreement. CITY and CONSULTANT mutually agree upon the following milestones for the CONSULTANT's delivery of Services under this Agreement:

Professional Service Task	Date of Completion
PROJECT Program Verification	2/14/2024
Design Development (DD) Phase	4/12/2024
100% DD Presentation	4/17/2024
Construction Documents (50%)	5/10/2024
Construction Documents (90%)	5/31/2024
Construction Documents/Permit Set (100%)	6/21/2024
PROJECT Plan Review	8/9/2024
PROJECT Bid Open Date	7/12/2024
PROJECT Bid Close Date	8/9/2024

SECTION 7. COMPENSATION SUMMARY

- A. The Services fee shall cover all expenses related to all reasonably anticipated professional design services required for the development of the PROJECT including the preparation and completion of architectural design services (including civil, structural, mechanical, electrical, architectural, landscape, irrigation and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, and warranty inspection and warranty defect resolution assistance.
- B. For Services, as described in this AGREEMENT and the sections above, Total Compensation shall be based on the stipulated sum, not to exceed THREE HUNDRED TWENTY THOUSAND SIX HUNDRED AND TEN DOLLARS (\$320,610).
- C. CONSULTANT shall be entitled to reimbursement of direct expenses incurred and attributable to the PROJECT including, but not limited to, printing and production costs, and similar expenses. Requests for reimbursement shall include detailed information regarding the requested reimbursed expenses and describe under what conditions the cost was incurred, to provide CITY the ability to verify that expense is correct, eligible, and appropriate for reimbursement for the PROJECT. Such reimbursable expenses shall not exceed a total of TWENTY THOUSAND DOLLARS (\$20,000).
- D. Progress payments for Services in each Phase shall total the following percentages of the Total Compensation payable:

Design Development Phase: \$89,771 (28%)

Construction Documents Phase:	\$102,595	(32%)
Bidding or Negotiation Phase:	\$9,619	(3%)
Construction Phase:	\$102,595	(32%)
<u>Closeout</u>	<u>\$16,030</u>	<u>(5%)</u>
Total Basic Compensation:	\$320,610	(100%)

E. **COMPENSATION FOR ADDITIONAL SERVICES.** For any additional services of CONSULTANT beyond the scope of Services detailed herein, such additional services shall be provided only as authorized in writing in advance by CITY based upon the hourly rates defined below:

Principal Architect	\$195 / hour
PROJECT Architect	\$175 / hour
Interior Designer	\$130 / hour
Project Manager	\$125 / hour
Senior BIM Tech	\$115 / hour
BIM Tech	\$90 / hour
Emerging Professional	\$105 / hour
Student Intern	\$60 / hour
Clerical	\$75 / hour

The cost for additional services of consultants and/or subcontractors, including additional structural, mechanical and electrical engineering services, shall be the actual amounts billed to CONSULTANT for such services, plus a ten percent (10%) handling fee.

Exhibit "B"

LOMBARD CONRAD ARCHITECTS

3/4/2024

Cody Riddle
Deputy City Supervisor, Community Development
City of Moscow – Community Development
504 S. Washington Street
Moscow, Idaho 83843

RE: **NEW MOSCOW CITY SHOP FACILITY
PROPOSAL LETTER
L/C NO. 24000.01**

Dear Mr. Riddle,

I want to thank you for giving Lombard Conrad Architects the opportunity to provide you with a proposed scope of work and fee for architectural and engineering services for the Moscow City Shop Facility.

PROJECT DESCRIPTION

There will be minimal site improvements that include a paved concrete or asphalt apron around the building, public/staff parking to the south of the building, accommodations for stormwater management, and a site access gate. Landscaping, irrigation, and overall site paving is not included. The site design will also include site and building retaining walls directly adjacent and part of the new shop building.

The project will include the construction of a new pre-engineered metal building (PEMB) of approximately 20,000 square-feet to house multiple department "suites" and located on existing maintenance property owned by the City. The department suites will be approximately 6,200 square feet of administrative office space with the remainder being vehicle accessible shop space.

There is also an existing City owned, pre-engineered metal building on the same site that the design team is in the process of evaluating. Based on the concept level estimate that the design team is preparing, the City will provide direction on the extent of the improvements. An amendment will be issued to this fee proposal to account for the chosen direction.

It is assumed that the delivery method will be Design / Bid / Build.

SCOPE OF SERVICES

Services consist of those described below and include normal architectural, structural, mechanical, electrical, civil engineering services.

Basic Civil Design Services

Services provided by Hodge and Associates

- Site Layout, grading, utility, and erosion and sediment control design
- Stormwater collection and detention design
- SWPPP design
- Retaining wall design
- Topographic Survey
 - Vertical and Horizontal Control
 - Topographic Survey for New Shop Site

24000.01 Moscow City Shop Facility.docx

LOMBARD CONRAD ARCHITECTS, INC. | lombardconrad.com
472 W. Washington St. | Boise, ID | 83702 | O: 208.345.6677

Ernest J. Lombard (Retired) & Joe Ed Conrad (Retired) | FOUNDING PARTNERS
Alexis Townsend, Ken Gallegos, Mark Heazle, Tom Scofield | PRINCIPALS

- a. Existing Structures
- b. Utilities
- c. Ground Features
- d. Existing Retaining Walls
- e. Existing Fence
- f. Storage Areas
- g. Drive Aisles
- h. Parking Areas

The Architect is retaining the survey consultant solely as a convenience to the Owner. The Owner will indemnify the Architect for damages arising from the survey consultant's services and waive any survey claims against the Architect.

Basic Landscape Design Services

The scope of work for landscape design has not been defined at this time, though landscape and planting will be incorporated into the site we anticipate minimal planting and irrigation needs at this time, an allowance has been carried for the potential of landscape architectural services.

Basic Architectural Design Services

- Architectural design of a 20,000 sq. ft. PEMB.
- Interior design of approximately 6,200 sq. ft. of administrative office space
- Management of Permit Review Process
- Solicitation of Bids

Basic Structural Design Services

Services provided by LOCHSA Engineering

- PEMB Foundation Only. Provide structural engineering calculations and drawings for the approximately 20,000 sq ft PEMB foundations.
- Standard concrete pad and strip footings are assumed for the facility.
- Retaining wall design along west and north side of the PEMB
- Interior mezzanine structural design

Basic Electrical Design Services

Services provided by Eidam and Associates

- Attendance at one (1) on-site meeting with the design team, Owner, and other necessary bodies (jurisdictional authorities, utility companies, etc.) to present the Design Development phase concepts.
- Design assistance to present proposed engineering solutions to the Owner.
- Power distribution design and analysis including load, short circuit, and voltage drop calculations, specification of electrical distribution materials including standby/emergency generator systems, layout and circuiting of electrical connections, and panelboard sizing and placement.
- Lighting system design including photometric analysis, specification of lighting fixtures, control devices, circuit connections, control connections, energy code compliance, lighting control systems design, and emergency lighting system design.
- Fire alarm system design including code analysis, layout of fire alarm devices, and preparation of specifications for associated system.
- Low-voltage system design for network communications systems, security video systems, and access control systems.
- Assistance to the City to inventory existing equipment that is desired for relocation to the proposed new facility.

Basic Mechanical Design Services

Services provided by Musgrove Engineering

- Heating, ventilating, and air conditioning systems.

- Exhaust and make-up-air systems.
- Plumbing systems, including waste & vent, domestic hot & cold water, natural gas, and roof drainage.
- Piping for all utilities to 5'-0" outside building. Piping beyond 5'-0" shall be by civil.
- Fire sprinkler system performance specifications (if required). Final design and construction documents shall be by Fire Sprinkler Contractor.
- Assistance to the City to inventory existing equipment that is desired for relocation to the proposed new facility.

This agreement does not include landscape architectural services. It is understood that these services may be provided as a reimbursable expense to the Owner and that the Architect agrees to coordinate the work activity of these consultants.

1. Design Development Phase:

- 1.1. Facilitate one (1) meeting with Owner and Engineering Consultants to develop Design Development Documents.
- 1.2. Prepare and submit Design Development Documents in PDF format including drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and other documents illustrating the scale and relationship of Project components for approval by the Owner. Components to include:
 - 1.2.1. Site Plan, Grading Plan, Paving Layouts, Lighting, Signage, and Utilities Plan.
 - 1.2.2. Floor Plans, Exterior Elevations, Building Sections, Wall Sections, Interior Elevations, Casework and Millwork Elevations, Finish Schedule, Door, and Window Schedule.
 - 1.2.3. Structural, Electrical, Mechanical, Plumbing, any Fire Protection Plans required.
 - 1.2.4. Updates to the preliminary estimate of Probable Construction Cost and Schedule.
- 1.3. Facilitate a review meeting of Design Development Documents with Owner.

2. Construction Documents Phase:

- 2.1. Prepare and submit 50% and 90% complete Construction Documents in PDF format consisting of Drawings, Specifications and Updated Cost Estimate for review by the Owner.
- 2.2. Facilitate a digital review session with Owner and incorporate comments into the final set of Construction Documents.
- 2.3. Assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- 2.4. Prepare 100% complete Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project for approval by the owner.
- 2.5. Assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3. Bidding or Negotiation Phase:

- 3.1. Assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- 3.2. Reproduce and distribute bid sets to interested bidders, plan houses, etc. Keep a record of Plan Holder list.
- 3.3. Chair pre-bid meeting and attend Bid Opening.
- 3.4. Respond in writing to questions from bidders and prepare addenda as necessary.

4. Construction Phase-Administration of the Construction Contract:

- 4.1. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- 4.2. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 4.3. The Architect and the Engineers shall visit the site to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
 - 4.3.1. The Architect shall visit the site and attend construction meetings at least once each month with a maximum of twelve (12) site visits over the duration of the project that include the punch list and one punch list backcheck. The Architect will be compensated for site visits in excess of this number as additional services.
 - 4.3.2. The Architect is not responsible for sequencing, means, and methods of construction or job site safety.
- 4.4. The Architect shall review and certify the amounts due to the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as noted above and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents.
- 4.5. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

- 4.6. The Architect shall prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work for the Owner's approval and execution in accordance with the Contract Documents.
- 4.7. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.
- 4.8. The Architect shall issue, review and forward to the Owner closeout submittals, records, written warranties and related documents required by the Contract Documents from the Contractor for completeness and forward to the Owner.
- 4.9. The Architect shall provide support services as needed during project closeout process.

SERVICES NOT INCLUDED

This agreement does not include the following services. It is understood that these services shall be provided by the Owner and that the Architect agrees to coordinate the work activity of these Consultants.

- Permits and fees
- Landscape architecture services
- Geotechnical services and reports
- Material and quality control testing
- Energy modeling services
- Audio/visual design services
- Furniture, Fixture, Equipment Design
- LEED certification services
- Design and Specification of owner provided items
- Discovery or removal procedures for hazardous waste, subsurface debris, wells, underground tanks, federally-listed species or archeological artifacts.
- Commissioning services
- Value Engineering Services after bidding/procurement period

BASIC COMPENSATION – FIXED FEE

For the services as described, compensation shall be a fixed fee of **Three Hundred Twenty Thousand Six Hundred Ten Dollars and 00/100 dollars (\$320,610.00)**, plus reimbursable expenses:

Progress payments for services in each phase shall total the following percentages of the total compensation payable:

Design Development Phase	\$ 89,771.00
Construction Documents Phase	\$ 102,595.00
Bidding or Negotiation Phase	\$ 9,619.00
Construction Phase	\$ 102,595.00
Closeout	\$ 16,030.00
Total Compensation	\$ 320,610.00

Travel Allowance

Allowance provided for travel time to and from the site is included in the basic compensation amount based on the anticipated trips listed by the architect and consultants below

Architect

- Design phase trips (1)
- Construction administration trips (10)
- Punch list and punch list backcheck trips (2)

Civil

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Structural Engineer

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Electrical Engineering

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Mechanical Engineering

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Design Service Allowance Limit

Allowance will be agreed to and approved via amendment by the architect and owner prior to proceeding with services.

Landscape Architecture Design Allowance	\$	6,000.00
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PAYMENT

Invoices will be issued monthly and are payable within thirty (30) days of the date of invoice. An interest rate of one percent (1.0%) per month will be payable on any amount not paid within this time period. Attorney's fees and any other costs incurred in collecting delinquent accounts shall be paid by Owner.

LOMBARD-CONRAD will invoice professional fees monthly, on a percent complete basis throughout the project term.

REIMBURSABLE EXPENSES

For reimbursable expenses, as described below, and any other items included as reimbursable expenses, a multiple of one point one (1.1) times the expenses incurred by the Architect, the Architect's employees and Consultants directly related to the project.

Normal reimbursable expenses include, but are not limited to, blueprinting and other reproduction expense, postage/shipping costs; photography; long distance phone/fax, meals, travel, and mileage at \$.75/mile.

COMPENSATION FOR ADDITIONAL SERVICES

Additional services, if requested by the Owner, will be performed on a stipulated sum or current hourly rate basis, as agreed to in writing by both parties prior to initiating the additional services. For additional services of the Architect on an hourly basis compensation shall be computed as follows:

2024 Hourly Billing Rates

Architectural Hourly Billing Rates

Principal	\$195
Architect	\$175
Interior Designer	\$130
Project Manager	\$125
Senior BIM Tech	\$115
BIM Tech	\$ 90
Emerging Professional	\$105
Student Intern	\$ 60
Word Processing	\$ 75

Civil Engineering Hourly Billing Rates

Principal Engineer	\$130
Professional Engineer	\$120
Project Manager / Designer	\$120
Engineer-In-Training	\$90
Clerical	\$65
Drafting/CADD	\$90
Professional Land Surveyor	\$130
Crew Chief	\$90
1 Man Survey Crew	\$130
2 Man Survey Crew	\$200
3 Man Survey Crew	\$210
Intern Drafting/CADD	\$60

Mechanical Engineering Hourly Billing Rates

Principal	\$190
Associate	\$170
Commissioning Agent	\$165
Energy Modeling	\$165
Senior Project Engineer	\$165

Project Manager	\$150
Project Engineer	\$110
Senior Project Designer	\$110
Project Designer	\$100
CADD Operator	\$90
Administrative Assistant	\$80

Electrical Engineering Hourly Billing Rates

Principal	\$186
Senior Electrical Engineer	\$171
Electrical Engineer I	\$142
Electrical Engineer II	\$127
Electrical Engineer III	\$100
Project Manager	\$154
Electrical Designer	\$100
Production Manager	\$141
Senior Drafter	\$116
Drafter I	\$105
Drafter II	\$82
Drafter III	\$69
Office Administrator	\$90
Clerical	\$63

Structural Engineering Hourly Billing Rates

Structural Director / Principal	\$250
Structural Associate Director	\$200
Structural Senior Project Manager	\$180
Structural Project Manager	\$160
Structural Project Engineer	\$150
Structural Senior Designer	\$150
Structural Designer	\$135
Structural Intern	\$110
Structural Drafting Manager	\$170
Structural Drafting Assistant Manager	\$150
Structural Drafting Senior Designer	\$150
Structural Drafting Senior Virtual Design Coordinator	\$140
Structural Drafting Designer	\$140
Structural Drafting Virtual Design Coordinator	\$130
Structural Drafting Technician	\$120
Office/Administrative Support	\$90

The rates for services of the Architects and the Architect's Consultants are applicable in the calendar year noted above. Positions and hourly rates are subject to review and adjustment annually.

For additional services of Consultants, including additional structural, mechanical and electrical engineering services, a multiple of one-point-one (1.1) times the amounts billed to the Architect for such services will be billed.

If this proposal meets with your approval we will be glad to suggest a formal contract for these services. We look forward to working with you to meet your goals for your project.

Sincerely,
LOMBARD CONRAD ARCHITECTS, INC.



Mark Heazle, AIA, NCARB
Partner

Attachment "2"

AMENDMENT TO AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY (hereinafter "Amendment"), is made this 13th day of November, 2024, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Lombard Conrad Architects, Inc., 472 West Washington Street, Boise, Idaho, 83702 (hereinafter "CONSULTANT").

WHEREAS, CITY and CONSULTANT entered into the Agreement for Professional Design Services Between the City of Moscow, Idaho and Lombard Conrad Architects for the City Shop Facility (hereinafter "Agreement") on April 2, 2024, attached as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, Section IV. Q of the Agreement authorizes modification upon written agreement of the Parties; and

WHEREAS, additional design work has been identified as the design evolved; and

WHEREAS, the Parties agree to expand the scope of services as detailed herein;

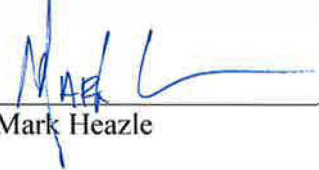
NOW, THEREFORE, CITY and CONSULTANT agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following amendments of the Agreement.

1. SECTION II: SCOPE OF WORK of the Agreement shall be amended to include the attached Amended Scope of Work set forth in Exhibit "A", incorporated herein by this reference.
2. SECTION III. A. Compensation and Term of the Agreement shall be amended to modify the compensation sum in an amount not to exceed Three Hundred Forty-Three Thousand, Two Hundred Forty-One Dollars (\$343,241.00).
3. All other terms and conditions of the Agreement that are not modified by this Amendment shall remain in full force and effect.
4. This Amendment may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective the date first written above.

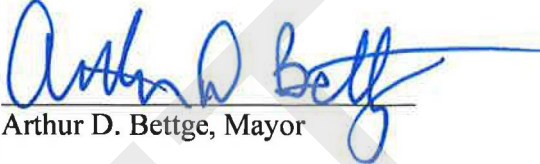
I, Mark Heazle, certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct and that I am the authorized agent to bind Lombard Conrad Architects, Inc. to this Amendment. If I am signing this document utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

CONSULTANT:




Mark Heazle

CITY:

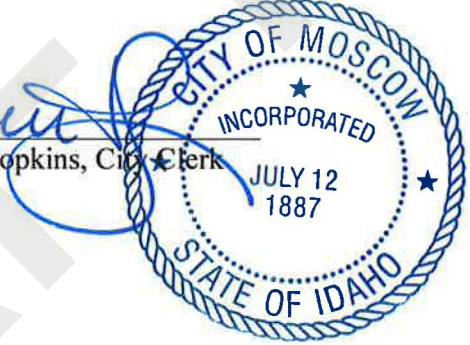


Arthur D. Bettge, Mayor

ATTEST:



Laurie M. Hopkins, City Clerk




ACKNOWLEDGMENT

STATE OF Idaho)
County of Ada) ss.

On this 11th day of November, 2024, before me, a Notary Public in and for said State, appeared Mark Heazle, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Lombard Conrad Architects, Inc. (CONSULTANT), with authority to bind CONSULTANT to the terms of this Amendment.





Notary Public for the State of Idaho
Residing at Nampa, Idaho
My commission expires January 15, 2029

Exhibit "A"

LOMBARD
CONRAD
ARCHITECTS

To: Cody Riddle
Deputy City Supervisor, Community Development
City of Moscow – Community Development
504 S. Washington Street
Moscow, Idaho 83843

Amendment No: One
Date: October 21, 2024

In accordance with the Agreement dated: April 2nd, 2024

Between the Owner City of Moscow
206 E. 3rd Street
Moscow, Idaho 83843

And the Architect: Lombard Conrad Architects, Inc.
472 W. Washington St.
Boise, Idaho 83702

for the project: **MOSCOW CITY SHOP FACILITY
AMENDMENT # 1
L/C PROJECT NO. 24000-01**

Authorization is requested:

- to proceed with Additional Services or a Change in Services as listed below
- to incur Additional Reimbursable Expenses

Scope of Additional Services:

Existing Shop Re-Cladding:

- Provide construction documents for re-cladding of the wall and roof assemblies of the existing 18,300 square foot, two-story, pre-engineered metal building. The scope will include the removal of existing wall and roof panels, insulation, and vapor barrier and the installation of new insulated metal wall and roof panels.

Landscaping:

- Provide landscaping design based on plan review comments to comply with City of Moscow landscaping standards.

East Entrance Gate:

- Survey and provide site design for the east entrance gate and curbing along the south side of the existing shop building.

HVAC Revision:

- Revise HVAC system design from gas furnaces to air source heat pumps.

LOMBARD / CONRAD

Cody Riddle
Moscow City Shop

October 21, 2024
Page 2

The following adjustments shall be made to compensation and time:

Compensation:

Current fee of \$320,610.00 to be increased by \$22,631.00 for a new total fee of \$343,241.00

Time:

Not applicable

SUBMITTED BY:
LOMBARD CONRAD ARCHITECTS, INC.

AGREED TO:
City of Moscow



Matt Geserick, NCARB, AIA
Principal

Signature Date

Printed Name & Title

Exhibit "B"

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY (hereinafter "Agreement"), is made this 2nd day of April, 2024, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Lombard Conrad Architects, Inc., 472 W. Washington Street, Boise, Idaho, 83702 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, CITY, with power to contract for the services provided for herein, has complied with applicable provisions of law regarding retaining professional services such as those contemplated herein; and

WHEREAS, CITY intends to construct a City Shop Facility (hereinafter "PROJECT"). The PROJECT will include an approximately 20,000 square foot new building that will house fabrication and equipment servicing bays, offices, dedicated training areas, restrooms, showers, break rooms and associated mechanical / electrical rooms to support the facility; remodel and exterior restoration of an existing shop building; and site improvements, including utilities, infrastructure, parking, grading, and other associated PROJECT elements; and

WHEREAS, CITY requires the services of a duly qualified design professional to perform the services required by this Agreement. CONSULTANT represents that it is aware of City's plans with respect to the PROJECT; and

WHEREAS, CONSULTANT warrants that it is fully licensed, legally qualified, and willing to perform the services required by this Agreement; and

WHEREAS, CITY desires to engage CONSULTANT to provide industry standard services necessary to prepare the Design Development, final facility design, prepare construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation, warranty inspection, and warranty defect resolution assistance;

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

SECTION I: THE PROJECT

CONSULTANT shall provide professional design services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and

completion of architectural design services (including civil, structural, mechanical, electrical engineering, architectural, landscape, irrigation and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation and warranty inspection, and warranty defect resolution assistance (hereinafter "Services").

SECTION II: SCOPE OF WORK

CONSULTANT promises and agrees to, consistent with the standard of care as defined in Section IV. D. of this Agreement, furnish to CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to supply the professional architectural and related services necessary for the completion of the PROJECT consistent with the provisions of this Agreement. The Scope of Work for the PROJECT is set forth in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference. Subject to the standard of care all Services shall be subject to and performed in accordance with this Agreement and applicable Federal, State and Local laws, rules and regulations. All Services performed by CONSULTANT shall be subject to the sole and discretionary approval of CITY, which approval shall not be unreasonably withheld.

SECTION III: COMPENSATION

A. Compensation and Term.

For the Services performed pursuant to this Agreement, CONSULTANT shall be compensated in a sum not to exceed THREE HUNDRED TWENTY THOUSAND SIX HUNDRED AND TEN DOLLARS (\$320,610) with an additional not to exceed sum of TWENTY THOUSAND DOLLARS (\$20,000) for reimbursable expenses, as defined in the attached Exhibit "A" Section 7.C., that shall be paid as detailed in Section III.B. below. This Agreement shall be in effect until the completion of the warranty inspection and resolution of any warranty defects to the satisfaction of CITY.

B. Payment.

Payment for Services rendered by CONSULTANT shall be in accordance with the following:

1. CONSULTANT's compensation and reimbursable expenses shall be paid by CITY to CONSULTANT no more than once a month. Such periodic progress payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "A". In order to receive payment, CONSULTANT shall present to CITY an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to CONSULTANT shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "A". CITY shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

2. Records of Reimbursable Expenses shall be provided to CITY upon presentation of CONSULTANT's progress payment invoices. Payments for invoices prepared by CONSULTANT shall be due and payable net thirty (30) days by CITY.
3. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.
4. CITY may withhold payment, in whole or in part, to the extent reasonably necessary to protect CITY from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by CITY to deduct any sums from a progress payment shall not constitute a waiver of CITY's right to such sums. CITY may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by CITY, that are incurred by CITY for which CONSULTANT is liable under the Agreement or state law. Payments to CONSULTANT for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the PROJECT. Payment to the CONSULTANT shall not be withheld, postponed, or made contingent upon receipt by CITY of offsetting reimbursement or credit from parties not within CONSULTANT's reasonable control.
5. The Parties agree that CONSULTANT's compensation for Services includes all licensing fees for CITY's use of the Construction Documents, including use after termination of this Agreement.

SECTION IV: OTHER TERMS AND CONDITIONS

- A. **Independent Contractor.** CITY retains CONSULTANT on an independent contractor basis and neither CONSULTANT nor its employees or Subcontractors are an employee of CITY and are not entitled to the rights or benefits afforded to CITY's employees. Any Subcontractors performing the Services under this Agreement on behalf of CONSULTANT shall also not be employees of CITY, and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due to such Subcontractors in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting CONSULTANT, its employees and Subcontractors, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- B. **Termination of Agreement.** This Agreement may be terminated by CONSULTANT upon thirty (30) days' written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days' written notice to CONSULTANT without cause and without further liability to CONSULTANT, except as designated by this Agreement. All working documents and drawings shall become the property of, and shall be surrendered to CITY. CONSULTANT shall cease all work immediately upon receipt of notice of termination. CONSULTANT shall be paid for work

completed up to notice of termination and shall not be entitled to payment for any work performed after receipt of notice of termination, absent an express written agreement from CITY.

- C. **Data of Record.** CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including maps, surveys, borings, and other information required by CONSULTANT relating to the PROJECT. All designs, drawings, specifications, documents, and other work product prepared by CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for PROJECT and are property of CITY, which shall be delivered to CITY by CONSULTANT upon sixty (60) days after completion of PROJECT or upon termination of Agreement, contingent upon payment in full by CITY for CONSULTANT's Services provided hereunder.
- D. **Standards of Work and Standards of Care.** CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals legally qualified to perform the Services in the same discipline in the State of Idaho, and shall be fully responsible to CITY for any damages to CITY and delays to the PROJECT caused by the negligent performance of professional services by the CONSULTANT, under this agreement, specified in the indemnification provision of this Agreement. CONSULTANT shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Subject to the standard of care, unless approved by CITY, CONSULTANT shall not exceed the time limits established by the schedule, except for circumstances out of CONSULTANT's reasonable control with written approval by CITY. No other provision under this agreement shall be interpreted or construed to elevate this standard of care.
- E. **Adherence to Law Required.** Subject to the standard of care, all applicable Federal, State and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall 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 CONSULTANT, CONSULTANT's employees, or its subcontractors.
1. Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
 2. CONSULTANT 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 Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
 3. Pursuant to Idaho Code Title 18 Chapter 87, CONSULTANT certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of the Agreement, authorize the use of state facilities or public funds for abortion related activity.

F. Insurance. CONSULTANT shall not commence Services under this Agreement until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. In the event CONSULTANT fails to provide or maintain all required insurance, CITY may, in its sole discretion, obtain such insurance and deduct the amount therefor from the total compensation. CONSULTANT shall, at its sole cost and expense, secure and maintain in force, during the term of this Agreement, the following insurance:

1. Worker's compensation and employer's liability insurance as required by the State of Idaho;
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars (\$1,000,000) combined single limits;
3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CONSULTANT or of any of its employees, agents, or subcontractors, with one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate;
4. CONSULTANT shall procure and maintain professional liability insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of one million dollars (\$1,000,000). Coverage shall be in force during the term of this Agreement and for a period of at least twelve (12) months thereafter.

CONSULTANT shall furnish CITY with certificates of insurance as evidence these policies are in effect.

G. Indemnity and Hold Harmless.

1. CONSULTANT waives any and all claims and recourse against CITY including rights of contribution for loss or damage to persons or property arising from, or growing out of, or in any way connected with or incident to CONSULTANT's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents or employees.
2. CONSULTANT agrees to indemnify and hold harmless CITY and its officers, agents and employees against all losses and damages of any nature whatsoever, resulting from any injury or damages sustained by any person(s) or property to the extent resulting from any negligent act, error or omission of CONSULTANT or its agents, employees, subcontractors or consultants. CONSULTANT's obligation to indemnify and hold harmless CITY shall not be limited to the amount of insurance actually secured under this Agreement, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorney fees.
3. CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the PROJECT site unless CONSULTANT's acts or omissions introduced,

caused, or allowed said hazardous materials or toxic substances to be introduced to the PROJECT site. "Hazardous Materials" means any material that has been designated as hazardous under 49 U.S.C. Sec. 5103.

- H. **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, reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses, shall be allocated in accordance with state law, unless a court order requires a different allocation.
- I. **Jurisdiction, Venue, and Non-Waiver.** It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- J. **Successors and Assigns.** 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. However, CONSULTANT shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations without the prior written consent of CITY. Any attempted assignment without such consent shall be invalid and void.
- K. **Consultant Representative.** CONSULTANT hereby designates Matthew Geserick as CONSULTANT's project manager ("Project Manager") to manage and direct the work of CONSULTANT. The Project Manager shall represent CONSULTANT and be in attendance at all PROJECT design meetings (with limited approved exceptions); shall direct the work of CONSULTANT and its sub-consultants; and shall serve as the primary point of contact and communications for CITY. CONSULTANT shall not change the Project Manager without CITY's written consent. Such consent shall only occur upon the satisfaction of CITY that the proposed new Project Manager possesses the professional skills, experience and acumen to successfully perform the services provided for herein. Such consent shall not be unreasonably withheld or delayed.
- L. **City Representatives.** CITY shall designate a person to act as its representative for the performance of this Agreement ("CITY's Representative"). CITY's Representative shall be authorized to act as liaison between CONSULTANT and CITY in the administration of this Agreement and the Construction Documents and shall have the power to act on behalf of CITY for all purposes under this Agreement. CITY's Representative shall assist CONSULTANT in observing construction of the PROJECT and participating in the preparation of punch-list items. CITY may designate new and/or different individuals to act as CITY's Representative from time to time. CITY's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services.

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

CONSULTANT:

CITY:

Lombard Conrad Architects
Matthew Geserick
Project Manager
472 W. Washington Street
Boise, Idaho 83702

City of Moscow
Cody Riddle
Deputy City Supervisor
PO Box 9203
Moscow, Idaho 83843

- M. **Conflict of Interest and Special Warranty.** CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in PROJECT, which would conflict in any manner or degree with the performance of its Services hereunder. CONSULTANT further covenants that, in performing this Agreement, it shall employ no person who has any such interest. CONSULTANT warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONSULTANT 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 CONSULTANT shall make this Agreement null and void.
- N. **Special Provisions.**
1. **Ownership and Publication of Materials.** All reports, information, data, and other materials prepared by CONSULTANT, pursuant to this Agreement, shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. It is mutually understood that any alterations made to documents without CONSULTANT's direction shall void CONSULTANT's liability under this subsection.
 2. **Disclosure of Materials.** It is expressly understood by CITY and CONSULTANT that all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement, may be subject to disclosure under Idaho Code § 74-101, et seq, commonly known as the Public Records Act unless exempt from disclosure. CONSULTANT shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. CONSULTANT shall indemnify and defend CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for CONSULTANT's failure to designate individual documents as exempt. CONSULTANT's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by such release.
 3. **Americans With Disabilities Act.** CONSULTANT will use its professional efforts to interpret all applicable Federal, State and Local Laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act of 1990 ("ADA"). CONSULTANT will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

- O. **PROJECT Confidentiality.** All communications and reports for PROJECT shall be handled in a professional manner. After PROJECT, CONSULTANT shall return to CITY all documents obtained from CITY or generated during the course of this PROJECT. If CONSULTANT or CITY receives information specifically designated “confidential”, the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees; (2) those who need to know the content of such information in order to perform services solely and exclusively for the PROJECT; (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; (4) as required pursuant to Idaho Code §74-101, et seq.; or (5) as ordered by a court of competent jurisdiction. CITY herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.
- P. **Qualified Estimates of Cost.** The estimates of cost for PROJECT herein are to be prepared by CONSULTANT through exercise of CONSULTANT’s professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials or over competitive bidding procedures and market conditions. Nothing in this paragraph shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by similarly situated professional organizations. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs. If at any time CONSULTANT’s estimates of cost for the PROJECT exceeds CITY’s budget for the PROJECT, CONSULTANT shall redesign PROJECT elements to achieve cost savings, but in doing so, shall not delete any essential elements of the PROJECT. If CONSULTANT is unable to redesign the PROJECT, it shall make appropriate recommendations to CITY to adjust the PROJECT’s size, quality or budget. CITY shall consider CONSULTANT’S recommendations, but shall decide, in its discretion, how to proceed. Any schedule modification based on the need for a redesign of the PROJECT shall be mutually agreed upon by both Parties.
- Q. **Modification and Assignability of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
- R. **Records.** CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall, during normal business hours, allow a representative of CITY to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.
- S. **No Third-Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third-party except as expressly provided herein.

- T. Exhibits and Recitals. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.
- U. Severability. Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- V. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the addresses shown above, or at such other address as the respective Parties may provide in writing for this purpose.
- W. CITY's Right to Employ Other Consultants. CITY reserves the right to employ other consultants in connection with this PROJECT.
- X. Drug/Tobacco Free Facilities. All CITY facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of CITY facilities.
- Y. 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. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- Z. Appropriations and Approval. This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
- AA. Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

CONSULTANT:

Lombard Conrad Architects

By: 
 Mark Heazle

CITY:

City of Moscow

By: 
 Arthur D. Bettge, Mayor

ATTEST:



[Signature]
Laurie M. Hopkins, City Clerk

Approved as to Form:

[Signature]
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF Idaho)
County of Ada) ss.

On this 2nd day of April, 2024, before me, a Notary Public in and for said State, appeared Mark Heazle, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Lombard Conrad Architects (CONSULTANT), with authority to bind CONSULTANT to the terms of this Agreement.

[Signature]
Notary Public for the State of Idaho
My commission expires January 15, 2029



Exhibit "A"
Scope of Services

SECTION 1. GENERAL SERVICES TO BE PROVIDED

- A. **GENERAL SERVICES.** CONSULTANT shall provide CITY with professional services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of professional design services (including civil, structural, mechanical, electrical, architectural, landscape architectural, irrigation, and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation, warranty review and warranty defect resolution assistance.
- B. **GENERAL PROJECT DESCRIPTION.** The PROJECT consists of a new, approximately 20,000 square foot building that will house fabrication and equipment servicing bays, offices, dedicated training areas, restrooms, showers, break rooms and associated mechanical / electrical rooms to support the facility. The building is to be designed, bid, and constructed as a pre-engineered steel structure on a cast-in-place foundation. The building is to be clad with metal wall panels, interrupted by glazed storefronts and windows at public-facing elevations. In addition, the building is to have rollup garage doors suitable for allowing irregular or large Public Works vehicles and equipment into the facility. The 8.3-acre site is non-uniform in elevation. The site design shall include accommodation for engineered earth-retention and any additional measures needed to construct the building at the desired location. The PROJECT includes site planning, including but not limited to earth moving as required, underground utilities and site infrastructure, surface water retention systems, and provision for both gravel and paved (public) parking.

SECTION 2. PREPARATION AND DESIGN PHASE

- A. **COORDINATION OF SURVEYS.** At CITY's request, CONSULTANT shall, as part of its Services, coordinate, obtain, and pay for the services of a land surveyor. Such land survey need not include any additional setting of monuments, legal descriptions or defining of land boundary. The intent of such survey is to provide a topographic base map for the PROJECT site. It is understood that independent engineers/specialists are not a part of the design team and that the design team will rely upon their expert services. In soils, foundation, groundwater and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur which could affect total PROJECT cost and/or execution. Such conditions and cost/execution effects are not the responsibility of CONSULTANT. CONSULTANT shall not be responsible for any damages arising from the services of the land surveyor.

- B. **DESIGN DEVELOPMENT.** Once CITY provides CONSULTANT with specific written approval of the Schematic Design Documents and any adjustments authorized by CITY in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the PROJECT as to architectural, site design, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, including a preliminary opinion of probable construction cost based on current area, volume or similar conceptual estimating techniques. CONSULTANT shall submit to CITY, drawings, probable construction cost estimates, and other items necessary to confirm financing for the PROJECT. CONSULTANT, at its own expense, shall provide a complete set of the Design Development Documents described herein for CITY's review and approval. CONSULTANT shall provide a written timetable for full and adequate completion of the PROJECT to CITY. CONSULTANT shall assist CITY in applying for and obtaining required approvals from all Federal, State, Regional or Local Agencies concerned with the PROJECT. CONSULTANT shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the PROJECT and to obtain final approval and acceptance by any agencies as may be required. CONSULTANT shall provide, for CITY's review and approval, a preliminary schedule of all color materials and selections of textures, finishes, fixtures and other matters involving an aesthetic decision about the PROJECT.

SECTION 3. CONSTRUCTION DOCUMENTS AND BIDDING PHASES

- A. **CONSTRUCTION DRAWINGS AND SPECIFICATIONS.** Based on CITY's written approval of Design Development Documents and any further adjustments in the scope or quality of the PROJECT or in the construction budget as authorized in writing by CITY, CONSULTANT shall prepare, for approval by CITY, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the PROJECT, which shall comply with all applicable laws, ordinances, codes, rules and regulations as of the date of issuance of such Construction Documents. The Construction Documents shall reflect all agreements between CITY and CONSULTANT related to CITY's budget constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities.
- B. **PROJECT BID ASSISTANCE.** Following CITY's approval of the Construction Documents, CONSULTANT shall assist CITY in the preparation of the necessary bidding information, bidding documents, the Conditions of the Contract for construction, and the Contract between CITY and Contractor for the Project's construction for CITY's final review, approval and use.
- C. **CONSTRUCTION COST PREPARATION.** CONSULTANT shall advise CITY of any adjustments to previous preliminary opinion of probable construction cost indicated by changes in requirements or general market conditions.
- D. **PERMITTING AND CONSTRUCTION APPROVAL.** CONSULTANT shall provide CITY with a list of all permits, approvals or other authorizations required for the PROJECT from all Federal, State or Local Governmental Bodies with approval jurisdiction over the PROJECT.

CONSULTANT shall then assist CITY in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by CITY.

- E. **CONTRACT AWARD ASSISTANCE.** CONSULTANT, following CITY approval of the Construction Documents and of the latest preliminary opinion of probable construction cost, shall assist CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

SECTION 4. CONSTRUCTION ADMINISTRATION PHASE

- A. **DURATION OF CONSTRUCTION ADMINISTRATION SERVICES.** CONSULTANT's responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the initial Contract for Construction and terminates by the earliest of either the issuance to CITY of the final Certificate for Payment or sixty (60) days after the scheduled date of Substantial Completion of the work on the PROJECT as defined by the bidding documents.
- B. Duties, responsibilities and limitations of authority of CONSULTANT under this Agreement shall not be restricted, modified or extended without written agreement of CITY and CONSULTANT.
- C. **CONSULTANT REPRESENTATION OF CITY.** CONSULTANT shall be a representative of and shall advise and consult with CITY during the administration of the Contract for Construction. CONSULTANT shall have authority to act on behalf of CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.
- D. **CONSTRUCTION OBSERVATION SERVICES.** CONSULTANT, as a representative of CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations for the following reasons: (1) to become generally familiar with and to keep CITY informed about the progress and quality of the portion of the work on the PROJECT completed; (2) to endeavor to guard CITY against defects and deficiencies in the work on the PROJECT; and (3) to determine in general if the work on the PROJECT is being performed in a manner indicating that the work on the PROJECT, when fully completed, will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work on the PROJECT. CONSULTANT shall neither have control over nor charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work on the PROJECT since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- E. **NOTICE OF DEVIATIONS OF CONTRACT DOCUMENTS.** CONSULTANT shall report to CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. CONSULTANT shall not be responsible for Contractor's failure to perform the work on the PROJECT in accordance with the requirements of the Contract Documents. CONSULTANT shall be responsible for CONSULTANT's and CONSULTANT's employees' negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of Contractor, Subcontractors, or

their agents or employees, or of any other persons or entities performing portions of the work on the PROJECT.

- F. **ACCESS TO PROJECT SITE.** CONSULTANT shall at all times have access to the work on the PROJECT wherever and whenever it is in preparation or progress.
- G. **COMMUNICATION WITH CONTRACTOR.** Except as otherwise provided in this Agreement or when direct communications have been specially authorized, CITY shall endeavor to communicate with Contractor through CONSULTANT about matters arising out of or relating to the Contract Documents. Communications by and with CONSULTANT's sub-consultants shall be through CONSULTANT.
- H. **INTERPRETATION OF CONTRACT DOCUMENTS.** CONSULTANT shall make interpretations and decisions regarding the intent of the Contract Documents. When making such interpretations and initial decisions, CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor and shall not be liable for results of interpretations or decisions so rendered in good faith.
- I. **DISPUTE RESOLUTION.** CONSULTANT shall make initial decisions on claims, disputes or other matters in question between CITY and Contractor as provided in the Contract Documents. CONSULTANT's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and after CITY's review and approval per Section 2.B of this Exhibit "A".

SECTION 5. WARRANTY INSPECTION SERVICES

CONSULTANT shall attend and participate in the Contractor Warranty inspection which shall occur approximately eleven (11) months after Substantial Completion of the PROJECT. CONSULTANT shall inspect and document any and all observed warranty defects in the PROJECT and shall assist CITY in identifying appropriate corrective actions necessary to remedy said defects. CONSULTANT shall communicate such required corrective actions to Contractor and shall inspect all corrective actions to verify remedy of all identified defects to CITY's satisfaction and shall provide CITY with documentation regarding all required corrective actions and verifying final remedy and approval of such action.

SECTION 6. SCHEDULE OF SERVICE DELIVERY

PROJECT MILESTONES. Time is of the essence for each and every provision of this Agreement. CONSULTANT understands that PROJECT funding is dependent upon the expeditious progress of the PROJECT, and that such progress is dependent upon the services to be provided by CONSULTANT and timely performance of CITY's obligations under this Agreement. CITY and CONSULTANT mutually agree upon the following milestones for the CONSULTANT's delivery of Services under this Agreement:

Professional Service Task	Date of Completion
PROJECT Program Verification	2/14/2024
Design Development (DD) Phase	4/12/2024
100% DD Presentation	4/17/2024
Construction Documents (50%)	5/10/2024
Construction Documents (90%)	5/31/2024
Construction Documents/Permit Set (100%)	6/21/2024
PROJECT Plan Review	8/9/2024
PROJECT Bid Open Date	7/12/2024
PROJECT Bid Close Date	8/9/2024

SECTION 7. COMPENSATION SUMMARY

- A. The Services fee shall cover all expenses related to all reasonably anticipated professional design services required for the development of the PROJECT including the preparation and completion of architectural design services (including civil, structural, mechanical, electrical, architectural, landscape, irrigation and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, and warranty inspection and warranty defect resolution assistance.
- B. For Services, as described in this AGREEMENT and the sections above, Total Compensation shall be based on the stipulated sum, not to exceed THREE HUNDRED TWENTY THOUSAND SIX HUNDRED AND TEN DOLLARS (\$320,610).
- C. CONSULTANT shall be entitled to reimbursement of direct expenses incurred and attributable to the PROJECT including, but not limited to, printing and production costs, and similar expenses. Requests for reimbursement shall include detailed information regarding the requested reimbursed expenses and describe under what conditions the cost was incurred, to provide CITY the ability to verify that expense is correct, eligible, and appropriate for reimbursement for the PROJECT. Such reimbursable expenses shall not exceed a total of TWENTY THOUSAND DOLLARS (\$20,000).
- D. Progress payments for Services in each Phase shall total the following percentages of the Total Compensation payable:

Design Development Phase: \$89,771 (28%)

Construction Documents Phase:	\$102,595	(32%)
Bidding or Negotiation Phase:	\$9,619	(3%)
Construction Phase:	\$102,595	(32%)
Closeout	\$16,030	(5%)
Total Basic Compensation:	\$320,610	(100%)

E. **COMPENSATION FOR ADDITIONAL SERVICES.** For any additional services of CONSULTANT beyond the scope of Services detailed herein, such additional services shall be provided only as authorized in writing in advance by CITY based upon the hourly rates defined below:

Principal Architect	\$195 / hour
PROJECT Architect	\$175 / hour
Interior Designer	\$130 / hour
Project Manager	\$125 / hour
Senior BIM Tech	\$115 / hour
BIM Tech	\$90 / hour
Emerging Professional	\$105 / hour
Student Intern	\$60 / hour
Clerical	\$75 / hour

The cost for additional services of consultants and/or subcontractors, including additional structural, mechanical and electrical engineering services, shall be the actual amounts billed to CONSULTANT for such services, plus a ten percent (10%) handling fee.

Exhibit "B"

LOMBARD CONRAD ARCHITECTS

3/4/2024

Cody Riddle
Deputy City Supervisor, Community Development
City of Moscow – Community Development
504 S. Washington Street
Moscow, Idaho 83843

RE: **NEW MOSCOW CITY SHOP FACILITY
PROPOSAL LETTER
L/C NO. 24000.01**

Dear Mr. Riddle,

I want to thank you for giving Lombard Conrad Architects the opportunity to provide you with a proposed scope of work and fee for architectural and engineering services for the Moscow City Shop Facility.

PROJECT DESCRIPTION

There will be minimal site improvements that include a paved concrete or asphalt apron around the building, public/staff parking to the south of the building, accommodations for stormwater management, and a site access gate. Landscaping, irrigation, and overall site paving is not included. The site design will also include site and building retaining walls directly adjacent and part of the new shop building.

The project will include the construction of a new pre-engineered metal building (PEMB) of approximately 20,000 square-feet to house multiple department "suites" and located on existing maintenance property owned by the City. The department suites will be approximately 6,200 square feet of administrative office space with the remainder being vehicle accessible shop space.

There is also an existing City owned, pre-engineered metal building on the same site that the design team is in the process of evaluating. Based on the concept level estimate that the design team is preparing, the City will provide direction on the extent of the improvements. An amendment will be issued to this fee proposal to account for the chosen direction.

It is assumed that the delivery method will be Design / Bid / Build.

SCOPE OF SERVICES

Services consist of those described below and include normal architectural, structural, mechanical, electrical, civil engineering services.

Basic Civil Design Services

Services provided by Hodge and Associates

- Site Layout, grading, utility, and erosion and sediment control design
- Stormwater collection and detention design
- SWPPP design
- Retaining wall design
- Topographic Survey
 - Vertical and Horizontal Control
 - Topographic Survey for New Shop Site

24000.01 Moscow City Shop Facility.docx

LOMBARD CONRAD ARCHITECTS, INC. | lombardconrad.com
472 W. Washington St. | Boise, ID | 83702 | O: 208.345.6677

Ernest J. Lombard (Retired) & Joe Ed Conrad (Retired) | FOUNDING PARTNERS
Alexis Townsend, Ken Gallegos, Mark Heazle, Tom Scofield | PRINCIPALS

- a. Existing Structures
- b. Utilities
- c. Ground Features
- d. Existing Retaining Walls
- e. Existing Fence
- f. Storage Areas
- g. Drive Aisles
- h. Parking Areas

The Architect is retaining the survey consultant solely as a convenience to the Owner. The Owner will indemnify the Architect for damages arising from the survey consultant's services and waive any survey claims against the Architect.

Basic Landscape Design Services

The scope of work for landscape design has not been defined at this time, though landscape and planting will be incorporated into the site we anticipate minimal planting and irrigation needs at this time, an allowance has been carried for the potential of landscape architectural services.

Basic Architectural Design Services

- Architectural design of a 20,000 sq. ft. PEMB.
- Interior design of approximately 6,200 sq. ft. of administrative office space
- Management of Permit Review Process
- Solicitation of Bids

Basic Structural Design Services

Services provided by LOCHSA Engineering

- PEMB Foundation Only. Provide structural engineering calculations and drawings for the approximately 20,000 sq ft PEMB foundations.
- Standard concrete pad and strip footings are assumed for the facility.
- Retaining wall design along west and north side of the PEMB
- Interior mezzanine structural design

Basic Electrical Design Services

Services provided by Eidam and Associates

- Attendance at one (1) on-site meeting with the design team, Owner, and other necessary bodies (jurisdictional authorities, utility companies, etc.) to present the Design Development phase concepts.
- Design assistance to present proposed engineering solutions to the Owner.
- Power distribution design and analysis including load, short circuit, and voltage drop calculations, specification of electrical distribution materials including standby/emergency generator systems, layout and circuiting of electrical connections, and panelboard sizing and placement.
- Lighting system design including photometric analysis, specification of lighting fixtures, control devices, circuit connections, control connections, energy code compliance, lighting control systems design, and emergency lighting system design.
- Fire alarm system design including code analysis, layout of fire alarm devices, and preparation of specifications for associated system.
- Low-voltage system design for network communications systems, security video systems, and access control systems.
- Assistance to the City to inventory existing equipment that is desired for relocation to the proposed new facility.

Basic Mechanical Design Services

Services provided by Musgrove Engineering

- Heating, ventilating, and air conditioning systems.

- Exhaust and make-up-air systems.
- Plumbing systems, including waste & vent, domestic hot & cold water, natural gas, and roof drainage.
- Piping for all utilities to 5'-0" outside building. Piping beyond 5'-0" shall be by civil.
- Fire sprinkler system performance specifications (if required). Final design and construction documents shall be by Fire Sprinkler Contractor.
- Assistance to the City to inventory existing equipment that is desired for relocation to the proposed new facility.

This agreement does not include landscape architectural services. It is understood that these services may be provided as a reimbursable expense to the Owner and that the Architect agrees to coordinate the work activity of these consultants.

1. Design Development Phase:

- 1.1. Facilitate one (1) meeting with Owner and Engineering Consultants to develop Design Development Documents.
- 1.2. Prepare and submit Design Development Documents in PDF format including drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and other documents illustrating the scale and relationship of Project components for approval by the Owner. Components to include:
 - 1.2.1. Site Plan, Grading Plan, Paving Layouts, Lighting, Signage, and Utilities Plan.
 - 1.2.2. Floor Plans, Exterior Elevations, Building Sections, Wall Sections, Interior Elevations, Casework and Millwork Elevations, Finish Schedule, Door, and Window Schedule.
 - 1.2.3. Structural, Electrical, Mechanical, Plumbing, any Fire Protection Plans required.
 - 1.2.4. Updates to the preliminary estimate of Probable Construction Cost and Schedule.
- 1.3. Facilitate a review meeting of Design Development Documents with Owner.

2. Construction Documents Phase:

- 2.1. Prepare and submit 50% and 90% complete Construction Documents in PDF format consisting of Drawings, Specifications and Updated Cost Estimate for review by the Owner.
- 2.2. Facilitate a digital review session with Owner and incorporate comments into the final set of Construction Documents.
- 2.3. Assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- 2.4. Prepare 100% complete Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project for approval by the owner.
- 2.5. Assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3. Bidding or Negotiation Phase:

- 3.1. Assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- 3.2. Reproduce and distribute bid sets to interested bidders, plan houses, etc. Keep a record of Plan Holder list.
- 3.3. Chair pre-bid meeting and attend Bid Opening.
- 3.4. Respond in writing to questions from bidders and prepare addenda as necessary.

4. Construction Phase-Administration of the Construction Contract:

- 4.1. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- 4.2. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 4.3. The Architect and the Engineers shall visit the site to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
 - 4.3.1. The Architect shall visit the site and attend construction meetings at least once each month with a maximum of twelve (12) site visits over the duration of the project that include the punch list and one punch list backcheck. The Architect will be compensated for site visits in excess of this number as additional services.
 - 4.3.2. The Architect is not responsible for sequencing, means, and methods of construction or job site safety.
- 4.4. The Architect shall review and certify the amounts due to the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as noted above and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents.
- 4.5. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

- 4.6. The Architect shall prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work for the Owner's approval and execution in accordance with the Contract Documents.
- 4.7. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.
- 4.8. The Architect shall issue, review and forward to the Owner closeout submittals, records, written warranties and related documents required by the Contract Documents from the Contractor for completeness and forward to the Owner.
- 4.9. The Architect shall provide support services as needed during project closeout process.

SERVICES NOT INCLUDED

This agreement does not include the following services. It is understood that these services shall be provided by the Owner and that the Architect agrees to coordinate the work activity of these Consultants.

- Permits and fees
- Landscape architecture services
- Geotechnical services and reports
- Material and quality control testing
- Energy modeling services
- Audio/visual design services
- Furniture, Fixture, Equipment Design
- LEED certification services
- Design and Specification of owner provided items
- Discovery or removal procedures for hazardous waste, subsurface debris, wells, underground tanks, federally-listed species or archeological artifacts.
- Commissioning services
- Value Engineering Services after bidding/procurement period

BASIC COMPENSATION – FIXED FEE

For the services as described, compensation shall be a fixed fee of **Three Hundred Twenty Thousand Six Hundred Ten Dollars and 00/100 dollars (\$320,610.00)**, plus reimbursable expenses:

Progress payments for services in each phase shall total the following percentages of the total compensation payable:

Design Development Phase	\$ 89,771.00
Construction Documents Phase	\$ 102,595.00
Bidding or Negotiation Phase	\$ 9,619.00
Construction Phase	\$ 102,595.00
Closeout	\$ 16,030.00
Total Compensation	\$ 320,610.00

Travel Allowance

Allowance provided for travel time to and from the site is included in the basic compensation amount based on the anticipated trips listed by the architect and consultants below

Architect

- Design phase trips (1)
- Construction administration trips (10)
- Punch list and punch list backcheck trips (2)

Civil

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Structural Engineer

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Electrical Engineering

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Mechanical Engineering

- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Design Service Allowance Limit

Allowance will be agreed to and approved via amendment by the architect and owner prior to proceeding with services.

Landscape Architecture Design Allowance	\$	6,000.00
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PAYMENT

Invoices will be issued monthly and are payable within thirty (30) days of the date of invoice. An interest rate of one percent (1.0%) per month will be payable on any amount not paid within this time period. Attorney's fees and any other costs incurred in collecting delinquent accounts shall be paid by Owner.

LOMBARD-CONRAD will invoice professional fees monthly, on a percent complete basis throughout the project term.

REIMBURSABLE EXPENSES

For reimbursable expenses, as described below, and any other items included as reimbursable expenses, a multiple of one point one (1.1) times the expenses incurred by the Architect, the Architect's employees and Consultants directly related to the project.

Normal reimbursable expenses include, but are not limited to, blueprinting and other reproduction expense, postage/shipping costs; photography; long distance phone/fax, meals, travel, and mileage at \$.75/mile.

COMPENSATION FOR ADDITIONAL SERVICES

Additional services, if requested by the Owner, will be performed on a stipulated sum or current hourly rate basis, as agreed to in writing by both parties prior to initiating the additional services. For additional services of the Architect on an hourly basis compensation shall be computed as follows:

2024 Hourly Billing Rates

Architectural Hourly Billing Rates

Principal	\$195
Architect	\$175
Interior Designer	\$130
Project Manager	\$125
Senior BIM Tech	\$115
BIM Tech	\$ 90
Emerging Professional	\$105
Student Intern	\$ 60
Word Processing	\$ 75

Civil Engineering Hourly Billing Rates

Principal Engineer	\$130
Professional Engineer	\$120
Project Manager / Designer	\$120
Engineer-In-Training	\$90
Clerical	\$65
Drafting/CADD	\$90
Professional Land Surveyor	\$130
Crew Chief	\$90
1 Man Survey Crew	\$130
2 Man Survey Crew	\$200
3 Man Survey Crew	\$210
Intern Drafting/CADD	\$60

Mechanical Engineering Hourly Billing Rates

Principal	\$190
Associate	\$170
Commissioning Agent	\$165
Energy Modeling	\$165
Senior Project Engineer	\$165

Project Manager	\$150
Project Engineer	\$110
Senior Project Designer	\$110
Project Designer	\$100
CADD Operator	\$90
Administrative Assistant	\$80

Electrical Engineering Hourly Billing Rates

Principal	\$186
Senior Electrical Engineer	\$171
Electrical Engineer I	\$142
Electrical Engineer II	\$127
Electrical Engineer III	\$100
Project Manager	\$154
Electrical Designer	\$100
Production Manager	\$141
Senior Drafter	\$116
Drafter I	\$105
Drafter II	\$82
Drafter III	\$69
Office Administrator	\$90
Clerical	\$63

Structural Engineering Hourly Billing Rates

Structural Director / Principal	\$250
Structural Associate Director	\$200
Structural Senior Project Manager	\$180
Structural Project Manager	\$160
Structural Project Engineer	\$150
Structural Senior Designer	\$150
Structural Designer	\$135
Structural Intern	\$110
Structural Drafting Manager	\$170
Structural Drafting Assistant Manager	\$150
Structural Drafting Senior Designer	\$150
Structural Drafting Senior Virtual Design Coordinator	\$140
Structural Drafting Designer	\$140
Structural Drafting Virtual Design Coordinator	\$130
Structural Drafting Technician	\$120
Office/Administrative Support	\$90

The rates for services of the Architects and the Architect's Consultants are applicable in the calendar year noted above. Positions and hourly rates are subject to review and adjustment annually.

For additional services of Consultants, including additional structural, mechanical and electrical engineering services, a multiple of one-point-one (1.1) times the amounts billed to the Architect for such services will be billed.

If this proposal meets with your approval we will be glad to suggest a formal contract for these services. We look forward to working with you to meet your goals for your project.

Sincerely,
LOMBARD CONRAD ARCHITECTS, INC.



Mark Heazle, AIA, NCARB
Partner

LOMBARD
CONRAD
ARCHITECTS

To: Cody Riddle
Deputy City Supervisor, Community Development
City of Moscow – Community Development
504 S. Washington Street
Moscow, Idaho 83843

Amendment No: Two
Date: April 21, 2025

In accordance with the Agreement dated: April 2nd, 2024

Between the Owner City of Moscow
206 E. 3rd Street
Moscow, Idaho 83843

And the Architect: Lombard Conrad Architects, Inc.
472 W. Washington St.
Boise, Idaho 83702

for the project: **MOSCOW CITY SHOP FACILITY
AMENDMENT # 2
L/C PROJECT NO. 24000-01**

Authorization is requested:

- to proceed with Additional Services or a Change in Services as listed below
- to incur Additional Reimbursable Expenses

Scope of Additional Services:

PROJECT DESCRIPTION

There are no exterior or site improvements planned as part of these additional services. Any site coordination or exterior improvements will be coordinated through the existing cladding package or the site drawings included in the new shop building package.

The existing shop building tenant improvement will renovate a small portion of a roughly 20,000 square foot, 2-story, pre-engineered metal building (PEMB). The existing second floor includes both enclosed rooms and mezzanine space. The building is non-sprinkled and the City has requested that the building remain non-sprinkled. The tenant improvement includes the demolition and renovation of approximately 3,750 square feet of first floor space, the demolition of approximately 650 square feet of second floor space, and infill floor/ceiling framing of approximately 1,300 square feet.

The existing interior wall and floor/ceiling construction is wood light frame. It is planned for the new construction to be a combination of load bearing wood light frame construction and light gauge metal infill framing.

It is assumed that the delivery method will be Design / Bid / Build.

SCOPE OF SERVICES

Services consist of those described below and include normal architectural, structural, mechanical, and electrical services consistent with a tenant improvement.

Basic Architectural Design Services

- Architectural design of a 3,750 square foot interior space.
- Management of Permit Review Process
- Solicitation of Bids

Basic Structural Design Services

Services provided by LOCHSA Engineering

- Mezzanine floor/ceiling infill of roughly 1,300 square feet.
- Reframing of stair that faces the vehicle bays.
- Verify existing lateral shear wall system for coordination with infill framing. It is assumed that existing wall framing can be used.

Basic Electrical Design Services

Services provided by Eidam and Associates

- Review and document existing electrical conditions of the existing maintenance facility.
- Provide electrical engineering services for proposed office renovations for certain portions of the existing facility as identified in attached concept documents.
- Provide electrical engineering services to replace all existing electrical panelboards and distribution equipment throughout the existing building.
- Provide electrical engineering services to add electric vehicle charging capacities and equipment into the existing shop.
- Design assistance to present proposed engineering solutions to the Owner.
- Power distribution design and analysis including load, short circuit, and voltage drop calculations, specification of electrical distribution materials, layout and circuiting of electrical connections, and panelboard sizing and placement.
- Lighting system design including photometric analysis, specification of lighting fixtures, control devices, circuit connections, control connections, energy code compliance, lighting control systems design, and emergency lighting system design.
- Low-voltage system design for network communications systems, security video systems, and access control systems.

Basic Mechanical Design Services

Services provided by Musgrove Engineering

- Demolition plans
- Heating, ventilating, and air conditioning systems.
- Exhaust and make-up-air systems.
- Plumbing systems, including waste & vent, domestic hot & cold water, natural gas, and roof drainage.

1. Design Development Phase:

- 1.1. Facilitate one (1) meeting with Owner and Engineering Consultants to develop Design Development Documents. Meeting to occur during an on-site construction site visit for the new shop building.

- 1.2. Prepare and submit Design Development Documents in PDF format including drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and other documents illustrating the scale and relationship of Project components for approval by the Owner. Components to include:
 - 1.2.1. Floor Plans, Interior Elevations, Casework and Millwork Elevations, Finish Schedule, Door, and Window Schedule.
 - 1.2.2. Structural, Electrical, Mechanical, Plumbing.
 - 1.2.3. Updates to the preliminary estimate are planned to be completed by either a third party consultant contracted by the owner or a contractor.
 - 1.3. Facilitate a review meeting of Design Development Documents with Owner.
- 2. Construction Documents Phase:**
- 2.1. Prepare and submit 50% and 90% complete Construction Documents in PDF format consisting of Drawings and Specifications.
 - 2.2. Facilitate a digital review session with Owner and incorporate comments into the final set of Construction Documents.
 - 2.3. Assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
 - 2.4. Prepare 100% complete Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project for approval by the owner.
 - 2.5. Assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
 - 2.6. Updates to the preliminary estimate are planned to be completed by either a third party consultant contracted by the owner or a contractor.
- 3. Bidding or Negotiation Phase:**
- 3.1. Assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
 - 3.2. Reproduce and distribute bid sets to interested bidders, plan houses, etc. Keep a record of Plan Holder list.
 - 3.3. Chair pre-bid meeting and attend Bid Opening.
 - 3.4. Respond in writing to questions from bidders and prepare addenda as necessary.
- 4. Construction Phase-Administration of the Construction Contract:**

- 4.1. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- 4.2. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 4.3. The Architect and the Engineers shall visit the site to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
 - 4.3.1. The Architect shall visit the site and attend construction meetings at the request of the owner but not more than once a month. The architect will complete one punch list and one punch list backcheck. Site visits are not part of the amended services amount and will be invoiced as a per trip reimbursable expense based on the amounts listed in this amendment.
 - 4.3.2. The Architect is not responsible for sequencing, means, and methods of construction or job site safety.
- 4.4. The Architect shall review and certify the amounts due to the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as noted above and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents.
- 4.5. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- 4.6. The Architect shall prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work for the Owner's approval and execution in accordance with the Contract Documents.
- 4.7. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.
- 4.8. The Architect shall issue, review and forward to the Owner closeout submittals, records, written warranties and related documents required by the Contract Documents from the Contractor for completeness and forward to the Owner.
- 4.9. The Architect shall provide support services as needed during project closeout process.

SERVICES NOT INCLUDED

This agreement does not include the following services. It is understood that these services shall be provided by the Owner and that the Architect agrees to coordinate the work activity of these Consultants.

- Permits and fees
- Geotechnical services and reports
- Material and quality control testing
- Furniture, Fixture, Equipment Design
- LEED certification services
- Design and Specification of owner provided items
- Discovery or removal procedures for hazardous waste, subsurface debris, wells, underground tanks, federally-listed species or archeological artifacts.
- Commissioning services
- Value Engineering Services after bidding/procurement period

Construction Site Visit Per Trip Reimbursable Costs

In person construction phase site visits are not included in the amendment amount. In person construction phase site visits will be submitted as a reimbursable expense for both labor hours and travel expenses. (Virtual design and construction meetings are included in the amendment amount, as needed, to facilitate the design and construction process.)

Anticipated Site Visits:

Structural: 1 Construction Site Visit

Architectural: 3 Construction Site Visits, 1 Punch List

Mechanical: 1 Construction Site Visits, 1 Punch List

Electrical: 2 Construction Site Visits, 1 Punch List

Total: 10 Trips \$24,350

The following adjustments shall be made to compensation and time:

Compensation:

Current fee of \$343,241.00 to be increased by \$70,102.00 for a new total fee of \$413,343.00

Time:

Not applicable

SUBMITTED BY:
LOMBARD CONRAD ARCHITECTS, INC.



Matt Geserick, NCARB, AIA
Principal




AGREED TO:
City of Moscow

Signature

Date

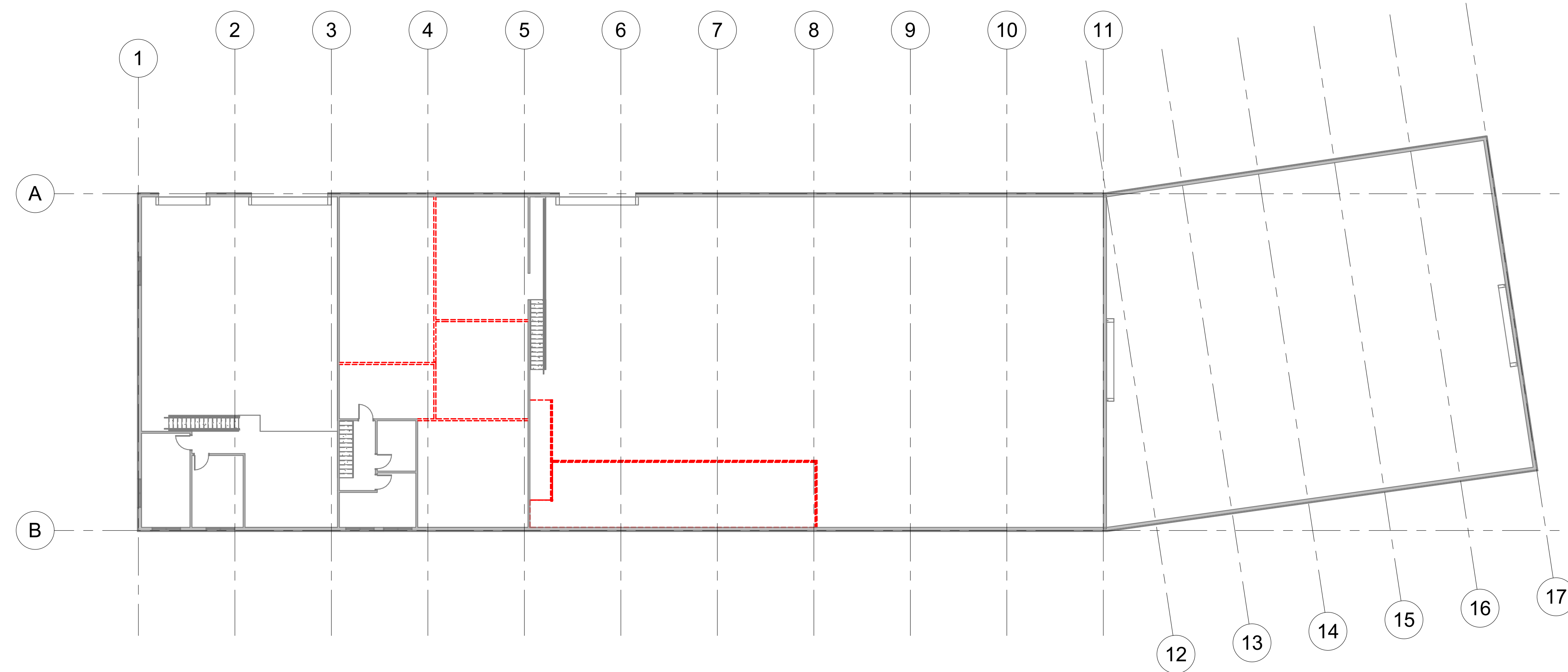
Printed Name & Title

LEGEND

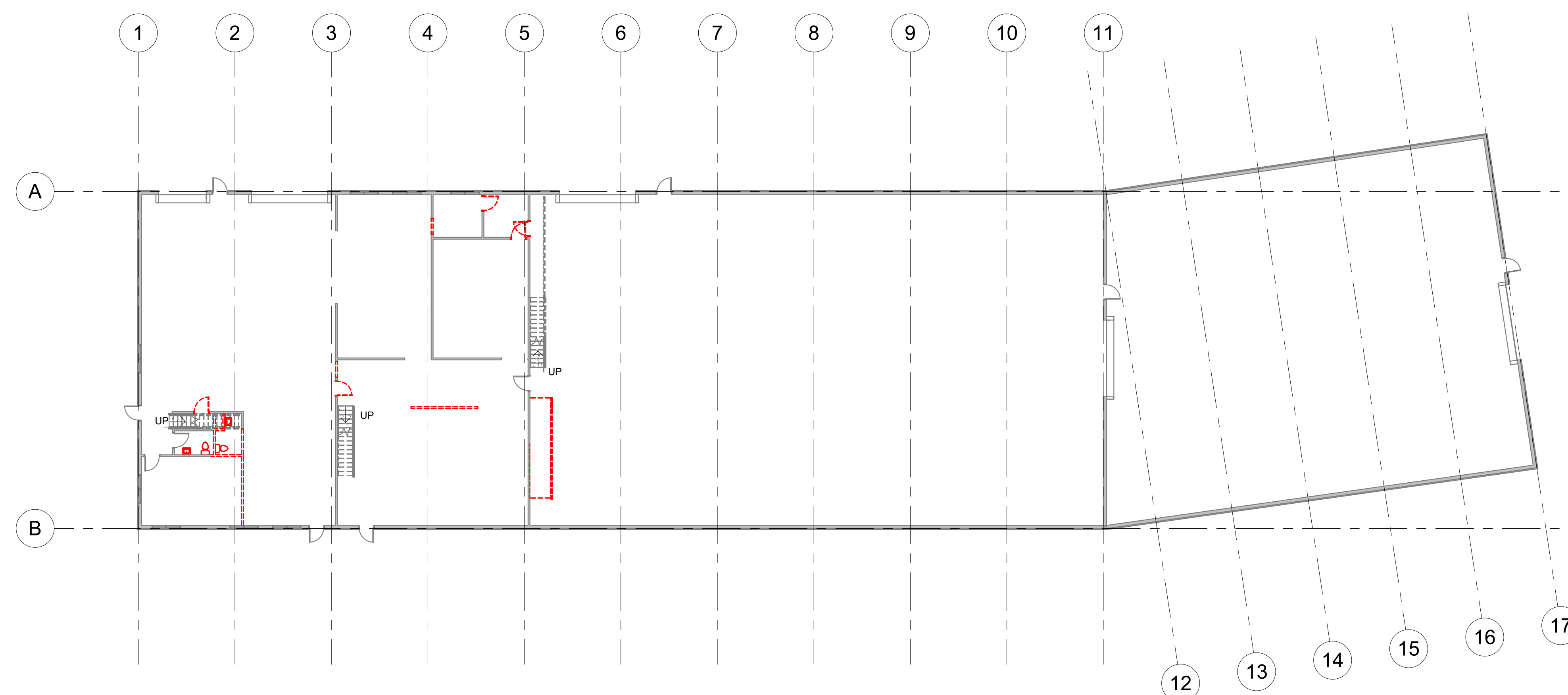
-  EXISTING STRUCTURE TO REMAIN.
PROTECT DURING CONSTRUCTION
-  WALL TO BE DEMOLISHED.
-  DOOR TO BE DEMOLISHED.

GENERAL DEMOLITION NOTES

1. PROTECT EXISTING STRUCTURE DURING CONSTRUCTION.
2. OVERHEAD DOORS, DOORS, AND WINDOWS ARE EXISTING TO REMAIN.
PROTECT DURING CONSTRUCTION AS INDICATED ON PLANS



C2 DEMOLITION FLOOR 2 PLAN
1/16" = 1'-0"



E2 DEMOLITION FLOOR 1 PLAN
1/16" = 1'-0"

DEMOLITION FLOOR 1 PLAN

MRK DATE DESCRIPTION

JOB NO.: 24000.01
DATE: 09/XX/24
DRAWN BY: BC
CHECKED BY: MG

PHASE: -

**DEMOLITION
PLANS**

SHEET NO.

A1.0

GENERAL NOTES

1. EXTERIOR DIMENSIONS ARE TO ROUGH OPENING, CENTERLINE OF COLUMN OR FACE OF FOUNDATION UNLESS OTHERWISE NOTED. SEE WALL SECTIONS FOR RELATIONSHIP OF FRAMING / FINISHES TO FACE OF FOUNDATION.
2. REFER TO WALL SECTIONS FOR EXTERIOR WALL REQUIREMENTS.

LEGEND

— EXISTING TO REMAIN

KEYNOTES

LOMBARD CONRAD ARCHITECTS

ARCHITECTURE | PLANNING
INTERIOR DESIGN

472 W. Washington St. | Boise, ID 83702
P 208.344.8277 | F 208.344.8102

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STAMP:

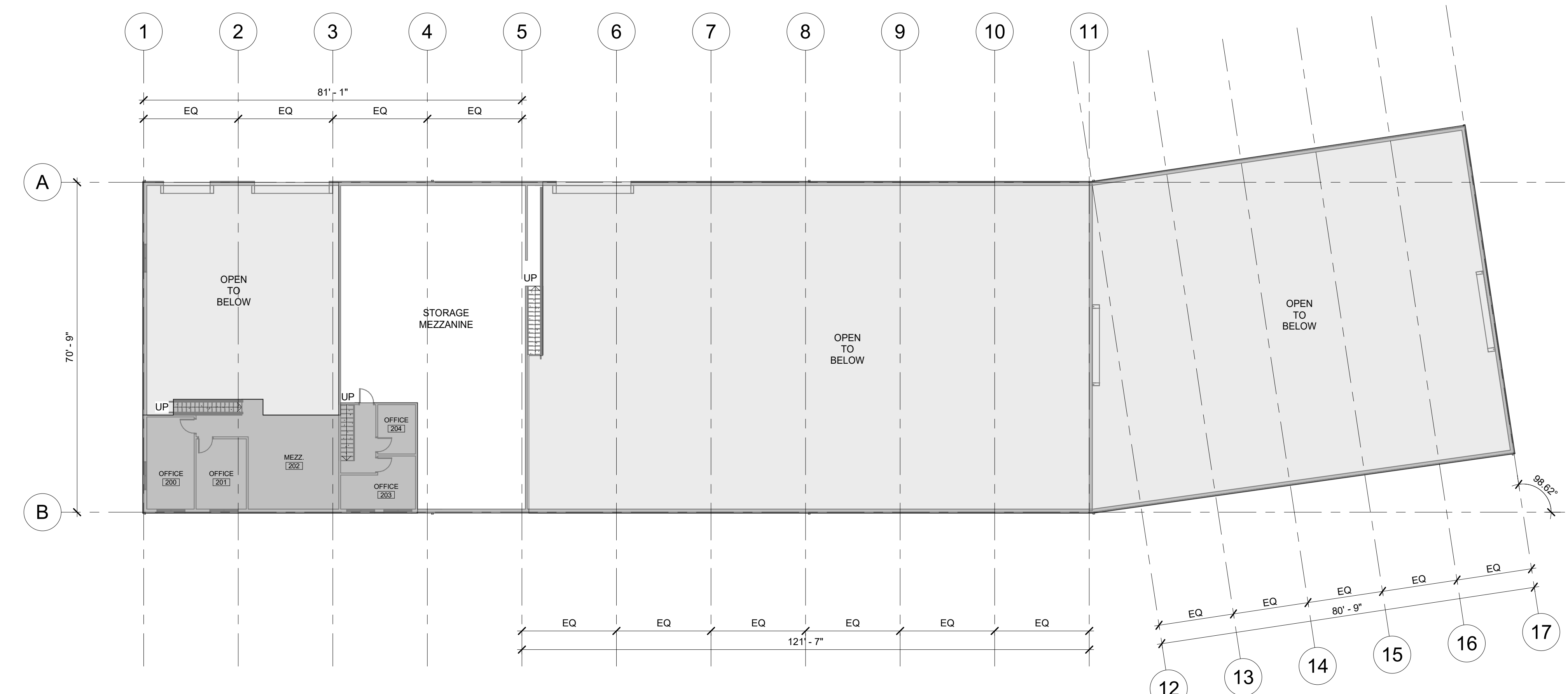
PRELIMINARY - NOT FOR CONSTRUCTION

MOSCOW CITY SHOP EXISTING BUILDING INTERIOR UPDATES

CITY OF MOSCOW

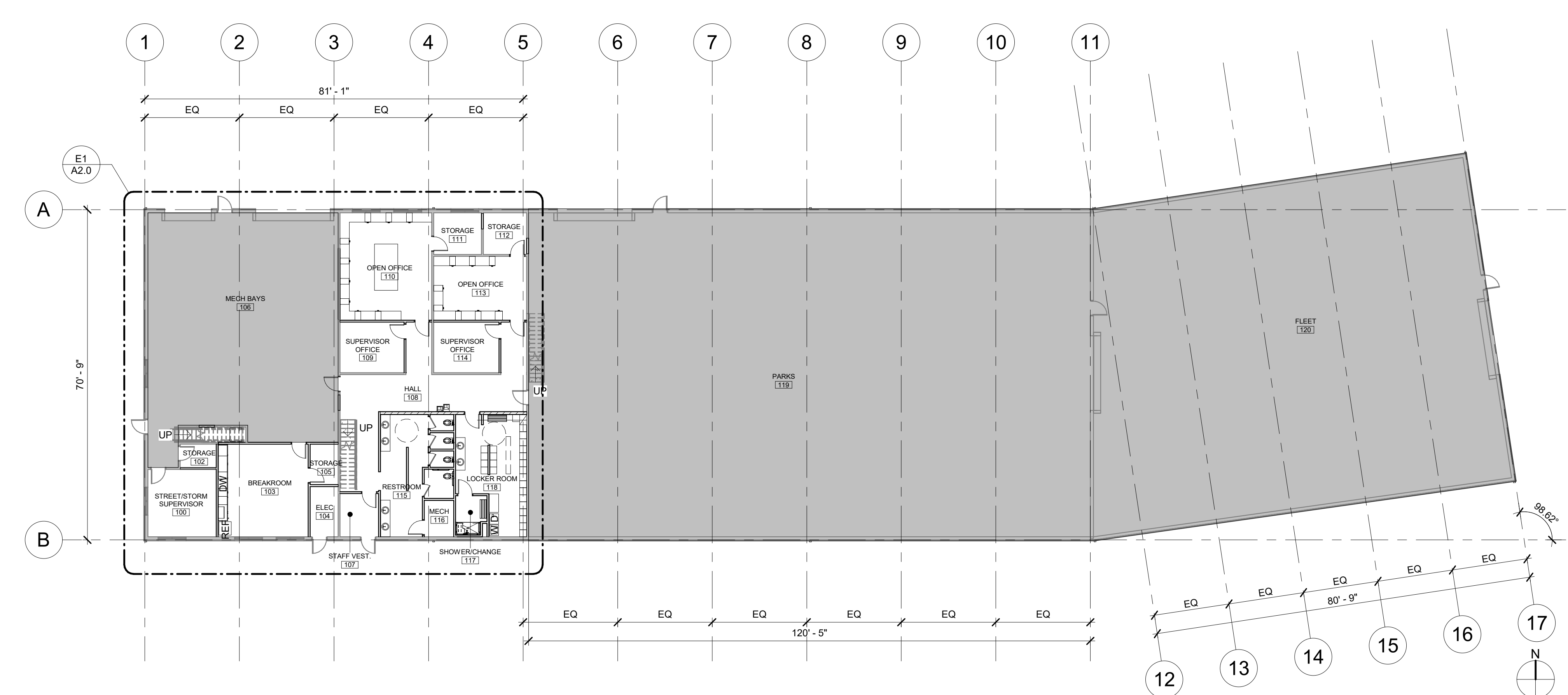
CONSULTANTS:

ELECTRICAL ENGINEER
EIDAM AND ASSOCIATES
291 E SHORE DR., SUITE 210
EAGLE, IDAHO 83616
(208) 345-7127



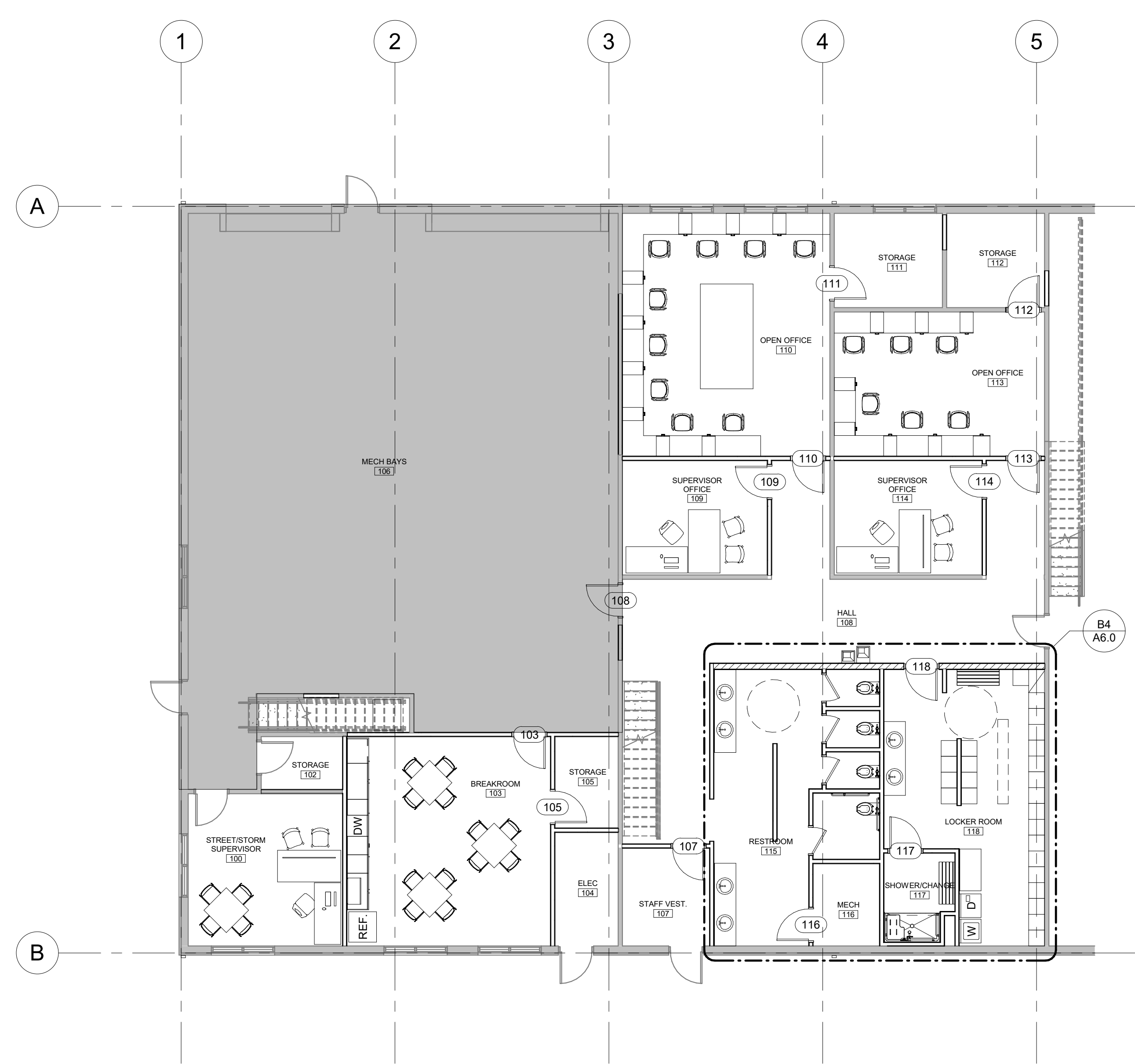
C2 FLOOR 2 - OVERALL
1/16" = 1'-0"

FLOOR 2 PLAN



E2 FLOOR 1 - OVERALL
1/16" = 1'-0"

FLOOR 1 PLAN



E1 FLOOR 1 - AREA A NEW
1/16" = 1'-0"

MARK	DATE	DESCRIPTION

JOB NO.: 24000.01
DATE: 03/10/2025
DRAWN BY: EC
CHECKED BY: MG

PHASE: _____

FLOOR PLANS

SHEET NO.

A2.0

6/22/2025 10:25:36 AM C:\Users\church\Documents\24000-01 Moscow City Shop Existing Interior_Central_V23_bchurch\DWG\F21.rvt

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 9, 2025



AGENDA ITEM TITLE

COAST Public Transit Services Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Council on Aging & Human Services (COA), operating public transit services as COAST, is proposing to initiate a regional public transit service between the cities of Colfax, Albion, Pullman, and Moscow. They have received grant funding to initiate the service and are seeking the required local match funding from regional entities. The Port of Whitman recently committed \$40,000 in funding, and COAST has received funding commitments from the Pullman Downtown Association, Colfax Thrifty Grandmothers, Kiwanis Club of Colfax, Colfax Downtown Association, and Colfax Chamber of Commerce. On May 5, 2025, the City Council committed to contribute \$5,000 toward this service to provide access to a matching funding commitment of up to \$5,000 from Avista Corporation. Staff has prepared a services agreement with COAST to document the services the City would receive in exchange for the \$5,000 financial commitment.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the services agreement with the Council on Aging & Human Services (dba COAST), or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the services agreement with the Council on Aging & Human Services (dba COAST)

OTHER RESOURCES

FISCAL IMPACT

\$5,000 from Legislative non-prioritized projects line item 101-010-670-16

PERSONNEL IMPACT

ATTACHMENTS

1. Agreement with Council on Aging_clean draft

**AGREEMENT FOR TRANSPORTATION SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
THE COUNCIL ON AGING & HUMAN SERVICES**

AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND THE COUNCIL ON AGING & HUMAN SERVICES (hereinafter “Agreement”) is made and entered into this _____ day of _____, 2025, 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 The Council on Aging & Human Services, a non-profit corporation for the State of Washington, PO Box 107, Colfax, Washington, 99111 (hereinafter “COA”).

WHEREAS, CITY desires to provide public transportation to the citizens of Moscow; and

WHEREAS, COA is a 501c3 non-profit corporation that provides transportation services to community members to connect them with crucial resources, which includes routes that go to Colfax, Washington; Albion, Washington; Pullman, Washington; and Moscow, Idaho; and

WHEREAS, CITY wishes to collaborate with COA by providing a one-time compensation to assist COA with continuing to provide public transportation to the citizens of Moscow to connect them with crucial services located outside of Moscow as described herein;

NOW, THEREFORE, the Parties to this Agreement, for and in consideration of the mutual covenants, promises, and stipulations contained herein, agree that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and as follows:

SECTION 1: SCOPE OF SERVICES AND COA RESPONSIBILITIES

- A. COA shall operate free public transit services for the term of this Agreement. COA shall provide two (2) fare-free routes utilizing fourteen (14) to eighteen (18) passenger ADA accessible vehicles Monday through Saturday, from the hours of 6:00 a.m. to 7:00 p.m. One route will go between Colfax, Washington; Albion, Washington; and Pullman, Washington. The other route will go between Moscow, Idaho and Pullman, Washington with stops in Moscow to include the Palouse Place aka Palouse Mall, Disability Action Center, Rosauers, CHAS Latah Medical Clinic, Gritman Medical Center, and Eastside Marketplace in Moscow, Idaho.
- B. COA shall provide all personnel, equipment, insurance, and all other requirements needed to provide the services described herein.
- C. COA shall provide an annual written report of ridership and services provided. Such report shall be provided to CITY by February 15 of every year with the first report due February 15, 2026.

SECTION 2: CITY RESPONSIBILITIES

CITY shall provide COA with a one (1) time payment of Five Thousand Dollars (\$5,000) in exchange for the services contemplated herein to be provided for a two (2) year Term. CITY shall provide said payment to COA by July 1, 2025.

SECTION 3: TERM

This Agreement shall be in effect for two (2) years beginning July 1, 2025, and ending June 30, 2027.

SECTION 4: TERMINATION

This Agreement may be terminated by CITY upon thirty (30) days' written notice, should COA fail to substantially perform in accordance with its terms of this Agreement through no fault of CITY. COA may terminate this Agreement with ninety (90) days' written notice and be responsible for reimbursing CITY a pro rata amount for early termination, such amount shall be agreed upon by the Parties.

SECTION 5: INDEPENDENT CONTRACTOR

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

SECTION 6: NO SEPARATE ENTITY CREATED AND NO JOINT VENTURE

Nothing herein contained shall be in any way construed as expressing or implying that the Parties hereto have created a separate legal entity, joined together in any joint venture, partnership, agency relationship or liability company or in any manner have agreed to or are contemplating the sharing of profits or losses among themselves in relation to any matter relating to this Agreement.

SECTION 7: INSURANCE AND LIABILITY

- A. COA shall maintain and furnish CITY with certificates of insurance and shall cause CITY to be named as an additional insured under said policies for the following insurance requirements:
1. Worker's compensation and employer's liability insurance as required by the State of Idaho;
 2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars (\$1,000,000) combined single limits; and

3. Comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate.

B. COA 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 COA's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, COA shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of COA's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

SECTION 8: CONFLICT OF INTEREST

COA covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the services which would conflict in any manner or degree with the performance of services hereunder. COA 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, COA shall immediately disclose such conflict to CITY.

SECTION 9: ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

SECTION 10: LICENSES AND ADHERENCE TO LAW REQUIRED

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

Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, COA certifies that it is not currently owned or operated by the government of China and will not for the duration of the

Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, COA certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activity.

SECTION 11: NON-DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability or genetic information, age (40 and older), marital or familial status, sexual orientation, and or gender expression or identity. COA shall not discriminate against any employee or applicant for employment. COA'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. COA agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this Non-Discrimination Section.

SECTION 12: ATTORNEY 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 suit.

SECTION 13: JURISDICTION, VENUE, AND NON-WAIVER

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

SECTION 14: BINDING OF SUCCESSORS

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

SECTION 15: NOTICE

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

COA

Council on Aging & Human Services
Executive Director
Po Box 107
Colfax, WA 99111

CITY

City of Moscow
City Clerk
PO Box 9203
Moscow, ID 83843

SECTION 16: NON-APPROPRIATION

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

SECTION 17: SEVERABILITY

The terms of this Agreement shall be deemed severable. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement.

SECTION 18: HEADINGS, CAPTIONS AND TITLES

Headings, captions, and titles of sections of this Agreement are for the convenience of reference only, and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the construction of any provision of this Agreement.

SECTION 19: 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 the penalty of perjury pursuant to the law of the State of Idaho. This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If the Parties sign this document utilizing an electronic signature, the Parties understand that this electronic signature is valid and binding to the same force and effect as a handwritten signature. If electronic signatures are utilized, the acknowledgement before a notary is not required.

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

