Lewiston City Council
REGULAR MEETING AGENDA
December 23, 2024 - 6:00 PM
Lewiston City Library – Second Floor Event Space – 411 D Street
Lewiston, Idaho 83501

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on agenda items or other items they wish to bring to the attention of the Council. Citizens are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, please limit your remarks to three minutes.

IV. CONSENT AGENDA

All items on the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion on these issues unless a councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under "Items Moved from the Consent Agenda".

A. CITY COUNCIL MINUTES: Considering approval of the minutes of the following meetings:12/2/2024 Work Session; 12/9/2024 Executive and 12/9/2024 Regular - Action Item

B. ADVISORY BOARD AND COMMISSION MINUTES: Accepting the minutes of the 11/7/2024 and 11/14/2024 Historic Preservation Commission meetings - Action Item

C. VOUCHER'S PAYABLE: Considering approval of the Voucher's Payable dated 11/28/2024 - 12/12/2024 in the amount of $2,809,921.64 - Action Item

V. ACTIVE AGENDA

A. RESOLUTION 2024-50: Considering approval of the Lease Agreement between the City of Lewiston and the LC Valley Youth Resource Center, Inc. to lease real property commonly known as "East End Park" to allow the LC Valley Youth Resource Center, Inc. to develop, operate, and maintain a transitional housing village for young adults - Action Item (City Attorney Tengono)

B. IFB-24-021 LIBRARY LIGHTING UPGRADES: Considering awarding the Base Bid and Add Alternate 1 for IFB-24-021 Library Lighting Upgrades to CnC Electric, LLC for a total of $222,575 and authorizing the Mayor to execute the contract - Action Item (Parks & Recreation Facilities Maintenance Supervisor Warren)

C. **RESOLUTION 2024-49:** Considering a resolution declaring items of City property to be surplus and authorizing the Purchasing Division to trade-in the specified surplus property on an "as is, no warranty or guarantee" basis, in exchange for a credit to be applied toward the purchase of new property of a similar nature. - Action Item (Fire Chief Rightmier)

D. **RECOMMENDED PROCESS FOR CITY COUNCIL VACANCY:** Considering approval of the Mayor's recommended process for reviewing applications for the City Council vacancy pursuant to Lewiston City Code Section 2-25 (b) - Action Item (Mayor Johnson)

E. **RESOLUTION 2024-43:** Considering approving the July 2024 "Thain Road Corridor and Access Study" drafted by Kittelson & Associates, Inc. - Action Item (Public Works Director Johnson)

F. **RESOLUTION 2024-51:** Considering approving an amendment to the Yard Waste and Biosolids Contracts with Latah Sanitation, Inc., dba Clearwater Composting, to extend the contract termination date from December 31, 2024, to December 31, 2029. - Action Item (Public Works Director Johnson)

G. **CM/GC DOWNTOWN TRANSMISSION MAIN REPLACEMENT (WR600) PHASE II CONSTRUCTION PRICE AMENDMENT:** Considering approving an amendment to the Construction Manager-General Contractor Phase 1 Preconstruction Phase Services agreement with the Kenaston-Leone & Keeble Group in the amount of $3,200,000 - Action Item (Public Works Director Johnson)

H. **ORDINANCES**

1. **FIRST READING**

a. **ORDINANCE 4934:** Considering enacting Article V to Chapter 36 of the Lewiston City Code which establishes regulations governing discharge to the City's stormwater drainage system in compliance with the requirements of the National Pollutant Discharge Elimination System Phase II Municipal Separate Storm Sewer System permit - Action Item (Public Works Director Johnson)

VI. **ITEMS MOVED FROM THE CONSENT AGENDA** - Action Item

VII. **UNFINISHED AND NEW BUSINESS**

A. **CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**

C. **ADVISORY BOARD AND COMMISSION APPOINTMENTS**

1. **EMERGENCY MEDICAL SERVICES ADVISORY BOARD:** Considering appointing Chris Jacks to a four (4) year term - Action Item

D. **MAYOR COMMENTS**

E. AGENDA TOPICS: - Action Item

VIII. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact Nikki Province, ADA Coordinator, at least forty-eight (48) hours in advance of the meeting at 208-746-3671 x 6211.

December 2, 2024

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Work Session at the Bell Building Second Floor Conference Room at 215 D Street. Council President Kleeburg called the meeting to order at 3:01 PM.

I. CALL TO ORDER

COUNCILORS PRESENT: Council President Kleeburg; Councilor Forsmann; Councilor Klein; Councilor Schroeder; Councilor Spickelmire.

COUNCILORS EXCUSED: Mayor Johnson; Councilor Liedkie.

II. PLEDGE OF ALLEGIANCE

Council President Kleeburg led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Bill Furstenau, a resident of Lewiston, spoke against allowing shipping containers and encouraged the Council to go with Option 1, take no action and enforce, from the staff memo.

Penny Barbee, a resident of Lewiston, also spoke against allowing shipping containers and questioned why it had not been enforced.

IV. DISCUSSION ITEMS

Please note that identifying an item as an "Action Item" does not require the City Council to vote on that item.

A. FINAL MAIN STREET UPDATE: A final update regarding the Main Street "Reimagine Downtown Lewiston" project from Welch Comer & Associates, Inc. - Action Item (Public Works Director Johnson)

Public Works Director Johnson introduced Phil Boyd of Welch Comer & Associates, Inc., who provided a final update on the design process, schedule, and public engagement feedback for the Reimagine Downtown Lewiston project.

Mr. Boyd informed the City Council that the total estimated project cost is $37.7 million, to be implemented in two phases, and emphasized the benefits of completing the project as a single bond-funded initiative rather than smaller, fragmented projects. The bond proposal is designed to avoid increasing

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property taxes. Next steps include confirming the project scope and developing a funding plan, with the goal of finalizing these ahead of a bond election in May.

B. **SHIPPING CONTAINERS:** Continued discussion and possible direction regarding city code enforcement and potential amendments to Lewiston City Code related to the prohibition of shipping containers as buildings in most zoning districts - Action Item (Community Development Director Grow)

Community Development Director Grow provided a summary of the background on shipping containers and reviewed four options for Council consideration:

1. Take no action and enforce current regulations.
2. Amend city code to allow shipping containers in all zones.
3. Amend city code to allow them in additional, but not all, zones.
4. Amend city code to prohibit them in all zones.

After reviewing the options, Councilor Klein moved, with a second from Council President Kleeburg, to select option 2, to amend City Code to allow shipping containers in all zoning districts. The motion carried 4-1 with Councilor Schroeder opposed.

C. **OPIOID SETTLEMENT FUNDING TASK FORCE:** A presentation on the establishment of a Task Force and Grant Program for Opioid Settlement fund allocation - Action Item (Grant Manager Rose)

Grant Manager Rose provided an update on opioid funding and the establishment of a task force. She reported $484,000 is currently available for the program, with an additional $1.2 million to be received over the next 18 years. The program has been identified as the most effective approach, and a task force has been assembled, including representatives from CHAS Health, Idaho Department of Corrections, St. Joseph's Regional Medical Center, Union Gospel Mission (UGM), and Public Health - Idaho North Central District.

The task force will evaluate applications, with the following proposed timeline:
- January 2025: Application period opens.
- February 28, 2025: Application period concludes.
- March 30, 2025: Project selections are announced.

D. **ENGINEERING DEVELOPMENT CODE UPDATES:** An overview of proposed revisions to Lewiston City Code Sections 31-47 and 31-51 to align with the ADA Transition Plan, enhance development processes, and prioritize strategic frontage improvements - Action Item (Public Works Director Johnson)

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Public Works Director Johnson provided a summary of the updates to City Code Sections 31-46 to 31-52 related to the ADA Transition Plan, which was adopted in 2020. He explained the updates will undergo consultation with the Public Works Advisory Commission (PWAC), Disability Advisory Commission (DAC), and the Legal Department before returning to the City Council for amendments.

Councilor Schroeder excused herself at 4:28 p.m. due to a home emergency.

E. <u>ASSIGNED BUILDING FUND UPDATE</u>: A financial review of appropriations, Council-approved projects, and updates on project costs related to the Assigned Building Fund - Action Item (Finance Director Gordon)

Councilors received an update on the Building Reserve Fund (also known as the Assigned Building Fund), as outlined in City Code Chapter 2, Article VI, Section 2-61, from Finance Director Gordon. Ms. Gordon reported that the fund's beginning balance for fiscal year 2024, as of October 1, 2023, was $6,451,393. The Council approved $974,290 for various projects during the year, of which $592,612 was spent, leaving an unspent balance of $380,000. As a result, the fund's balance at the start of fiscal year 2025 is $5,858,782, with no further requests or expenditures to date.

Councilor Spickelmire requested an update on building maintenance, citing the lack of requests despite an estimated $10 million in needed repairs. He also inquired with Fire Chief Rightmier about the remaining work at the fire stations. Ms. Gordon explained that the potential consolidation of buildings may be delaying progress, while Fire Chief Rightmier noted that a report on remaining fire station projects, estimated at $4.5 million, would be presented to the Council in January.

V. <u>UNFINISHED AND NEW BUSINESS</u>

A. <u>CITY COUNCILOR COMMENTS:</u> Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

Councilor Forsmann extended her prayers and condolences to the family of Stephanie Rudy, whose memorial service was held on Saturday, November 30.

B. <u>CITY BOARDS AND COMMISSIONS LIAISON UPDATES</u>

None.

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C. MAYOR COMMENTS

None.

D. AGENDA TOPICS: Action Item

Councilor Forsmann moved to direct staff to provide an update on the remaining maintenance needs, including a summary of completed updates and outstanding items requiring action. Councilor Spickelmire seconded, and the motion passed 4-0.

VI. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Forsmann and Spickelmire moved and seconded, respectively, to adjourn the December 2, 2024 Work Session. The motion carried 4-0 and the meeting adjourned at 4:58 p.m.

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Daniel G. Johnson, Mayor

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Tanya M. Brocke, City Clerk

December 9, 2024

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Special Meeting Executive Session in the Second Floor Community Room at the Lewiston City Library at 411 D Street. Mayor Johnson called the meeting to order at 5:31 pm.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Council President Kleeburg (Arrived during Executive Session); Councilor Forsmann; Councilor Klein; Councilor Liedkie; Councilor Schroeder (Arrived during Executive Session); Councilor Spickelmire.

II. EXECUTIVE SESSION

At 5:32 p.m., Councilors Forsmann and Spickelmire moved and seconded, respectively, to enter executive session pursuant to Idaho Code § 74-206(1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. ***ROLL CALL VOTE: VOTING AYE: Forsmann; Spickelmire; Liedkie; Klein. VOTING NAY: None. EXCUSED: Kleeburg; Schroeder.***

III. ADJOURNMENT - Action Item

Councilors exited the executive session at 5:50 p.m.

There being no further business to come before the Lewiston City Council, Councilors Liedkie and Schroeder moved and seconded, respectively, to adjourn the December 9, 2024 Executive Session. The motion carried 6-0 and the meeting adjourned at approximately 5:51 p.m.

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Daniel G. Johnson, Mayor

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Tanya M. Brocke, City Clerk

December 9, 2024

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Regular Meeting in the Lewiston Library Second Floor Activity Room at 411 D Street. Mayor Johnson called the meeting to order at 6:00 PM.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Council President Kleeburg; Councilor Forsmann; Councilor Klein; Councilor Liedkie; Councilor Schroeder; Councilor Spickelmire.

II. PLEDGE OF ALLEGIANCE

Fire Chief Rightmier led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Corey Williams, Public Information Officer with the Small Business Administration (SBA) from California, spoke about resources available for those impacted by the Gwen Fire.

Linda Glines, a resident of Lewiston, addressed the Council regarding the Transitional Housing Village project, expressing concerns about the project and a lack of communication. She requested that the Council either allow everyone the opportunity to lease the property or designate it as surplus.

Angela Howard, a resident of Lewiston, voiced concerns about the Transitional Housing Village project and raised questions about the lease agreement.

Mike Bann, a resident of Lewiston, echoed concerns expressed by Ms. Glines and Ms. Howard. He requested that the Council place a hold on the lease until it is determined whether the property should be listed or sold.

Jennifer Squires, a resident of Lewiston, requested that East End Park be restored to its former condition and suggested relocating old equipment from Pioneer Park to East End Park. She also expressed support for the firefighters.

Rick Glines, a resident of Lewiston, raised concerns about East End Park being neglected. He urged the Council not to lease the land but to sell it instead.

Bob Blakey, a resident of Lewiston, thanked the Utility Billing Department for notifying him of excessive water usage, which helped him identify a water leak. He

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also spoke in support of Firefighters Humphrey and Funk.

Amy Larson, a resident of Lewiston, expressed support for the firefighters and encouraged the Council to support contract negotiations.

Angela Howard spoke again, expressing appreciation for the firefighters.

IV. PRESENTATIONS

A. PROMOTIONAL BADGE PINNING'S: Recognition and pinning for the promotion of Engineer Ryan Humphrey to the rank of Captain and Firefighter Henry Funk to the rank of Engineer (Fire Chief Rightmier)

Following their recognition, Chief Rightmier administered the oath of office to both Mr. Humphrey and Mr. Funk, after which their family members pinned their badges.

B. FINANCIAL REPORT: Financial report for the month ended October 31, 2024, in accordance with Idaho Code § 50-208 (Finance Director Gordon)

No oral report.

V. CONSENT AGENDA

Mayor Johnson explained that all items on the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion on these issues unless a Councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under "Items Moved from the Consent Agenda".

Councilors Schroeder and Liedkie moved and seconded, respectively, adoption of the Consent Agenda. ***ROLL CALL VOTE: Kleeburg; Schroeder; Forsmann; Liedkie; Klein; Spickelmire. VOTING AYE: VOTING NAY: None. EXCUSED: None.***

A. CITY COUNCIL MINUTES: Considering approval of the minutes of the 11/18/2024 Special Meeting and the 11/25/2024 Regular Meeting - Action Item

B. ADVISORY BOARD AND COMMISSION MINUTES: Accepting the minutes of the following Advisory Board and Commission meetings: 10/16/2024 Library Board of Trustees; 11/21/2024 Emergency Medical Services Advisory Board; 8/8/2024, 9/12/2024, and 10/10/2024 Disability Advisory Commission - Action Item

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C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 11/01/2024 - 11/15/2024 in the amount of $1,672,266.08 and 11/16/2024 - 11/27/2024 in the amount of $1,642,875.31 - Action Item

D. **FINAL PLAT - HEIMGARTNER ADDITION:** Considering approval of the Heimgartner Addition final plat, and associated Reasoned Statement of Relevant Criteria and Standards, which proposes to re-plat an original Orchards Tract lot consisting of approximately 4.20 acres located between Powers and Birch Avenues, and west of 22nd Street, into eleven lots - Action Item

VI. ACTIVE AGENDA

A. **HOUSTON-GALVESTON AREA COUNCIL (HGAC) COOPERATIVE CONTRACT AMBULANCE PURCHASE:** Considering accepting the price proposal submitted by Braun Northwest, Inc., per the HGAC contract #AM10-23, for one (1) ambulance, in the amount of $277,805.00, and authorizing staff to move forward with the purchase of the ambulance - Action Item (Equipment Services Manager Braun)

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to approve the price proposal submitted by Braun Northwest, Inc., per the HGAC contract #AM10-23 for one ambulance in the amount of $277,805.00 and authorize staff to move forward with the purchase of the ambulance. ***ROLL CALL VOTE: VOTING AYE: Kleeburg, Schroeder, Forsmann, Liedkie, Klein, Spickelmire.***

B. **REASONED STATEMENT ZNC24-4:** Considering approving the Reasoned Statement of Relevant Criteria and Standards for ZNC24-4 - Action Item (City Attorney Tengono)

Councilors Klein and Spickelmire moved and seconded, respectively, to approve the Reasoned Statement for ZNC24-4 as written. ***ROLL CALL VOTE: VOTING AYE: Schroeder, Forsmann, Klein, Spickelmire. VOTING NAY: Kleeburg, Liedkie.***

C. **RESOLUTION 2024-47:** Considering approving the 2024 City of Lewiston and Nez Perce County Emergency Operations Plan - Action Item (Mayor Johnson)

Councilors Schroeder and Liedkie moved and seconded, respectively, to approve Resolution 2024-47. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Forsmann; Liedkie; Klein; Spickelmire.***

D. **RESOLUTION 2024-48:** Considering approving a State/Local Agreement for Project No. A024(607) between the City of Lewiston and the Idaho

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Transportation Department - Action Item (Public Works Director Johnson)

Councilors Liedkie and Spickelmire moved and seconded, respectively, to approve Resolution 2024-48. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Forsmann; Liedkie; Klein; Spickelmire.***

E. **SECOND SUPPLEMENTAL AGREEMENT TO TR023 PROFESSIONAL SERVICES AGREEMENT:** Considering approving the Second Supplemental Agreement with Horrocks Engineers, Inc. and Idaho Transportation Department for the TR023 Snake River Avenue from Southway Bridge to 11th Avenue project and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)

Councilors Liedkie and Spickelmire moved and seconded, respectively, to approve the Second Supplemental agreement between the City of Lewiston, Horrocks Engineers, Inc., and the Idaho Transportation Department and authorize the Mayor to sign the agreement. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Forsmann; Liedkie; Klein; Spickelmire.***

F. **SECOND CHANGE ORDER - WW052 WWTP WATERLINE EXTENSION:** Considering approving Change Order 02 in the amount of $74,189.94 with Crea Construction, Inc. for the Lewiston Wastewater Treatment Plant Waterline Extension (WW052) project and authorizing the Mayor to sign the change order - Action Item (Public Works Director Johnson)

Councilor Liedkie and Council President Kleeburg moved and seconded, respectively, to approve Change Order No. 2 in the amount of $74,189.94 with Crea Construction, Inc. for the Lewiston Wastewater Treatment Plant Waterline Extension (WW052) project and authorize the Mayor to sign the change order. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Forsmann; Liedkie; Klein; Spickelmire.***

G. **TASK ORDERS #27 AND #30 FOR WW500 2019-2024 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS:** Considering approving Task Orders #27 and #30 with J-U-B Engineers, Inc. for WW500 2019-2024 Wastewater Collection System Improvements and authorizing the Mayor to sign the task orders - Action Item (Public Works Director Johnson)

Councilors Liedkie and Schroeder moved and seconded, respectively, to approve Task Orders #27 and #30 with J-U-B Engineers, Inc., for WW500 2019-2024 Wastewater Collection System Improvements and authorize the Mayor to sign the task orders. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Forsmann; Liedkie; Klein; Spickelmire.***

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VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

A. CITY COUNCILOR COMMENTS:

Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

Councilor Forsmann informed citizens that the Council would be considering the lease for the proposed Transitional Housing Village on an upcoming agenda.

Council President Kleeburg mentioned that he might not be able to attend the December 23, 2024, meeting.

Councilor Schroeder expressed her satisfaction that work has begun on updating the equipment at Pioneer Park.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

Council President Kleeburg said he has been struggling to attend the Library meetings, and provided updates on the Urban Renewal Agency and Lewis Clark Valley Metropolitan Planning Organization (MPO) meetings.

Councilor Liedkie provided an update on the Disability Advisory Commission, the Emergency Joint Powers Board, and gave a shout-out to Valley Vision's progress.

Councilor Forsmann provided an update on the Public Works Advisory Commission and the Historic Preservation Commission.

Councilor Schroeder gave a brief update on the Public Works Advisory Commission and Lewis Clark Valley MPO.

Councilor Spickelmire noted that the Parks and Recreation Commission had not had a meeting in a while, but the next meeting is scheduled for January 15, 2025.

Councilor Klein noted the Cemetery and Urban Forestry Commission meeting was cancelled, due to a lack of quorum, and encouraged people to apply to serve on the City's Advisory Boards and Commissions.

C. MAYOR COMMENTS

Mayor Johnson informed the Council that he had offered his assistance in

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updating the Cemetery and Urban Forestry Commission Master Plan but had not received a response. He then thanked the Small Business Administration for attending the meeting and providing information.

After Council President Kleeburg mentioned potential changes to Boards and Commissions, Mayor Johnson clarified that the City Code allows the Council to reassign liaisons through a vote in January.

Lastly, Mayor Johnson shared a letter forwarded by Police Chief Kuzik in which the U.S. Department of Justice commended Detective Bloomsberg for his exemplary work.

D. <u>ADVISORY BOARD AND COMMISSION APPOINTMENTS</u> - Action Item

1. <u>EMERGENCY MEDICAL SERVICES ADVISORY BOARD</u>: Considering appointing Chris Jacks to a four (4) year term - Action Item

No action was taken on this item.

E. <u>AGENDA TOPICS</u>: Action Item

Councilor Klein moved to direct staff to bring options for auctioning the 5th Street and Bryden Avenue property to the January 6, 2025 Work Session. Councilor Forsmann seconded, and the motion passed 6-0.

IX. <u>ADJOURNMENT</u> - Action Item

There being no further business to come before the Lewiston City Council, Councilor Liedkie and Council President Kleeburg moved and seconded, respectively, to adjourn the December 9, 2024 Regular Meeting. The motion carried 6-0 and the meeting adjourned at 7:05 p.m.

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Daniel G. Johnson, Mayor

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Tanya M. Brocke, City Clerk

November 07, 2024

The HISTORIC PRESERVATION COMMISSION met in the Bell Building Upstairs Conference Room at 215 "D" Street. Chair Boots called the meeting to order at 10:08 a.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Leah Boots, Chair; Dennis Ohrtman; Laurinda Riggs; Lisa Hasenoehrl; (via Zoom); Bob Reitz;

COMMISSIONERS EXCUSED: Kayleigh Phillipi; Ed King, Vice Chair; Greg Follett; Tamara Berlik;

STAFF MEMBERS PRESENT: Katie Hollingshead, Assistant Planner;

CITY COUNCIL LIAISON PRESENT: Kassee Forsman (via Zoom)

GUESTS: Jim Kutter, ALSC Architects (via Zoom); Cheryl Cervantes, CHAS Health (via Zoom); Sheila Boyce, ALSC Architects (via Zoom)

II. CITIZEN COMMENTS

None.

III. NEW BUSINESS

1. **Approval of Minutes, October 10, 2024 Special Meeting**
   Chair Boots asked if the Commission had any questions or amendments to the minutes. There were none. Commissioners Ohrtman and Riggs moved and seconded, respectively, to approve the minutes as written. Motion carried 5-0.

2. **Approval of Minutes, October 31, 2024 Special Meeting**
   Chair Boots asked if the Commission had any questions or amendments to the minutes. There were none. Commissioners Riggs and Reitz moved and seconded, respectively, to approve the minutes as written. Motion carried 5-0.

3. **Certificate of Appropriateness – West End Historic District. An application by Jim Kutter on behalf of ALSC Architects and CHAS Health. The applicant proposes an exterior remodel of the brick façade and windows and the addition of two (2) projecting signs at 863 Main Street.**

Staff Hollingshead reviewed the application packet that had been provided and went over the details in the photos and architectural renderings. Representatives from both ALSC Architects and CHAS Health were available via Zoom for questions.
Chair Boots walked the Commission through each section of the Design Guidelines review sheet.
After review and discussion, Commissioner's Ohrtman and Reitz moved and seconded, respectively, to approve the Certificate of Appropriateness for the exterior remodels of the brick façade and windows and the addition of two (2) projecting signs at 863 Main Street. Motion passed 5-0.

IV. OLD BUSINESS

1. Priorities Plan – Review Churches

Staff Hollingshead reviewed the list of churches and said that based on research from Commissioners that two (2) of the churches could be removed from the list because they do not meet the age threshold. Commissioner Riggs provided an update on the information she was able to find on Congregational Presbyterian and First Baptist. Commissioners Ohrtman and Boots stated they have not completed their research yet.

Staff Hollingshead said that she would add the information she had received to the file and that this item would remain on the agenda so that Commissioners could continue to work on it.

V. COMMISSIONER COMMENTS:

Commissioner Ohrtman encouraged people to visit the Nez Perce Historical Society Museum and see the completed aviary.

VI. COUNCIL LIASION COMMENTS:

None.

VII. STAFF-COMMISSION COMMUNICATIONS:

Staff Hollingshead asked if any Commissioners would not be able to attend the December 5, 2024 HPC meeting. All Commissioners in attendance are able to attend.

VIII. ADJOURN

There being no further business, Commissioners Reitz and Riggs moved and seconded, respectively to adjourn the meeting of the Historic Preservation Commission at approximately 10:50 a.m. Motion passed 5-0.

RESPECTFULLY SUBMITTED,

Katie Hollingshead
Recording Secretary

Chairperson or Acting Chairperson
Historic Preservation Commission

Approved this 05 day of December, 2024.

November 14, 2024

The HISTORIC PRESERVATION COMMISSION met in the Bell Building Upstairs Conference Room at 215 "D" Street. Chair Boots called the meeting to order at 10:02 a.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Leah Boots, Chair; Laurinda Riggs; Bob Reitz; Greg Follett; Tamara Berlik (via Zoom);

COMMISSIONERS EXCUSED: Kayleigh Phillipi; Ed King, Vice Chair; Dennis Ohrtman; Lisa Hasenoehrl;

STAFF MEMBERS PRESENT: Katie Hollingshead, Assistant Planner;

CITY COUNCIL LIAISON PRESENT: None

GUESTS: None

II. CITIZEN COMMENTS

None.

III. NEW BUSINESS

1. **Certificate of Appropriateness – Normal Hill Heritage Overlay Zone. An application by Clarkston Glass on behalf of Valerie Johnson to replace an existing plate glass window with a new vinyl window with slider at 519 3rd Street.**
   Staff Hollingshead reviewed the application and the two photos that had been provided. Chair Boots walked the Commission through the Normal Hill Heritage Overlay Zone review sheet. The Commission discussed and reviewed and found the project to be in compliance with factors 1, 4 and 6 and that all other factors did not apply to the project. Commissioners Follett and Reitz moved and seconded, respectively, to approve the Certificate of Appropriateness for the replacement of a window at 519 3rd Street. Motion carried 5-0.

IV. COMMISSIONER COMMENTS:

None.

V. STAFF-COMMISSION COMMUNICATIONS:

Staff Hollingshead reminded the Commission that the next meeting was December 5th and that there would be a Certificate of Appropriateness review on the agenda.

VI. ADJOURN

There being no further business, Commissioners Follett and Riggs moved and seconded, respectively to adjourn the meeting of the Historic Preservation Commission at approximately 10:11 a.m. Motion passed 5-0.

RESPECTFULLY SUBMITTED,

Katie Hollingshead
Recording Secretary

Chairperson or Acting Chairperson
Historic Preservation Commission

Approved this 05 day of December, 2024.

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
A.U.A.E.S. INC DBA INTRADYN	117524	12/12/2024	INFOSYSTMS	INTRADYN ARCHIVING	$14,700.00
AERZEN USA CORP	117464	12/12/2024	WSTWTR	PW-WWTP-BLOWER AIR COMPRESSOR PARTS	$1,495.09
AG-PRO	117465	12/12/2024	WSTWTR	WW034 LOSD HELICOIL FOR LIFT STATION #3; INV30612	$170.00
AIRBRIDGE BROADBAND LLC	117466	12/12/2024	INFOSYSTMS	BPO - INTERNET SERVICE	$150.00
AMAZON CAPITAL SERVICES	117467	12/12/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & OFFICE SUPPLIES	$64.36
			FLTMAINT	FLEET-SAFETY BOOTS; JASON KAUFMAN	$182.17
			HR	SUPPLIES FOR YEARS OF SERVICE CERTIFICATES	$14.82
			INFOSYSTMS	HARD DRIVE AND WEBCAMS	$699.93
				NFC ID CARDS	$39.98
			LIBRARY	BPO - LIB - OPERATING SUPPLIES	$63.99
				BPO - LIB - VIDEO GAMES	$190.23
				LIB - FOREST SERVICE GRANT PURCHASE	$624.74
				LIB - TECH PURCHASES	$126.32
			PARKSFAC	AMAZON - FLUSH VALVES AND WALKIE TALKIES	$326.99
				AMAZON - REPAIR TAGS	$17.76
				AMAZON - THREE CURTAINS FOR SERVICE CENTER	$97.32
			POLICE	BPO PD OFFICE AND TECHNOLOGY SUPPLIES	$30.97
				PRINTER FOR LPD	$496.49
			WATER	PW-WD-RAPID CAR CHARGER FOR HANDHELD RADIO	$75.00
			WSTWTR	PW-WWC-IPAD CASE; G WOOD	$28.98
				PW-WWC-TOOL ORGANIZERS	$195.41
ANATEK LABS INC	117468	12/12/2024	WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$605.00
				BPO-PW-WWTP-LAB SAMPLE ANALYSIS	$705.00
ANTHONY H SEUBERT	117574	12/12/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$128.64
AQUATIC INFORMATICS INC	117469	12/12/2024	WATER	PW-WD-BPO CROSS CONNECTION PROGRAM	$73.00
ARDURRA GROUP INC	117470	12/12/2024	CAPITAL PROJECTS	TR056 TRAFFIC IMPACT FEE STUDY	$960.00
ARROW CONSTRUCTION SUPPLY LLC	117471	12/12/2024	TRNSPN	PW-STS-AQUAPHALT POTHOLE PATCHING MATERIAL (10)	$590.00
ARTBEAT INC	117472	12/12/2024	RECREATION	TEAM SHIRTS FOR YOUTH VOLLEYBALL	$640.00
ASOTIN COUNTY LANDFILL	117473	12/12/2024	SANITATION	BPO - PW - FY25 MONTHLY SOLID WASTE DISPOSAL	$116,968.17
ATLAS BOILER & EQUIPMENT CO DBA NBI	117474	12/12/2024	WSTWTR	PW-WWTP-CONTROL #1 BOILER REPAIR	$1,919.25
ATLAS COPCO COMPRESSORS LLC	117475	12/12/2024	WSTWTR	PW-WWTP-PARTS FOR GA15 COMPRESSOR REPAIRS	$52.62
ATLAS SAND & ROCK	117476	12/12/2024	PARKSFAC	ATLAS - RIVER ROCK FOR PARKING	$442.76
			TRNSPN	BPO - ST - DUTHIE MAG ROCK	$3,403.47
				BPO - ST - DUTHIE SAND & ROCK	$154.88

AUSTIN BROWN	117482	12/12/2024	FIRE	BPO FIRE - DR. AUSTIN BROWN - MEDICAL CONTROL	$3,225.00
AVISTA	117477	12/12/2024	CEMETERY	12/03/24 BILL DATE: UTILITY CHARGES	$70.97
			COMDEV	12/03/24 BILL DATE: UTILITY CHARGES	$985.25
			LIBRARY	12/03/24 BILL DATE: UTILITY CHARGES	$2,025.81
			PARKSFAC	12/03/24 BILL DATE: UTILITY CHARGES	$14,681.12
			RECREATION	12/03/24 BILL DATE: UTILITY CHARGES	$1,077.15
			SANITATION	12/03/24 BILL DATE: UTILITY CHARGES	$401.86
			TRNSPN	12/03/24 BILL DATE: UTILITY CHARGES	$44,334.92
			WATER	12/03/24 BILL DATE: UTILITY CHARGES	$31,342.80
			WSTWTR	12/03/24 BILL DATE: UTILITY CHARGES	$26,179.12
BAVCO	117478	12/12/2024	WSTWTR	PW-WWTP-BACKFLOW ISOLATION REPAIR KITS	$736.73
BENEVATE INC DBA NEIGHBORLY SOFTWARE	117550	12/12/2024	ECONDEV	CD-CDBG-ADMIN PROGRAM ANNUAL FEE FOR NEIGHBORLY	$7,380.00
BLUE RIBBON LINEN SUPPLY INC	117479	12/12/2024	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	$28.86
			POLICE	BPO PD RUG CLEANING FEES FOR FRONT LOBBY	$25.00
			WATER	PW-WTP/DISTR BPO LAUNDRY & JANITORIAL SUPPLIES	$1,237.04
BOB'S TROPICAL FISH & PET SHOP INC DBA BOB'S PET & POND	117480	12/12/2024	LIBRARY	BPO - LIB - FISH TANK CLEANING	$79.99
BOYS & GIRLS CLUBS OF THE LEWIS CLARK VALLEY INC	117593	12/12/2024	LEGISLATIV	BPO-B&G FY 25 SERVICES AGRMT - COUNCIL APP 10/24	$4,500.00
BRADY COMPANIES LLC DBA BRADY INDUSTRIES OF IDAHO LLC	117481	12/12/2024	PARKSFAC	BRADY PLUS - CUSTODIAL SUPPLIES	$995.91
				PAPER TOWELS AND A DUSTER	$522.37
				URINAL MATS FOR CITY BUILDINGS	$135.90
BRIAN E WARD DBA GUMBY ENTERPRISES INC	117577	12/12/2024	FLTMAINT	BPO - FLEET TOOLS & SUPPLIES	$25.70
BRIAN W MORROW DBA WORLD OF MARTIAL ARTS LLC	117602	12/12/2024	RECREATION	KARATE SESSION 2 - INSTRUCTOR 70%	$525.00
BROWN & BROWN OF WASHINGTON INC DBA DIMARTINO ASSOCIATES	117438	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$2,411.44
CAMARON J SMITH	117458	12/12/2024	RECREATION	REFEREED18 CITY LEAGUE BASKETBALL GAMES @ $30/GAME	$540.00
CENTRAL ORCHARDS SEWER DISTRICT	117494	12/12/2024	PARKSFAC	11/30/24 BILL DATE: UTILITY CHARGES	$277.33
CENTRAL PROGRAMS INC DBA GUMDROP BOOKS	117510	12/12/2024	LIBRARY	BPO - LIB - GUMDROP JUV BOOKMOBILE	$348.27
				BPO - LIB - GUMDROP JUV NONFICTION	$524.97
CERIUM NETWORKS INC	117485	12/12/2024	INFOSYSTMS	MICROSOFT OFFICE LICENSING - LIBRARY	$2,500.00

			LIBRARY	MICROSOFT OFFICE LICENSING - LIBRARY	$1,748.00
CHRIS REESE	117426	12/5/2024	POLICE	C. REESE: POST BASIC PATROL GRAD MERIDIAN	$101.00
CINTAS CORPORATION #606	117486	12/12/2024	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	$257.48
			PARKSFAC	BPO - PARKS - CLEANING SUPP. & LAUNDERED UNIFORMS	$48.04
CITY OF LEWISTON	1860	12/12/2024	CEMETERY	NOVEMBER '24 W/S/G	$39.00
			COMDEV	NOVEMBER '24 W/S/G	$203.02
			LIBRARY	NOVEMBER '24 W/S/G	$462.33
			PARKSFAC	NOVEMBER '24 W/S/G	$13,644.20
			SANITATION	NOVEMBER '24 W/S/G	$2,689.29
			STMWTR	NOVEMBER '24 W/S/G	$26.64
			TRANSITOP	NOVEMBER '24 W/S/G	$55.59
			TRNSPN	NOVEMBER '24 W/S/G	$29,214.21
			WATER	NOVEMBER '24 W/S/G	$1,128.81
			WSTWTR	NOVEMBER '24 W/S/G	$2,819.72
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	117436	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$7,836.80
CIVICPLUS LLC	117487	12/12/2024	INFOSYSTMS	ARCHIVESOCIAL	$7,188.00
CLEARWATER CLEANING SERVICES CORP	117488	12/12/2024	PARKSFAC	BPO CONTRACTED CUSTODIAL SERVICES AT LIBRARY	$4,245.00
CLEARWATER FENCE LLC	117489	12/12/2024	PROPIMPR	FENCING IN FRONT OF THE COM CENTER	$4,188.39
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	117490	12/12/2024	CEMETERY	CP-0200791: 11/30/24 BILL DATE	$89.06
				CP-0203756 BILL DATE 12/08/24	$49.69
			COMDEV	CP-0200791: 11/30/24 BILL DATE	$155.26
				CP-0203756 BILL DATE 12/08/24	$153.47
			FIRE	CP-0200791: 11/30/24 BILL DATE	$856.66
				CP-0203756 BILL DATE 12/08/24	$1,407.27
			FLTMAINT	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	$379.87
			FLTMAINT	CP-0200791: 11/30/24 BILL DATE	$35.57
			PARKSFAC	CP-0200791: 11/30/24 BILL DATE	$379.66
				CP-0203756 BILL DATE 12/08/24	$578.95
			POLICE	CP-0200791: 11/30/24 BILL DATE	$1,198.02
				CP-0203756 BILL DATE 12/08/24	$1,545.36
			SANITATION	BPO - TS - FUEL	$225.15
				BPO - TS - FY25 FUEL FOR SDI HAUL	$1,489.70
				CP-0203756 BILL DATE 12/08/24	$64.61
			STMWTR	CP-0200791: 11/30/24 BILL DATE	$49.19
				CP-0203756 BILL DATE 12/08/24	$45.07
			TRANSITOP	CP-0200791: 11/30/24 BILL DATE	$1,086.89
				CP-0203756 BILL DATE 12/08/24	$1,348.29
			TRNSPN	CP-0200791: 11/30/24 BILL DATE	$1,077.03
				CP-0203756 BILL DATE 12/08/24	$1,242.53
			WATER	CP-0200791: 11/30/24 BILL DATE	$139.80
				CP-0203756 BILL DATE 12/08/24	$203.58
			WSTWTR	CP-0200791: 11/30/24 BILL DATE	$274.04
				CP-0203756 BILL DATE 12/08/24	$617.16
COMMERCIAL TIRE INC	117491	12/12/2024	FLTMAINT	REPL SNOW RATED TIRES FOR #276 AMB	$2,512.14

CONSOLIDATED ELECTRICAL DISTRIBUTORS	117493	12/12/2024	INFOSYSTMS	CAMERA MOUNT SUPPLIES	$53.69
				ELECTRICAL BOX FOR CAMERA INSTALL	$78.93
			PARKSFAC	BPO - FAC - CONSOLIDATED ELEC - ELECTRICAL SUPPL	$604.89
D & D MCLAUGHLIN LLC	117496	12/12/2024	WATER	PW-WD-BPO CONCRETE FOR MISC JOBS	$390.00
DARREN TRAINOR	117459	12/12/2024	RECREATION	REFEREED12 CITY LEAGUE BASKETBALL GAMES @ $30/GAME	$360.00
DELL MARKETING LP	117497	12/12/2024	INFOSYSTMS	LAPTOP FOR LFD AND DOCKS	$2,519.17
EFTPS	1864	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$189,803.46
ERB'S ACE HARDWARE LLC	117499	12/12/2024	LIBRARY	BPO - LIB - OPERATING SUPPLIES	$28.88
			WSTWTR	PW-WWTP-BPO OPERATING AND CLEANING SUPPLIES	$183.45
FATBEAM LLC	117500	12/12/2024	LIBRARY	BPO - LIB - PUBLIC INTERNET SERVICES	$990.00
FERGUSON ENTERPRISES #3011	117501	12/12/2024	WATER	PW-WD-BPO WATERWORKS/PLUMBING FITTINGS/ACCESSORIE	$1,453.14
				PW-WD-SENSUS METERS RESTOCK	$1,014.75
				WR071 RES EVALS; 24" SPARE PARTS	$3,225.98
			WSTWTR	PW-WWTP-BPO PIPING PARTS	$222.06
FERGUSON ENTERPRISES LLC #3325	117564	12/12/2024	WATER	PW-WD-BPO WATERWORKS/PLUMBING FITTINGS/ACCESSORIE	$240.38
FISHER SYSTEMS INC	117502	12/12/2024	LIBRARY	LIB - SERVICE CALL	$187.50
FOP LEWIS CLARK LODGE #10	117439	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$1,779.96
FOSSIL INDUSTRIES	117503	12/12/2024	PARKSFAC	KIOSK RECOGNIZING THE RANDALL'S AT COM PARK	$1,119.00
FREEDOM FIRE LLC	117504	12/12/2024	PARKSFAC	ANNUAL CITY BUILDING FIRE EXTINGUISHERS	$7,145.00
GATEWAY MATERIALS	117507	12/12/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$35.00
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$14.95
GEORGE WILLIAM REED	117568	12/12/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$120.60
GMCO CORPORATION	117508	12/12/2024	TRNSPN	PW-STS-LIQUID DEICER/MAG CHLORIDE	$514.35
GRAINGER	117509	12/12/2024	WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS	$569.25
			WSTWTR	BPO-PW-WWTP-P/M/M MAINT SUPPLIES	$566.68
				PW-WWC & WW034-PUMP AND MOTOR LIFTING SUPPLIES	$3,099.18
GREGORY BLACKMAN	117435	12/12/2024	RECREATION	REFEREED17 CITY LEAGUE BASKETBALL GAMES @ $30/GAME	$510.00
H & H BUSINESS SYSTEMS	117511	12/12/2024	COMDEV	BPO-COPIER MAINTENANCE COLOR, B&W FOR IMAGE RUNNE	$252.75
			WSTWTR	PW-WWTP-BPO COPIER MAINTENANCE	$0.90
HACH COMPANY	117418	12/5/2024	WSTWTR	PW-WWTP-BPO LAB SUPPLIES	$2,702.27
	117512	12/12/2024	WSTWTR	PW-WWTP-UV DISINFECTION SYS-SENSOR MAINTENANCE	$2,028.00
HELLS CANYON ELECTRIC LLC	117514	12/12/2024	INFOSYSTMS	DOOR CONTROL INSTALL - PUBLIC WORKS	$4,737.52
HENRY SCHEIN	117515	12/12/2024	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	$56.74

HOME DEPOT CREDIT SERVICES	117516	12/12/2024	INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	$35.19
			LIBRARY	BPO - LIB - BUILDING SUPPLIES	$31.05
			PARKSFAC	BPO - FAC - HOME DEPOT - CONSTRUCTION SUPPLIES	$18.08
			RECREATION	BPO - HOME DEPOT - RECREATION SUPPLIES	$17.94
			WATER	PW-WD-TOOL BATTERIES; MILWAUKEE (5) RAPID CHARGE	$395.00
				REFUND PW-WD-TOOL BATTERIES; MILWAUKEE (5) RAPID	($395.00)
			WSTWTR	PW-WWCOLL-BPO SUPPLIES, POWER AND HAND TOOLS	$1,173.10
				PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS	$332.49
HORROCKS ENGINEERS INC	117419	12/5/2024	CAPITAL PROJECTS	TR023 SRA; SWAY TO 11TH; PSA (KEY 13443)	$29,142.12
HRA VEBA TRUST	117420	12/5/2024	FINANCE	VEBA - BRAZINGTON	$4,575.77
			FIRE	VEBA - RUDY	$5,251.45
			PARKSFAC	VEBA - RAPE	$9,933.77
I A F F - LOCAL #1773	117440	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$3,216.00
IAFF LOCAL 1773 PAC	117441	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$556.00
IDAHO CHILD SUPPORT RECEIPTING	117443	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$270.00
IDAHO DEPT OF CORRECTION	117517	12/12/2024	CEMETERY	IDAHO DEPT OF CORRECTIONS - INMATE LABOR	$9,228.38
IDAHO DEPT OF ENVIRONMENTAL QUALITY	117579	12/12/2024	WATER	PW DRINKING WATER SYSTEM - QUARTERLY FEES	$4,485.75
IDAHO ICE	117518	12/12/2024	LEGAL	BPO-LEGAL-WATER FOR CITY ATTY'S OFFICE-FY25	$18.37
			SANITATION	BPO - TS - IDAHO ICE	$19.63
IDAHO PUBLIC PURCHASING ASSOCIATION INC	117525	12/12/2024	FINANCE	FY'25 IPPA MEMBERSHIP-DEB, LAUREN, CANDY, BECKY	$90.00
			TRNSPN	FY'25 IPPA MEMBERSHIP-DEB, LAUREN, CANDY, BECKY	$30.00
IDAHO STATE TAX COMMISSION	117442	12/12/2024	LIBRARY	NOVEMBER '24 SALES TAX	$81.87
			RECREATION	NOVEMBER '24 SALES TAX	$72.71
			SANITATION	NOVEMBER '24 SALES TAX	$1,969.89
			WSTWTR	NOVEMBER '24 SALES TAX	$5.13
	117444	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$35,828.00
IDAHO TRUCK SALES CO	117519	12/12/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	$64.95
INGRAM LIBRARY SERVICES	117520	12/12/2024	LIBRARY	BPO - LIB - ADULT FICTION	$1,079.90
				BPO - LIB - ADULT NONFICTION 1ST FLR	$165.15
				BPO - LIB - ADULT NONFICTION 2ND FLR	$444.51
				BPO - LIB - JUVENILE FICTION	$362.28
				BPO - LIB - LARGE PRINT	$871.97
				BPO - LIB - TEEN FIC	$395.64
				BPO - LIB - TEEN NONFICTOIN	$55.84
				BPO - LIB JUVENILE BOOKMOBILE ORDERS	$242.04
				LIB - BPO - ADULT BOOKMOBILE	$540.14
INLAND FASTENER INC	117521	12/12/2024	FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	$68.08

			SANITATION	BPO - TS - OPERATING SUPPLIES	$47.24
INTERMOUNTAIN CLAIMS INC	117523	12/12/2024	INSTRUST	OCTOBER INTERMOUNTAIN INVOICE BOIWC1234	$823.00
INTERNATIONAL CITY MANAGEMENT ASSOCIATION DBA MISSIONSQUARE RETIREMENT	1862	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$3,751.13
JOE HALL FORD	117526	12/12/2024	INSTRUST	REPAIRS TO PATROL SUV #172	$7,484.54
JOHN'S CONTINUOUS GUTTER LLC	117527	12/12/2024	PARKSFAC	LEAF GUARDS ON NORTH SIDE FENTON GYM GUTTERS	$2,277.60
JOHN'S SAW SERVICE	117528	12/12/2024	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$299.99
			WATER	PW-WTP-BPO EQUIPMENT REPLACEMENT PARTS	$25.99
JON ADAMS	117463	12/12/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$128.64
J-U-B ENGINEERS	117529	12/12/2024	WATER	PW-WTR-WR043 DESIGN OF CAPITAL WATER REPLACEMENTS	$773.30
			WSTWTR	WW001 TO16 2024 PIPELINE REPLACE - CEI 4C	$1,784.60
				WW504 TO4 SNAKE RIVER AVE SEWER TRUNK LINE ; REIS	$2,884.60
KAREN SELDON	117573	12/12/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$182.24
KATHERINE LOUISE CONE	117492	12/12/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$21.44
KELLER ASSOCIATES INC	117530	12/12/2024	WSTWTR	WW052 - WWTP WATERLINE EXT - DESIGN/BIDDING SRVS	$23,526.25
				WW062 WWTP HEADWORKS DESIGN; CC APP 3/18/24	$12,487.78
				WW063 WWTP ADMIN BLDG DESIGN; CC APP 3/18/24	$3,500.00
				WW066 WWCOLL SHOP RELOCATION - CONCEPT DESIGN/PM	$8,866.00
KENASTON CORPORATION	117531	12/12/2024	TRANSITCAP	TRANSIT COMMUNITY CENTER BUS STOP CONSTRUCTION	$124,296.16
KINLEY L PEDERSON	117563	12/12/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$16.75
KLEEN SWEEP JANITORIAL	117532	12/12/2024	WATER	PW WD MONTHLY JANITORIAL SRV AT 2605 16TH AVE	$355.00
LATAH SANITATION INC	117522	12/12/2024	SANITATION	BPO - PW - FY25 MONTHLY YW COMPOSTING SRVCS	$58,048.61
			WSTWTR	PW-WWTP-BPO BIOSOLIDS DISPOSAL	$16,101.75
LAWSON PRODUCTS INC	117533	12/12/2024	FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	$521.51
LEGACY PAVING AND CONSTRUCTION LLC	117535	12/12/2024	WATER	PW-WD-BPO FOR EMERGENCY ASPHALT PATCHES	$800.00
LES SCHWAB TIRE CENTER	117536	12/12/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$238.97
LEWIS CLARK AMATEUR HOCKEY ASSOCIATION INC	117421	12/5/2024	RECREATION	ICE TIME AND HOCKEY UNIFORMS FOR PROGRAM	$1,045.00
LEWIS CLARK ANIMAL SHELTER	117537	12/12/2024	POLICE	BPO PD ANIMAL SHELTER CONTRACT FEES	$5,412.83
LEWIS CLARK VALLEY METROPOLITAN PLANNING ORG	117534	12/12/2024	TRNSPN	TR021 TRANS MISC - LCVMPO ANNUAL MATCH FOR FY25	$8,235.72
LHTAC	117538	12/12/2024	STMWTR	REG - VARIOUS - LHTAC ROADWAY DRAINAGE	$60.00

			TRNSPN	REG - HEIDORN - LHTAC ROADWAY DRAINAGE	$60.00
				REG - VARIOUS - LHTAC ROADWAY DRAINAGE	$600.00
M L ALBRIGHT & SONS	117539	12/12/2024	WSTWTR	WW512 IFB-23-015LEVEE BYPASS/12TH ST CONSTRUCTION	$491,345.03
MAVERICK DATA SYSTEMS	117541	12/12/2024	POLICE	PD WARRANT BUILDER PRO SOFTWARE RENEWAL	$1,750.00
MCMILLEN JACOBS ASSOCIATES	117542	12/12/2024	WATER	WR050 RAW WTR INTAKE DESIGN - WTP INTAKE REBUILD	$11,657.50
MEDLOCK LAWN TREE & LANDSCAPE LLC	117543	12/12/2024	COMDEV	CD-CODE RESOURCE WEED ABATEMENT ON SIDE WALK & D	$600.00
MIDWEST TAPE LLC	117544	12/12/2024	LIBRARY	BPO - LIB - ADULT DVD ORDERS	$452.08
MINERT & ASSOCIATES	117545	12/12/2024	HR	BPO - DRUG TESTING SERVICES	$1,238.00
MISC CUSTOMER REFUND	117422	12/5/2024	ECONDEV	CITY OF LEWISTON: CD-CDBG-LISD	$369.42
	117423	12/5/2024	ECONDEV	J. MANZO CD-CDBG-HRP-MAZO	$180.00
	117424	12/5/2024	CEMETERY	LAURI DAYTON: PREV PLANT FLOWERS DESTROYED REPLACE	$806.00
	117425	12/5/2024	COMDEV	L. GLINES APPEAL OF CUP24-3, CITY REFUND APPEAL FE	$325.00
	117446	12/12/2024	WATER	UB 0807015725 2039 1ST	$173.81
	117447	12/12/2024	COMDEV	CD-BLDG REVIEW FEE REFUND, NO REV COM. PROJ ON HOL	$798.65
	117448	12/12/2024	SANITATION	UB 0807014389 211 21ST	$146.04
	117449	12/12/2024	WATER	UB 0406019607 1303 14TH	$61.97
	117450	12/12/2024	COMDEV	KORBAN: CD-BUILDING PERMIT FEE REFUND: CANCELLED	$47.89
	117451	12/12/2024	RECREATION	LISA BRAZINGTON COMMUNITY CENTER ROOM REFUND	$120.00
	117452	12/12/2024	WATER	UB 0102007072 25TH	$171.19
	117453	12/12/2024	WATER	UB 0601003522 555 13TH	$62.75
	117454	12/12/2024	SANITATION	UB 5001000333 1815 21ST	$449.94
	117455	12/12/2024	STMWTR	UB 2000984760 1120 ALDER	$27.40
MITCHELL LEWIS AND STAVER CO	117546	12/12/2024	WSTWTR	WW034 LOSD4 PW-IMPELLER AND PARTS; QUOTE ATTACHED	$3,299.95
MOTION INDUSTRIES INC	117548	12/12/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$128.25
NAPA AUTO PARTS	117549	12/12/2024	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	($61.21)
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	$864.78
				CORE REFUND INV. 443814	($185.00)
			PARKSFAC	PARKS - NAPA - RV ANTI FREEZE FOR SMALL ENGINES	$50.03
NATIONWIDE RETIREMENT	1861	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$10,957.39
NATIONWIDE-RESERVE	1865	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$1,654.36
NCPERS GROUP LIFE INS	117456	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$1,568.00
NEZ PERCE COUNTY	117430	12/5/2024	LEGAL	BPO-LEGAL-NPC-COL FY25 PROSECUTION SERVICES	$9,616.50
	117551	12/12/2024	LEGAL	SERVICE FEES; NPCSO ON CITY V WATSON CV35-24-1786	$62.00
NORCO INC	117552	12/12/2024	FIRE	BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES	$624.69
NORTH 40 OUTFITTERS	117553	12/12/2024	LIBRARY	LIB - FOREST SERVICE GRANT EQUIPMENT	$100.97
			PARKSFAC	BPO - PARKS - NORTH 40 MISC SUPPLIES	$70.50

			WATER	PW-WTP-BPO OPERATING SUPPLIES	$58.95
				PW-WTP-D HENRIKSEN; SAFETY SHOES	$164.99
			WSTWTR	PW-WWC-NEW EMPLOYEE G WOOD; SAFETY SHOES	$149.99
				PW-WWTP-BPO OPERATING SUPPLIES	$89.85
				PW-WWTP-SAFETY BOOTS; W GRAHAM	$175.00
NORTH AMERICAN CATHOLIC EDUCATION PROGRAMMING FOUN DBA EDUCATION BROADBAND SERVICE AGENCY LLC, DBA MOBILE BEACON	117547	12/12/2024	LIBRARY	LIB - MOBILE HOTSPOT RENEWALS	$720.00
NORTH CENTRAL DISTRICT HEALTH DEPARTMENT	117513	12/12/2024	PARKSFAC	PUBLIC HEALTH - POOL PERMIT RENEWAL	$50.00
NORTHWEST ENGRAVING	117554	12/12/2024	FINANCE	FIN - RETIREMENT GIFT: BRAZINGTON	$40.00
			FIRE	FIRE - NORTHWEST ENGRAVING - PASSPORT TAGS	$70.00
			RECREATION	NORTHWEST ENGRAVING - 4 NAME PLAQUES	$160.00
ODP BUSINESS SOLUTIONS LLC	117556	12/12/2024	HR	BPO - HR - VARIOUS OFFICE SUPPLIES	$91.89
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	$112.44
			POLICE	BPO PD OFFICE SUPPLIES	$190.54
			STMWTR	BPO - STMW - OFFICE SUPPLIES	$44.59
			TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	$136.69
				BPO - ST/TR - OFFICE SUPPLIES	$86.07
OMEGA RAIL MANAGEMENT INC	117557	12/12/2024	WSTWTR	PW-WWTP-GRNW9104 18TH ST LEASE; PIPE UNDER RAIL	$1,339.00
O'REILLY AUTO PARTS	117555	12/12/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS	$57.18
OSAGE INDUSTRIES INC	117558	12/12/2024	FLTMAINT	SEAT BELT BUCKLE FOR AMBULANCE #273	$18.15
OVERDRIVE INC	117559	12/12/2024	LIBRARY	BPO - LIB - ADULT OVERDRIVE	$2,273.65
				BPO - LIB - JUVENILE OVERDRIVE	$681.50
OVERHEAD DOOR INC DBA OVERHEAD DOOR CO OF LEWISTON-CLK	117560	12/12/2024	WATER	PW-WD-GARAGE DOOR REPAIR AT 2605 16TH AVE	$130.00
OWEN EQUIPMENT	117431	12/5/2024	FLTMAINT	ELGIN CROSSWIND 1 AIR SWEEPER	$386,528.00
	117561	12/12/2024	FLTMAINT	MAIN BROOMS FOR PELICAN SWEEPERS	$8,217.60
OXARC	117562	12/12/2024	WATER	PW-WTP-BPO SODIUM HYPOCHLORITE FOR WELLS	$2,022.00
			WSTWTR	PW-WWCOLL-BPO PERSONNEL SAFETY SUPPLIES	$16.18
PAMELA A FURCHTENICHT	117505	12/12/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$77.72
PAUL SCOTT DRIVER	117498	12/12/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$65.66
PERSI	1863	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$301,873.73
PORT OF LEWISTON	117565	12/12/2024	INFOSYSTMS	BPO - FIBER CONNECTIONS	$945.00
PRINTCRAFT PRINTING	117566	12/12/2024	STMWTR	PW - STMW - BIZ CARD RESTOCK: KAUFMAN & CRESSWELL	$120.00

			TRNSPN	PW - ENG:DEV - BUSINESS CARDS: J CRAWFORD	$60.00
PYROMATION LLC	117567	12/12/2024	WATER	PW-WTP-THERMOCOUPLERS FOR ACID & CAUSTIC HEATERS	$1,908.99
RDK CORPORATION DBA SHADOW TRACKERS	117575	12/12/2024	HR	BPO - BACKGROUND CHECK SERVICES	$748.00
RELIANCE STANDARD LIFE INSURANCE COMPANY	117457	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$7,538.18
RICOH USA INC	117432	12/5/2024	EXECUTIVE	EXEC BPO: FY 25 CITY HALL COPIER RENT FOR IMC6000	$226.83
			POLICE	BPO PD COPIER RENTAL	$199.87
	117433	12/5/2024	FIRE	BPO FIRE - RICOH - HQ COPIER	$66.46
	117569	12/12/2024	LEGAL	BPO-LEGAL-RICOH MONTHLY COPIER RENTAL FY25	$134.77
			LIBRARY	BPO - LIB - LEASE FEES	$643.26
			POLICE	BPO PD DISPATCH COPIER RENTAL	$133.65
	117570	12/12/2024	EXECUTIVE	EXEC BPO: FY 25 RICOH MAINT/COPY COST PER COPY	$101.85
			LEGAL	BPO-LEGAL-RICOH MONTHLY COPY FEES FY25	$8.71
			LIBRARY	BPO - LIB - COPY FEES	$53.47
			POLICE	BPO PD COPY FEES	$65.61
				BPO PD DISPATCH COPY FEES	$146.38
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	$5.03
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$5.03
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	$118.15
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	$1.25
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$1.26
RITE AID CORPORATION DBA RITE AID PHARMACY	117571	12/12/2024	HR	FLU SHOT CLINIC	$1,750.00
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	117572	12/12/2024	FLTMAINT	FLEET - REPAIR PARTS & REPAIRS	$91.20
			FLTMAINT	FLEET - REPAIR PARTS & REPAIRS	$116.00
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	117582	12/12/2024	SANITATION	BPO - PW - FY25 ANNUAL CURBSIDE COLLECTION	$266,885.59
				BPO - PW - FY25 PROCESSING SINGLE STREAM RECY	$25,094.31
				BPO - TS - FY25 CARDBOARD	$96.00
				BPO - TS - FY25 SINGLE STREAM RECYCLING	$351.39
				BPO - TS - FY25 TONNAGE HAUL	$55,141.42
SCOTT DAVID MCCLURE	117445	12/12/2024	RECREATION	REFEREED15 CITY LEAGUE BASKETBALL GAMES @ $30/GAME	$450.00
SHERA S BRYER	117483	12/12/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$48.24
SPLASH CARWASH & DETAILING	117578	12/12/2024	FLTMAINT	BPO - CAR WASHES FOR FLEET	$12.00
			POLICE	BPO PD CAR WASH	$264.00
ST JOSEPH HOSPITAL LLC	117576	12/12/2024	FIRE	FIRE - SJRMC - PALS RECERT CARDS	$105.00
STERLING BATTERY COMPANY	117580	12/12/2024	FLTMAINT	BPO - FLEET VEHICLE BATTERIES	$301.66

STEVE CARLTON CONSTRUCTION INC	117484	12/12/2024	PARKSFAC	STEVE CARLTON - STORAGE CONTAINER RENTAL	$403.47
STRAW'S POWER VAC INC	117581	12/12/2024	PARKSFAC	POWER VAC FIRE STATION #4	$1,500.00
TAMMI L SMITH DBA THE COUNTRY STITCH	117495	12/12/2024	POLICE	BPO PD UNIFORM ALTERATIONS FOR PATROL	$21.68
TERRY LYNN DAVIS	117437	12/12/2024	RECREATION	REFEREED11 CITY LEAGUE BASKETBALL GAMES @ $30/GAME	$330.00
THE HOME DEPOT PRO	117583	12/12/2024	PARKSFAC	VACUUM BAGS, URINAL SCREENS, NEUTRALIZER PODS	$59.52
THE MASTER'S TOUCH LLC	117540	12/12/2024	FINANCE	BPO - UB - PRINTING & MAILING MONTHLY STATEMENTS	$6,492.88
THE UPS STORE	117590	12/12/2024	POLICE	BPO PD MAIL SERVICE	$172.89
THOMSON REUTERS - WEST	117584	12/12/2024	LEGAL	BPO-LEGAL-WESTLAW CHARGES FY25	$1,115.43
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	117585	12/12/2024	POLICE	BPO TLO ACCESS FEES FOR INVESTIGATIONS	$125.00
	117586	12/12/2024	POLICE	BPO PD PRE-EMPLOYMENT CREDIT CHECKS	$77.36
TRIBUNE PUBLISHING CO	117587	12/12/2024	COMDEV	BPO-CD-PZC- PUBLISHED NOTICES FOR PUBLIC HEARINGS	$155.72
			EXECUTIVE	EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	$89.80
			PARKSFAC	TRIBUNE AD 180686 FOR COMMUNITY CENTER HVAC	$147.47
			TRNSPN	TR064 17TH ST SIDEWALK; IFB-25-004 AD 180650	$197.20
UNIFORMS2GEAR INC	117588	12/12/2024	POLICE	BPO PD UNIFORMS/NEW HIRE	$554.80
UNITED RENTALS (NORTH AMERICA), INC.	117589	12/12/2024	WSTWTR	PW-WWC-BPO MISC EQUIPMENT RENTAL	$200.00
URM STORES INC	117591	12/12/2024	FLTMAINT	BPO - SRV CTR - BREAK ROOM SUPPLIES	$14.89
			PARKSFAC	BPO - SRV CTR - BREAK ROOM SUPPLIES	$14.89
			RECREATION	BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES	$687.04
				SUPPLIES FOR DINNER WITH THE GRINCH EVENT	$60.79
			TRNSPN	BPO - SRV CTR - BREAK ROOM SUPPLIES	$14.89
			WSTWTR	PW-WWTP-BPO OPERATING/BREAKROOM/CLEANING SUPPLIES	$31.07
US FOODS - SPOKANE	117592	12/12/2024	RECREATION	BPO FOOD SUPPLY FOR SENIOR MEAL PROGRAM	$3,077.82
VALLEY WASTE DISPOSAL LLC	117594	12/12/2024	SANITATION	BPO - PW - FY25 NON-MUNICIPAL SW DISPOSAL	$7,913.65
VWR INTERNATIONAL LLC	117595	12/12/2024	WATER	PW-WD-PRV SPARE PARTS; COUPLINGS	$456.66
WASHINGTON STATE SUPPORT REGISTRY	117460	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$535.16
WEBER ENTERPRISES LLC DBA GARLINGHOUSE MEMORIALS	117506	12/12/2024	PARKSFAC	LEGACY STONE ORDERS AND REPLACEMENT STONES	$100.00
WELCH COMER & ASSOCIATES INC	117596	12/12/2024	CAPITAL PROJECTS	MJ024-RFQ-24-009 MAIN ST CORRIDOR DESIGN	$135,361.15
WELL CONNECTED ELECTRIC & COMMUNICATION INC	117597	12/12/2024	PARKSFAC	PARKS: BID DISTRICT LIGHTING IMPROVEMENTS	$7,129.28

WESMAR AUTOMOTIVE DBA WESMAR PRODUCTS	117434	12/5/2024	FLTMAINT	BPO - FLEET - BRAKE&CARB CLEANER	$126.72
	117598	12/12/2024	FLTMAINT	BPO - FLEET - BRAKE&CARB CLEANER	$42.24
WESTERN RECYCLERS INC	117599	12/12/2024	FINANCE	BPO - FIN - WESTERN RECYCLERS - SHREDDING	$34.66
			FIRE	BPO FIRE - WESTERN RECYCLERS - SHREDDING	$17.00
			HR	BPO - FIN - WESTERN RECYCLERS - SHREDDING	$17.34
			LIBRARY	BPO - LIB - RECYCLING SERVICES FEE	$52.00
			POLICE	BPO PD SHREDDING SERVICES	$52.00
			TRNSPN	BPO - PW OFFICE - SHREDDING SERVICES	$17.00
WILBERT PRECAST INC	117601	12/12/2024	CEMETERY	2024 NOVEMBER BURIALS WILBERT BURIALS	$3,590.00
			WSTWTR	PW-WWCOLL-BPO SSMH RINGS AND LIDS	$522.00
WSCCCE	117461	12/12/2024	ADMSVC	Payroll Run 1 - Warrant 121224	$1,756.56
WSCFF EMPLOYEE BENEFIT TRUST	117462	12/12/2024	FIRE	MERP PAYOUT - METCALF	$16,672.32
WSF LLC DBA WESTERN SYSTEMS & FABRICATION	117600	12/12/2024	FLTMAINT	REPL PROX SWITCH FOR #356 JETVAC	$289.93
ZIEGLER BUILDING CENTER	117603	12/12/2024	TRNSPN	BPO - ST/TR - OPERATING/CONSTRUCTION SUPPLIES	$34.47
			WATER	PW-WD-BPO OPERATING/CONSTRUCTION SUPPLIES	$16.95
ZOLL MEDICAL CORPORATION GPO	117604	12/12/2024	FIRE	BPO FIRE - ZOLL - EMS SUPPLIES	$1,936.48
Total					$2,809,921.64

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2024-50	**AGENDA NO.** V. A. **AGENDA DATE:** December 23, 2024

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

At its May 6, 2024, work session meeting, the City Council approved a motion (4-2 vote) to acknowledge the property known as "East End Park" was not needed for City purposes, directed staff to draft a lease agreement with the LC Valley Youth Resource Center, Inc. ("YRC"), and provided the YRC with approval to apply for a conditional use permit. Following that time, the YRC has received a conditional use permit to develop a transitional housing village upon several properties which include East End Park and 2207 E. Main St. (formally the Twin County United Way building).

East End Park has a long history with the City of being unused and underdeveloped. This property was declared surplus through Resolution 2007-62 on August 27, 2007, passing by a unanimous vote of the City Council. At that time, the Parks and Recreation Commission supported the sale of the property at a public hearing related to this matter. However, the property was never actually put up for public auction because the City Council subsequently became divided on whether to sell the property. The matter remained an agenda topic throughout the 2008 calendar year. On June 23, 2008, a second resolution declaring the property surplus, Resolution 2008-41, failed to pass. Since then, East End Park has been the subject of several more discussions regarding its potential sale as surplus property, but no action to sell the property has been successful.

This Lease Agreement introduces a new approach, using the property to meet a critical community need while allowing YRC to improve the undeveloped land. It is a ground lease, a long-term arrangement that permits the tenant to build on and enhance the property. Ground leases typically last 50-99 years, and the City already has similar long-term leases, such as the Adams Lane Apartments & Territorial Capital leases. These leases often specify that the property and any improvements revert to the landlord when the lease ends. In this case, the agreement includes a similar clause but also allows the City to waive ownership of improvements, requiring YRC to remove them and restore the property to its original condition if ownership is waived.

Approval of this Lease Agreement does not prevent the City from later declaring the property surplus and authorizing its sale. If sold, the lease would transfer to the new owner, who would be bound by its terms and conditions. The City’s only obligation would be to transfer any rents received to the new owner for the remaining lease term.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

The Lease Agreement contemplates the LC Valley Youth Resource Center, Inc. making a rent payment of $5,000 to the City within 30 days of the last day of signature of the Lease Agreement, which represents a rent of $100 per year for 50 years.

ACTION PROPOSED

Approval of Resolution 2024-50 and the Lease Agreement between the City of Lewiston and LC Valley Youth Resource Center, Inc.

RESOLUTION 2024-50

A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF LEWISTON AND THE LC VALLEY YOUTH RESOURCE CENTER, INC.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

WHEREAS, pursuant to Idaho Code §§ 50-1407 and 50-1409, the Lewiston City Council may, by resolution, authorize the lease of property not otherwise needed for City purposes upon such terms as the Lewiston City Council determines may be just and equitable; and

WHEREAS, the City of Lewiston desires to lease the bare, unimproved land known as "East End Park" (the Premises) to the LC Valley Youth Resource Center, Inc. for the purpose of developing, operating, and maintaining a transitional housing village for young adults transitioning out of the foster care system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: In accordance with Idaho Code §§ 50-1407 and 50-1409, the Lewiston City Council hereby finds that said Premises are not needed for City of Lewiston purposes, and the terms of the "Lease Agreement between the City of Lewiston and LC Valley Youth Resource Center, Inc." are just and equitable.

SECTION 2: The Lease Agreement between the City of Lewiston and LC Valley Youth Resource Center, Inc., a copy of which is attached hereto and incorporated herein as Exhibit A, is hereby approved.

SECTION 3: This resolution shall become effective upon passage; provided, however, such Lease Agreement shall be deemed to be effective as of January 1, 2025.

Signature page to follow

PASSED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

EXHIBIT A

to Resolution 2024-50

LEASE AGREEMENT BETWEEN THE CITY OF LEWISTON AND LC VALLEY YOUTH RESOURCE CENTER INC.

This LEASE AGREEMENT ("Lease") made this _____ day of December, 2024, between the CITY OF LEWISTON, a municipal corporation and political subdivision of the state of Idaho ("Lessor") whose address is 1134 F Street, Lewiston, Idaho 83501 and the LC VALLEY YOUTH RESOURCE CENTER INC, a non-profit corporation organized pursuant to the laws of the State of Idaho, whose address is 1633 10th Avenue, Lewiston, Idaho 83501 ("Lessee"). Lessor and Lessee may also individually be referred to as "Party" or collectively as "Parties."

The Parties hereby agree as follows:

1. PREMISES: The Lessor hereby leases to Lessee real property commonly known as East End Park and is legally described in Exhibit A attached hereto and incorporated herein by this reference ("the Premises").

2. PURPOSE: The sole purpose of this Lease is to allow Lessee to develop, operate, and maintain a transitional housing village development on the Premises.

3. TERM OF LEASE:

A. Original Term: The term of this Lease shall begin on January 1, 2025 (the "Commencement Date") and will expire fifty (50) years after the Commencement Date ("Original Term"); unless otherwise extended or terminated in accordance with the provisions herein.

B. Option to Extend: Lessee is hereby given the exclusive option to extend the term on all the provisions contained in this Lease for five (5) additional five (5) year periods ("Extended Term") following expiration of the Original Term by giving notice to exercise the option ("Extension Notice") to the Lessor at least six (6) months before expiration of the Original Term. Provided, however, that if Lessee is substantially in default on the date of giving the Extension Notice, or if Lessee has not substantially and timely complied with the terms of the Lease for the Original Term, the Extension Notice shall be ineffective, and the Extended Term shall not commence and this Lease shall expire at the end of the term.

C. Holdover Period: If Lessee, with the Lessor's consent, remains in possession of the Premises after expiration or termination of the term, including any Extended Term, or after the date in any notice given by the Lessor to Lessee terminating this Lease, such possession by Lessee shall be deemed to be a month-to-month tenancy terminable by either Party on giving thirty (30) days' written notice of termination to the other Party. All provisions of this Lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

4. RENT: Lessee will pay to the Lessor the amount of One-Hundred Dollars ($100) for each year of the Original Term of this Lease, and for each Renewal Term Lessee exercises their option to

extend. Payment of rent for the Original Term shall be due within thirty (30) calendar days from the last date of signature of this Agreement. Payment of rent for any Extended Term or holdover period shall be due prior to the beginning of the term.

5. CONDITION OF PREMISES: The Premises consists of an undeveloped and vacant parcel. The Lessor makes no representation regarding the fitness of the Premises for the Lease purpose. Lessee has fully inspected the Premises and accepts it in its present condition. The Lessor shall have no obligation to construct any leasehold improvements or otherwise prepare the Premises for Lessee's occupancy. In developing the Premises to meet the purpose of the Lease, Lessee agrees to comply with all conditions of approval placed on the approval of CUP24-3.

6. COMMENCEMENT OF CONSTRUCTION: Lessee must submit building plans for review and building permit issuance within six (6) months and begin actual construction of housing units meeting the Lease purpose within eighteen (18) months of commencement of this Lease.

A. Mechanic's Liens. Lessee will not suffer, create, or permit any mechanic's liens or other liens to be filed against the fee interest of the Lessor in the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Premises or any part thereof through or under Lessee. If any mechanic's or laborer's liens or materialman's liens will be recorded against the Premises or the leasehold improvements, then within sixty (60) days after notice of the filing thereof, or fifteen (15) days after the Lessee is served with a complaint to foreclose said lien or Lessor advises Lessee in writing that Lessor has been served with the complaint, whichever is earlier, Lessee will use commercially reasonable efforts to cause the lien to be removed, or will transfer the lien to bond for the benefit of Lessor pursuant to applicable law. If Lessee in good faith desires to contest the lien, Lessee will be privileged to do so, but in that case Lessee agrees to indemnify and hold Lessor harmless from all liability for damages, including attorneys' fees and costs, occasioned thereby and will, in the event of a judgment of foreclosure upon any mechanic's, laborer's, or materialman's lien, cause the same to be discharged and removed prior to the execution of the judgment.

7. ALTERATIONS: Lessee shall not make any alterations of the Premises, other than for the Lease purpose, without the written consent of the Lessor.

8. MAINTENANCE AND REPAIR: During the term of this Lease, maintenance of all improvements constructed or placed on the Premises shall be the sole responsibility of Lessee. Lessee shall at all times during the term of this Lease, at its own expense, keep the Premises and all improvements including landscaping and open space constructed or placed thereon, in good order and repair.

9. FIRE INSURANCE: Lessee shall keep the Premises, and all improvements constructed or placed thereon insured against loss or damage by fire, flood, or other casualty during the term of this Lease and shall be entitled to receive all payments paid under the terms of fire, flood, or casualty insurance policies.

10. DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS: In case of damage by fire, flood or other casualty to the Premises or any improvement constructed or placed thereon, Lessee shall repair the Premises, and all improvements as soon as is reasonably possible under the circumstances. If the damage is so extensive as to amount practically to the total destruction of the leased Premises or of the improvements thereon, Lessee shall either reconstruct the improvements to satisfy the Lease purpose or notify the Lessor in writing within twenty (20) calendar days of the damage of its intention to terminate this Lease. If Lessee opts out of this Lease, it must restore the Premises, at its sole cost and expense, to the condition existing at the time this Lease commenced. In determining what constitutes a reasonable time for repair, reasonable consideration shall be given to delays caused by strikes, acts of nature, adjustment of insurance, and other causes beyond Lessee's control.

11. DEFAULT AND REMEDIES:

A. Defaults. The Parties agree that each of the following events will constitute an "Event of Default": (i) Tenant's abandonment of the Premises, or the improvements now or hereafter constructed thereon, where the abandonment continues for a period of sixty (60) days after notice thereof by Owner to Tenant; (ii) Any violation of the use restrictions set forth in this Lease or CUP24-3; provided, however, as to any violations of the use restrictions by any tenant of Lessee or occupant of the Premises, Lessee's only obligation is to take reasonable action to stop the violation by the tenant or occupant promptly after receipt of written notice from Lessor specifying the violation of the use restriction; (iii) Lessee's failure to pay any monetary obligations of any nature whatsoever required to be paid by Lessee under this Lease when due and payable; and (iv) Lessee's failure to observe or perform any other material covenants, conditions, or agreements under this Lease.

i. The reasonable action Lessee is obligated to take may include legal or equitable actions to enforce the use restrictions against the tenant or occupant; provided, however, Lessee will not be obligated to pursue the termination of any sublease agreement or the eviction of the tenant or occupant, unless its facilities management plan or other operational policies state otherwise.

B. Notice and Right to Cure. As to any Event of Default occurring under this Lease, Lessee will have thirty (30) days after written notice is given by Lessor specifying the nature of the default to cure the default; provided, however, that if after exercise of due diligence and its best efforts to cure the non-monetary default Lessee is unable to do so within the thirty (30) day period, then the curing period will be extended for the reasonable time as may be reasonably approved by Lessor for curing the default, so long as Lessee continues to diligently prosecute to completion the curing of the default.

C. Remedies. If any default by Lessee will continue uncured upon expiration of the applicable curing period, then subject to the rights under this Lease, Lessor may, at Lessor's election, terminate this Lease by notice to Lessee. All Lessee's rights in the Land, the Lease purpose and in all improvements will terminate upon termination of this Lease. Promptly after any termination, Lessee will surrender and vacate the Premises, and Lessor may re-enter and

take possession of the Premises, subject to any federal or state affordability programs to which the Lease purpose (or individual residential units therein) may be bound. Termination under this paragraph will not relieve Lessee from the payment of any sum then due to Lessor, or from any claim for damages previously accrued, or then accruing, against Lessee. Lessor will utilize commercially reasonable efforts to mitigate damages in case an Event of Default will occur.

12. INSURANCE: Lessee covenants and agrees to procure and maintain at its sole expense throughout the continuance of this Lease, commercial general liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars ($1,000,000.00) per occurrence, from a company or companies approved by the Lessor. Such insurance may not be cancelled or modified without at least thirty (30) days' advance written notice to the Lessor, who shall, at its option, be named as an additional insured. Evidence of such insurance shall be furnished to the Lessor upon request.

13. WAIVER OF SUBROGATION: The Parties hereby release each other and their respective authorized representatives from any claims for damage to any person, the Premises and/or any improvements constructed or placed thereon that are caused by or result from risks insured against under any insurance policies carried by the Parties and in force at the time of any such damage. Each Party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either Party in connection with any damage covered by any policy. Neither Party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or if it is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the Party undertaking to obtain the insurance shall notify the other Party of this fact. The other Party shall have a period of ten (10) business days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other Party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such policy is obtainable at additional cost. If the insurance cannot be obtained or the Party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other Party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

14. REMOVAL OF IMPROVEMENTS: At the end of the term of the Lease, or upon the termination of this Lease for any reason, all improvements then situated on the Premises shall become the sole property of the Lessor and are hereby quitclaimed to the Lessor upon the happening of any termination event. The Lessor may waive the entitlement given it by this paragraph, but only by written notice thereof delivered to Lessee within sixty (60) calendar days after the occurrence of a termination event. If such notice is given, Lessee shall, at its expense, remove all such improvements within six (6) months after the Lessor repossesses the Premises. If Lessee fails to remove any improvement within the time allowed by this Section, the same shall be conclusively deemed to be abandoned by Lessee and shall belong solely to the Lessor without claim or right on the part of Lessee.

15. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Lessee is solely responsible for ensuring compliance with all Federal, State and Local laws and regulations governing the provision of housing on the Premises as contemplated by the Lease purpose including, but not limited to, the Fair Housing Act and Americans with Disabilities Act.

16. INDEMNIFICATION: Lessee, as a material part of the consideration to be rendered to the Lessor under this Lease, hereby waives all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") arising out of or in connection with any acts or omissions of Lessee, its officers, agents or employees, or that arise or are in any way connected with from any cause arising at any time from Lessee's use of the Premises unless said Claims result from the Lessor's or the Lessor's officers, agents or employees gross negligence. In the event Lessor is alleged to be liable on account of any act or omission of Lessee, its officers, agents or employees, then Lessee shall defend such allegation through counsel chosen by Lessee, and Lessee shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This provision shall survive the expiration or termination of this Lease. Indemnification and defense obligations shall extend to Claims occurring after this Lease is terminated or expired, as well as while this Lease is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

17. NOTICE: All notices and other communications required or permitted under this Lease Agreement shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the Party for whom it is intended at its address as set forth above, or by personal service as allowed by the Idaho Rules of Civil Procedure.

18. QUIET ENJOYMENT: The Lessor covenants that upon payment of the rent herein provided and the performance by Lessee of all covenants herein, Lessee shall have and hold the Premises, free from any interference from the Lessor except as otherwise provided for herein.

19. ASSIGNMENT AND SUBLETTING: Lessee may not assign, transfer, or encumber this Lease or any interest herein without the prior written consent of the Lessor, which shall not be unreasonably withheld. Lessee may rent, or lease housing units constructed upon the Premises to tenants as contemplated by the Lease purpose.

20. ATTORNEY FEES: If any action shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the leased Premises, the prevailing Party shall be entitled to recover from the other Party as part of the prevailing Party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

21. DISPUTE RESOLUTION: In the event that a dispute related to this Agreement arises, the dispute shall be articulated in writing by either Party. The Parties shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties

shall enter into non-binding mediation, or another mutually agreed upon alternative dispute resolution process. Each Party shall pay the fees of its counsel, consultants, and experts, but the fees and expenses for the mediator shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

22. PROMISE OF COOPERATION: Should circumstances change, operational difficulties arise, or misunderstandings develop, the Parties agree to meet and confer at the request of either Party to discuss the issue and proposed solutions. Further, each Party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other Party regarding the subject matter of the disagreement.

23. TAXES: Lessee shall be responsible for any taxes assessed on the real property which is the subject matter of this lease.

24. TIME OF THE ESSENCE: Time is of the essence of this lease.

25. COMPLETE AGREEMENT: It is hereby mutually agreed and understood that this agreement contains all agreements, promises, and understandings between the Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either the Lessor or Lessee in any dispute, controversy, or proceeding at law and any addition, variation or modification to this agreement shall be void and ineffective unless in writing and signed by both Parties hereto.

26. VENUE AND CHOICE OF LAW: Should any legal claim or dispute arise between the Lessor and the Lessee, the proper place of venue shall be in the Second Judicial District, Nez Perce County, Idaho, and laws of Idaho shall apply.

27. TERMS BINDING: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective Parties.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last day and year written below.

DATED this _____ day of December 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 2024, before me, a Notary Public, personally appeared Daniel G. Johnson and Tanya M. Brocke, known or identified to me as the Mayor and City Clerk, respectively, of the City of Lewiston, and stated they have the authority to execute this instrument on behalf of the City of Lewiston, and did execute this instrument on behalf of the same.

_____
Notary Public for the State of Idaho
My Commission Expires: _____

DATED this _____ day of December 2024.

LC VALLEY YOUTH RESOURCE CENTER INC

By: _____

Title: _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 2024, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of LC Valley Youth Resource Center Inc., and stated he or she has the authority to execute this instrument on behalf of LC Valley Youth Resource Center Inc., and did execute this instrument on behalf of the same.

_____
Notary Public for the State of Idaho
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

Lots 1, 2 and 3 of the Fairview Addition to the City of Lewiston as the same appears on the official plat thereof, on file and of record in the office of the Nez Perce County Assessor's Office, Lewiston, Idaho,

AND ALSO that parcel described as follows:

Commencing at the southeast corner of Lot 1 of the Fairview Addition to the City of Lewiston, Idaho; thence northerly along the east line of said Fairview Addition a distance of 135.8 feet to a point; thence at right angles east a distance of 50 feet to a point; thence southerly parallel to said east line of Fairview Addition and 50 feet distant therefrom a distance of 125.9 feet to a point on the north line of East Main Street; thence westerly along the north line of East Main Street a distance of 51 feet to the southeast corner of Fairview Addition, the place of beginning,

EXCEPTING THEREFROM the following:

A portion of Lots 1 and 2 Fairview Addition to the City of Lewiston, Idaho, records of Nez Perce County, Idaho, and a portion of the SW ¼ of Section 32 Township 36 North, Range 5 West, Boise Meridian, described as follows:

Beginning at Idaho Transportation Department Street Monument for the intersection of centerline of 23rd Street and centerline of East Main Street as shown by instrument 627709 records of Nez Perce County, Idaho; thence N 84°08'32" W a distance of 102.48 feet to the southeast corner of said property and the POINT OF BEGINNING; thence N 30°35'01" W a distance of 15.07 feet; thence N 29°04'00" W a distance of 18.64 feet; thence N 35°11'00" W a distance of 21.90 feet; thence N 51°39'00" W a distance of 20.09 feet; thence N 57°12'00" W a distance of 20.73 feet; thence N 75°51'00" W a distance of 22.16 feet; thence N 83°18'00" W a distance of 21.57 feet; thence S 81°59'00" W a distance of 27.58 feet to a point on the east right-of-way line of 22nd Street; thence South along said right-of-way line 48.76 feet; thence S 66°16'00' E a distance of 89.84 feet to a point on the north right-of-way line of East Main Street; thence N 78°50'03" E along said right-of-way line 51.48 feet to the point of beginning.

AND RESERVING a ten (10) foot wide drainage easement north of and parallel to the southerly parcel boundary for the east right-of-way line of 22nd Street to the north right-of-way line of East Main Street.

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE IFB-24-021 LIBRARY LIGHTING UPGRADES	**AGENDA NO.** V. B. **AGENDA DATE:** December 23, 2024

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

Bid documents were distributed through our online plan center and legal advertising requirements were met. Four bids were received, with two determined to be responsive. CNC Electric was the lowest bidder for the project base bid and alternate 1 in the amount of $222,575.

The existing light fixtures in the Library have experienced multiple failures. An evaluation of repair costs revealed that repairing the fixtures would approach the cost of replacing them with modern, energy-efficient alternatives. As a result, the project will replace the current fluorescent lighting with new LED fixtures and associated lighting controls throughout the basement, main floor, second floor, and the stairway leading to the second floor.

The City successfully secured $100,000 in grant funding from the Idaho Governor's Office of Energy and Mineral Resources (OEMR) through an Energy Efficiency and Conservation Block Grant (EECBG) for this upgrade. The grant award was signed by the Mayor on March 26, 2024.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

In FY24, the City Council approved an allocation of $290,000 from the Assigned Building Fund for the Library lighting upgrades. The $100,000 grant received through the Energy Efficiency and Conservation Block Grant (EECBG) will be credited back to the Assigned Building Fund. The net impact on the Assigned Building Fund for construction and engineering is estimated to not exceed $150,000.

ACTION PROPOSED

Staff recommends award of the Base Bid and Add Alternate 1 for the Library Lighting Upgrades to CNC Electric for a total of $222,575 and authorize the Mayor to execute the contract.

Memo

To: **City Council**

From: **Valerie Warren, Facilities Maintenance Supervisor**

Date: **December 9, 2024**

Subject: **Library Lighting Upgrades**

This memorandum provides an overview of the Library Lighting Upgrade Project and seeks your approval to move forward with awarding the project to CNC Electric LLC in the amount of $222,575.00.

The Library Lighting Upgrade Project was initiated following multiple failures of the existing light fixtures, including instances where bulbs fell from the fixtures into public areas, posing safety hazards. Upon evaluating repair costs, it was determined that repairs would approach the cost of replacement. Consequently, a decision was made to pursue replacing the fixtures with LED technology. This upgrade offers significant benefits, including substantial energy savings and enhanced lighting quality, which are critical in a library setting.

After exploring funding options, we identified and applied for a grant from the Idaho Governor's Office of Energy and Mineral Resources (OEMR). This grant, an Energy Efficiency and Conservation Block Grant (EECBG) grant, was successfully awarded for up to $100,000. In order to utilize the grant, the total project construction cost is capped at $250,000, and the selected bid came in under budget at $225,000.

In FY24, a request was made and approved by the Council for $290,000 from the Assigned Building Fund to cover both the project and associated engineering costs.

To ensure compliance with the grant requirements, the electrical contractor, CNC, has been instructed to adhere to Davis-Bacon wage standards and fulfill all BABA reporting procedures. The contractor, which submitted the lowest bid, has confirmed its understanding of these requirements and has provided all necessary licenses. The City Grants Writer will assist the contractor with proper reporting as needed.

If approved, work on the project will commence promptly, with an expected completion date of June 2025.

We respectfully request the City Council's approval to proceed with the Library Lighting Upgrade Project, utilizing the previously allocated funds and adhering to all grant compliance requirements.

Thank you for your attention and consideration. Please let me know if additional details or documentation are required.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Lewiston, an Idaho municipal corporation ("Owner") and CNC Electric LLC, a Limited Liability Company ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: IFB-24-021 City of Lewiston Library Lighting Upgrades

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: One for one replacement of specific light fixtures and their associated controls on both the main and lower floors of the Library. This project is partially funded from Department of Energy (DOE); Davis-Bacon Wages are applicable.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Coffman Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Coffman Engineers.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by six (6) months from Notice to Proceed.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

4.04 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work a lump sum of $ 222,575.00.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment up to twice each month during performance of the Work as provided in Paragraph 6.02.A.1

below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. Ninety Five (95) percent of the value of the Work completed (with the balance being retainage).

    b. Ninety Five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less (95) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. This article is reserved.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following and shall govern in the following order in case of conflict among them:

1. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Change Orders.

    b. Work Change Directives.

    c. Field Orders.

    d. Notice to Proceed.

2. This Agreement (2020 ISPWC Section 520) including any exhibits to this Agreement (enumerated as follows):
    a. N/A
3. Addenda Number(s): 1 through 1
4. Drawings consisting of **six** sheets with each sheet bearing the following general title: City of Lewiston Library Lighting Upgrades.
5. Special Provisions and Supplementary Technical Specifications (2020 ISPWC Section 820).
6. Supplementary Conditions (2020 ISPWC Section 800).
7. Instructions to Bidders (2020 ISPWC Section 200).
8. General Conditions (2020 ISPWC Division 100).
9. Standard Specifications and Drawings – 2020 Idaho Standards for Public Works Construction (ISPWC).
10. Contractor's Bid (2020 ISPWC Section 410 and all attachments thereto).
11. Documentation submitted by Contractor prior to Notice of Award.
12. CONTRACTOR'S Affidavits, including Non-Collusion Affidavit (ISPWC Section 450), Contractor's Affidavit Concerning Taxes (ISPWC Section 951), and Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace (ISPWC Section 460).
13. Bonds:
    a. Performance bond (2020 ISPWC Section 610 together with power of attorney).
    b. Payment bond (2020 ISPWC Section 615 together with power of attorney).
    c. Other Bonds Secured by Contractor
        1. N/A

B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference to this Agreement.

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.

13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Anti-Boycott Against Israel Act: If this Agreement: (1) Is to acquire or dispose or services, supplies, information technology, or construction; (2) has a potential value of One Hundred Thousand Dollars ($100,000) or more; and (3) Contractor is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

C. No Public Funds for Abortion Act: Pursuant to Idaho Code § 18-8703, Contractor certifies that it is not, and will not for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

D. Contract with Company Owned or operated by the Government of China Prohibited: Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

E. Pursuant to Idaho Code § 67-2802A, for contracts in excess of ten thousand dollars ($10,000), Contractor certifies that Contractor does not maintain or provide for Contractor's employees any segregated facility at any of Contractor's establishments, and that Contractor does not permit employees to perform their services at any location, under Contractor's control, where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide for employees any segregated facilities at Contractor's establishments, and Contractor will not permit employees to perform their services at any location under Contractor's control where segregated facilities are maintained.

F. Pursuant to Idaho Code § 67-2347A, if the Agreement (1) is to acquire goods or services: (2) has a value of One Hundred Thousand Dollars ($100,000) or more that is to be paid wholly or

partly from public funds; and (3) Contractor with ten (10) or more fulltime employees, then Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—OTHER (CITY) PROVISIONS

9.01 Other (City) Provisions

A. **Independent Contractor.** The Parties agree that CONTRACTOR is an independent contractor, with no employment relationship with the City of Lewiston.

B. **Contracting Authority**. CONTRACTOR warrants that the signatory to this Agreement has the authority to fully bind CONTRACTOR to enter into and be obligated to perform the duties set forth herein.

C. **Indemnification**. CONTRACTOR shall defend, indemnify, and hold OWNER, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees. In the event OWNER is alleged to be liable on account of any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees, then CONTRACTOR shall defend such allegations through counsel chosen by OWNER; and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

D. **Notices**. All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth on the signature page.

E. **Choice of Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

F. **Performance/Waiver**. The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.

G. **Third Party Beneficiaries**. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

H. **Attorney Fees**. In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.

I. **Public Records**. The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, et seq., the Idaho Open Meetings Act, I.C. §§ 74-201, et seq., and other applicable federal and state laws, and might be public records.

J. **Use of City Name**. CONTRACTOR shall not include the name, logo, or any identifying marks of the City of Lewiston in any advertising, sales promotion, or other publicity matter.

K. **Non-Discrimination**. CONTRACTOR shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.

L. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. **Force Majeure**. Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

N. **Merger and Integration**. This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.

O. **NON-APPROPRIATION:** Contractor understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All automatic renewals of this Agreement are wholly contingent upon the annual appropriation of funds for this Agreement. Said appropriations may be made solely at the option and discretion of the City. In the event that City does not appropriate funds for this Agreement for an ensuing fiscal year, for any reason, City may terminate this Agreement without penalty.

END OF SECTION 00520

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (Effective Date of the Contract).

Owner:

City of Lewiston
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

PO Box 617
Lewiston, ID 83501

Designated Representative:

Name: Valerie Warren
(typed or printed)

Title: Facilities Supervisor
(typed or printed)

Address:

PO Box 617
Lewiston, ID 83501

Phone: 208-792-7230

Email: vwarren@cityoflewiston.org

Contractor:

CnC Electric LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 12/09/2024
(date signed)

Name: Colby Ruark
(typed or printed)

Title: Co-Owner
(typed or printed)

(If Contractor is a corporation, a partnership, limited liability company, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Co-Owner
(typed or printed)

Address for giving notices:

1934 Powers Ave.
Lewiston ID 83501

Designated Representative:

Name: Colby Ruark
(typed or printed)

Title: Co-Owner
(typed or printed)

Address:

1934 Powers Ave.
Lewiston ID 83501

Phone: 208-717-7649

Email: colby@cncelectricllc.net

Idaho License No.: 071133
(where applicable)

Project: IFB-24-021 CITY OF LEWISTON LIBRARY LIGHTING UPGRADES

BID TABULATION -- Bid Opening: December 3, 2025 - 2:00 p.m.

	CNC Electric, LLC Lewiston, ID	*Twin City Electricians Clarkston, WA*	*Valley Electric Inc Lewiston, ID*	*Mike's Mechanical Lewiston, ID*
Total Base Bid	$195,325.00	$202,981.00		
Alternate 1	$27,250.00	$29,500.00		
Total Bid	$222,575.00	$232,481.00	Non-Responsive	Non- Responsive

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2024-49	**AGENDA NO.** V. C. **AGENDA DATE:** December 23, 2024

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

City Staff has compiled a list of items proposed to be declared surplus (Exhibit A to Resolution 2024-49). These items will be traded in through Ferno Washington Inc, an approved City vendor, to maximize City benefit.

The Purchasing Division, in coordination with the Fire Department, will handle the trade-in process. The items will be traded in "as is, no warranty or guarantee" in accordance with Section 6.15 of the City's Purchasing Policy.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

The trade-in process is expected to offset the cost of new equipment by applying the trade-in value of the surplus items. There are no additional expenditures related to this action. Staff time required to complete the trade-in will be streamlined compared to a public auction and managed with existing staff resources.

ACTION PROPOSED

Staff recommends that the City Council approve Resolution 2024-49, declaring the items listed in Exhibit A as surplus and authorizing the Purchasing Division to handle these items through a trade-in process with Ferno Washington Inc, an approved City vendor.

RESOLUTION 2024-49

A RESOLUTION DECLARING VARIOUS ITEMS OF CITY OF LEWISTON PROPERTY TO BE SURPLUS, AND PROVIDING FOR THE TRADE-IN OF SAID SURPLUS PROPERTY

WHEREAS, the City of Lewiston is in possession of property surplus to its needs; and

WHEREAS, in accordance with the City's Purchasing Policy, the City of Lewiston Purchasing Division seeks to have the City Council declare such property as surplus so that the property may be disposed of in accordance with Section 6.15 of the City's Purchasing Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: The Lewiston City Council hereby declares all property listed in Exhibit A, attached hereto and incorporated herein, to be surplus to the City's needs.

SECTION 2: The Lewiston City Council hereby authorizes the City of Lewiston Purchasing Division to trade-in the specified surplus property on an "as is, no warranty or guarantee" basis, in exchange for a credit to be applied toward the purchase of new property of a similar nature.

SECTION 3: The City of Lewiston Purchasing Division, in coordination with the Fire Department, is authorized to secure trade-in value through Ferno-Washington, Inc., an approved vendor of the City.

SECTION 4: This resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2024-49

CITY OF LEWISTON

Unusable/Obsolete Items 2024

EQUIPMENT				
DEPT	**QTY**	**DESCRIPTION**	**CONDITION**	**TRADE-IN VALUE**
Fire	1	2010 Stryker Power Pro Electric Gurney- Serial# 100839088	Good	$5,000
Fire	1	2017 Stryker Power Pro Electric Gurney- Serial# 171140027	Good	$5,000

Recommended Process for Council Vacancy

1. Public Notification

- **Notice Publication:** A notice about the vacancy was published in the *Lewiston Morning Tribune* on December 1, 2024, and shared on social media. Additional ads were also placed in the Tribune.
- **Notice Details:** The notice explained the vacancy, listed the qualifications needed (per Idaho Code § 50-702), provided instructions on how to apply, and set the application deadline for 5:00 p.m. on December 18, 2024.

2. Approval of Process

The Mayor's recommended process needs to be approved by a majority of City Council members who are present at the meeting (LCC 2-25(b)).

3. Review Process by Mayor

- **Eligibility Review:** After the application deadline, the City Clerk will share the eligible applications with the Mayor and City Council.
- **Mayor's Review:** The Mayor will look over the applications, considering each applicant's qualifications, background, and reasons for wanting the position.
- **Optional Interviews:** If needed, the Mayor may interview applicants to learn more about their suitability for the role.

4. Council Confirmation

- **Nomination by Mayor:** The Mayor will choose a candidate and submit their name to the City Council for deliberation and confirmation.
- **Council Vote:** The City Council will vote on the nomination. A majority vote (one-half plus one of the full council) is required for confirmation.
- **If Not Confirmed:** If the nominee isn't confirmed, the Mayor can either advertise the vacancy again or nominate a new candidate. This continues until someone is confirmed.

5. Oath of Office and Term

- **Oath:** Once confirmed, the City Clerk will administer the oath of office to the new council member at the first regular meeting in January.
- **Term:** The appointee will serve on the City Council until the next general city election (Idaho Code § 50-704).

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2024-43	**AGENDA NO.** V. E. **AGENDA DATE:** December 23, 2024

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

The Thain Road Corridor is a critical north-south throughway connecting the Lewiston Orchards neighborhoods to the core business areas, downtown, and the surrounding highway network. Thain Road, from Stewart Avenue to Powers Avenue, is a four-lane minor arterial and carries approximately 19,000 vehicles daily, providing direct access to businesses offering grocery, fuel, retail, financial, and dining services. The corridor serves a wide range of competing needs and documented existing challenges related to traffic operations, safety, access density, and mobility which will be exacerbated as the area continues to grow.

The Lewis Clark Valley Metropolitan Planning Organization (LCVMPO) took the lead in conducting the Thain Road Corridor and Access Study ("Study") with the purpose of identifying a long-term vision for the corridor to improve safety, mobility, and connectivity for all users. Through data-driven analysis, evaluation of disadvantaged and historically underserved populations, and three (3) phases of public engagement, the Study recommends 13 feasible, low-cost transportation projects that can be implemented incrementally.

On November 25, 2024, Councilor Schroeder and Council President Kleeburg moved to approve Resolution 2024-43 which would adopt the findings of the Thain Road Corridor and Access Study but would not bind City Council to any future projects. The motion failed 2-4.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

Adoption of this document does not bind City Council to any future projects, it merely accepts the findings of the study.

ACTION PROPOSED

Staff recommends approval of Resolution 2024-43 and adoption of the Thain Road Corridor Study.

RESOLUTION 2024-43

A RESOLUTION APPROVING THE "THAIN ROAD CORRIDOR AND ACCESS STUDY" DRAFTED BY KITTELSON & ASSOCIATES, INC., AND DATED JULY 2024

WHEREAS, the Thain Road Corridor is a vital north-south thoroughfare that connects the Lewiston Orchards neighborhoods to the core business areas, downtown Lewiston, and the surrounding highway network;

WHEREAS, the section of Thain Road between Stewart Avenue and Powers Avenue functions as a four-lane minor arterial, accommodating approximately 19,000 vehicles daily, and providing direct access to essential services such as grocery, fuel, retail, financial, and dining establishments;

WHEREAS, the corridor serves as a critical pass-through for regional travelers, linking downtown Lewiston, the Lewiston Orchards neighborhood, and the broader Nez Perce County;

WHEREAS, the residential area adjacent to Thain Road to the west is identified as a transportation disadvantaged population according to the Environmental Protection Agency (EPA) Disadvantaged Communities index;

WHEREAS, the corridor currently faces numerous challenges related to traffic operations, safety, access density, and mobility, which are anticipated to escalate with continued regional growth;

WHEREAS, the Lewis Clark Valley Metropolitan Planning Organization and the City of Lewiston have jointly undertaken the Thain Road Corridor and Access Study (the "Study") to establish a long-term vision aimed at enhancing safety, mobility, and connectivity for all users, including pedestrians, cyclists, motorists, and transit users;

WHEREAS, the Study area encompasses Thain Road between Stewart Avenue and Powers Avenue culminating in a list of 13 feasible, low-cost recommended projects, developed through rigorous data-driven analysis and three phases of public engagement, to be implemented progressively;

WHEREAS, the development and evaluation of alternatives within the Study have duly considered transportation disadvantaged populations to ensure that the recommended projects improve connectivity and mobility for historically underserved communities;

WHEREAS, the Study report encapsulates key findings that have informed the development of preferred alternatives, including planning-level concepts and cost estimates;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: The foregoing recitals are hereby incorporated into and made part of this resolution, including all defined terms therein.

SECTION 2: The "Thain Road Corridor and Access Study" drafted by Kittelson & Associates, Inc. and dated July 2024 is hereby approved, a copy of which is attached hereto and incorporated herein as Exhibit A.

SECTION 3: This resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2024-43

Thain Road

CORRIDOR AND ACCESS STUDY

July 2024

Thain Road Corridor and Access Study

LEWISTON, ID

Prepared for:
Lewis Clark Valley Metropolitan Planning Organization (LCVMPO)
215 D Street
Lewiston, ID 83501

Prepared by:
Kittelson & Associates, Inc.
202 East Spokane Falls Boulevard, Suite 303
Spokane, WA 99202
800.878.5230

Project Analysts:
Katie Popp, EI
Allison Winter
Transportation Analysts

Project Manager:
Lauren Nuxoll, PE, PTOE
Senior Engineer

Project Principal:
Wende Wilber, PTP
Senior Principal Planner

Kittelson Project Number: 29010

July 2024

TABLE OF CONTENTS

Project Overview **5**
Study Timeline 7
Project Goals 7
Agency and Public Involvement Overview **8**
General Public 8
Needs and Deficiencies **8**
Alternatives Development **11**
Tier 1 Analysis 11
Additional Alternatives Considered 13
Tier 2 Analysis 14
Recommended Projects **15**
Corridor-Wide Recommendations 17
Access Management 17
Traffic Signal Upgrades/ Leading Pedestrian Intervals 17
Center Median 18
Long-Term Considerations 18
Park Avenue 18
Planned Network Extensions 18
Implementation **19**
Project Prioization 19

LIST OF FIGURES

Figure 1. Study Area 6
Figure 2. Study Timeline 7
Figure 3. Needs and Deficiencies 9
Figure 4. Alternatives Development Approach 11
Figure 5. Corridor Improvements 16
Figure 6. From Study to Construction Phase 19
Figure 7. Time/Expense Project Prioritization 19
Figure 8. Operational/Safety Need Project Prioritization 20

LIST OF TABLES

Table 1. Summary of Improvements Considered in Tier 1 12
Table 2. Summary of Improvements Considered in Tier 2 14
Table 3: Example Driveway Standards for Non-Residential Uses on Collector/Arterial Roadways 17

TECHNICAL APPENDICES

Appendix A Existing and Future Conditions Memorandum
Appendix B Tier I Analysis Memorandum
Appendix C Tier 2 Alternatives Flow Chart and PowerPoint
Appendix D Public Engagement Summaries
Appendix E Intersection Fact Sheets
Appendix F Planning Level Cost Estimates

1. PROJECT OVERVIEW

The Thain Road Corridor is a critical north-south throughway connecting the Lewiston Orchards neighborhoods to the core business areas, downtown, and the surrounding highway network. Between Stewart Avenue and Powers Avenue, Thain Road is a four-lane minor arterial and carries approximately 19,000 vehicles daily. The corridor provides direct access to businesses on Thain Road offering grocery, fuel, retail, financial, and dining services. The corridor also serves as a pass-through corridor for regional travelers connecting downtown Lewiston, Lewiston Orchards neighborhood, and the broader Nez Perce County. The residential area adjacent to Thain Road to the west is also defined as a transportation disadvantaged population based on data from the Environmental Protection Agency (EPA) Disadvantaged Communities index. The corridor serves a wide range of competing needs and documented existing challenges related to traffic operations, safety, access density, and mobility which will only increase as the area continues to grow.

The Lewis Clark Valley Metropolitan Planning Organization (LCVMPO) and City of Lewiston (City) partnered to conduct the Thain Road Corridor and Access Study (Study). The study area includes Thain Road between Stewart Avenue and Powers Avenue, shown in Figure 1.

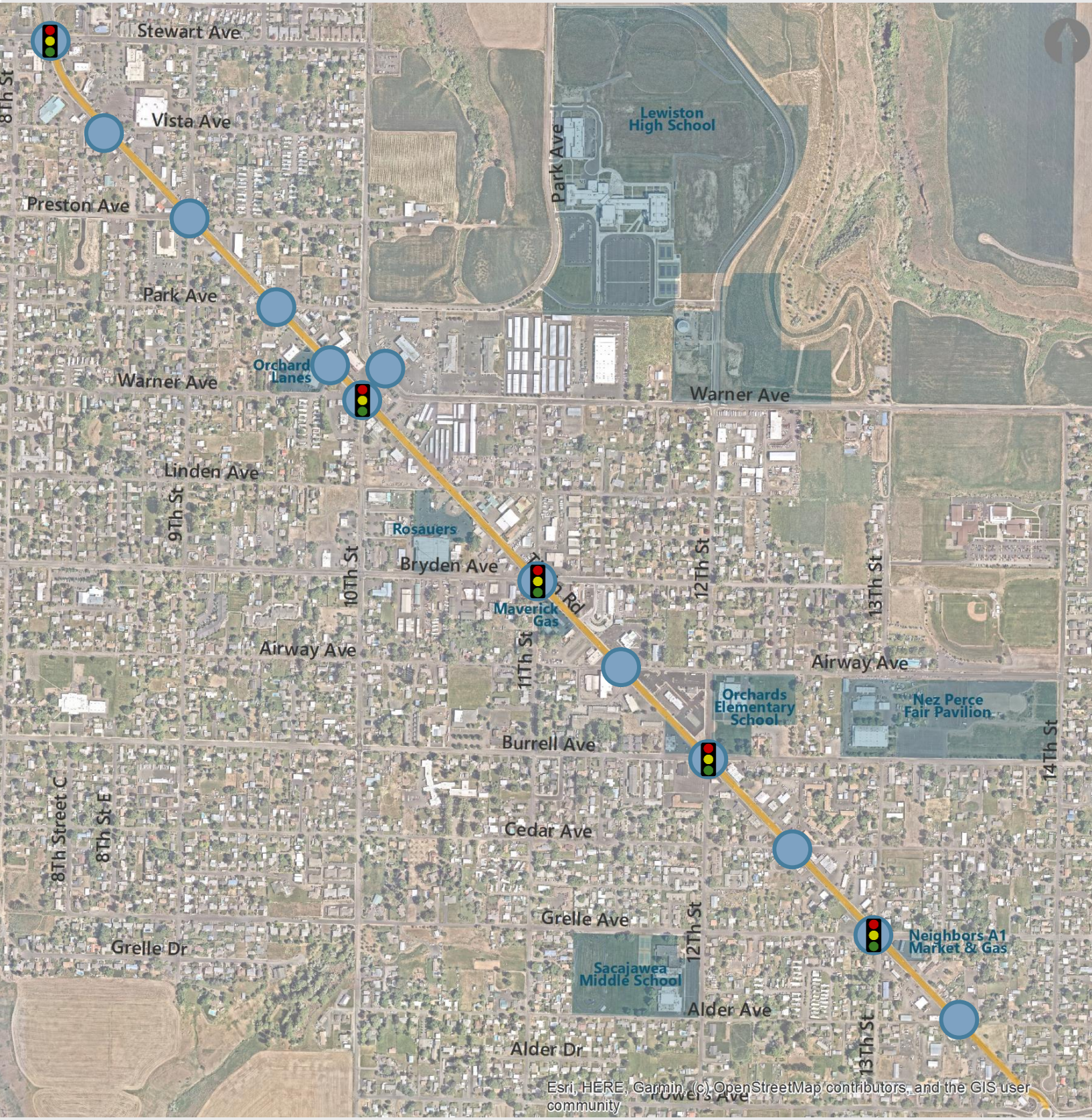
The purpose of the Study was to identify a long-term vision for the corridor to improve safety, mobility, and connectivity for all users, including people that walk, bike, drive, roll, or use transit. The outcome of the Study is a list of 13 feasible, low-cost recommended projects that can be implemented over time.

The recommended projects were developed through data-driven analysis and three phases of public engagement. Transportation disadvantaged populations were also considered in alternatives development and evaluation to ensure that recommended projects enhance connectivity and mobility for populations that have historically been underserved by the transportation system.

This report summarizes key findings that informed the development of the preferred alternatives and included descriptions of each preferred alternative, including planning-level concepts and cost estimates.

For further in-depth information and analysis see the Technical Memorandums included as Appendices.

Thain Road Corridor Study Area

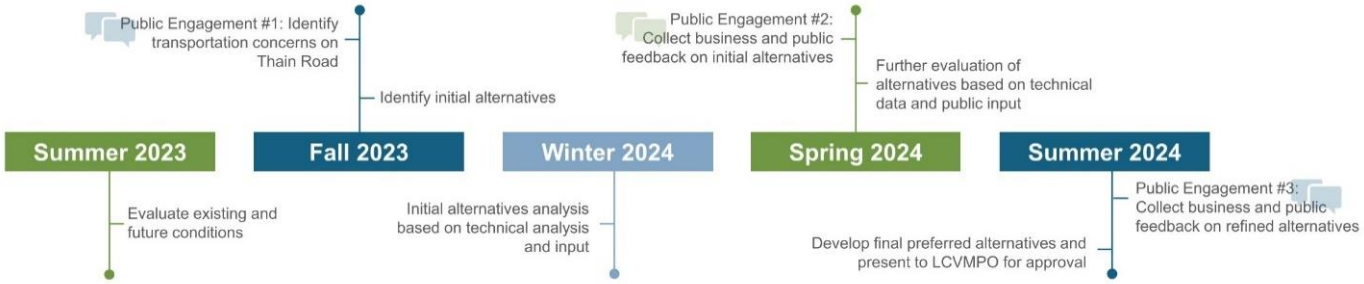


Study Intersection

Existing traffic signal

STUDY TIMELINE

Figure 2. Study Timeline



PROJECT GOALS

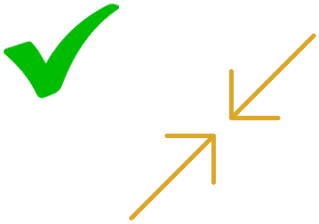
Provide a transportation network that accommodates local, commuter, and region traffic, including freight

Improve safety for all users – motorists, bicyclists, pedestrians, and transit users

Accommodate current and future traffic growth and local access needs

Improve walking and biking routes/connectivity

Facilitate future development along corridor



Minimize impacts to adjacent properties and utilities

2. AGENCY AND PUBLIC INVOLVEMENT OVERVIEW

Coordination and engagement with the MPO, City, stakeholders, business and property owners, and the general public informed the development of alternatives. Over 500 people that made up a diverse sub-set of the Lewiston community (youth, elderly, people who do not own or drive a vehicle, people with a disability) provided direct input that informed the development of project recommendations. Additionally, Project Steering Committee consisting of a group of staff from the MPO, City, and Lewiston Transit provided technical guidance and decision-making input at key milestones.

GENERAL PUBLIC

Public Engagement #1
September 2023

- **Activities**: Nez Perce County Fair, Business/ Property Owner Corridor Wallk, Pop-ups at Grocery Outlet and Rosauer's, Virtual Open House
- **Purpose**: Inform the public about the project and collect input on how Thain Road operates today in terms of safety, congestion, and mobility.
- 325 people visited the Fair Booth
- 70 people visited the online open house
- 40 people viisted the pop-up events
- 31 property owners were contacted

Public Engagement #2
March 2024

- **Activities**: CatFM Home & Garden Show, Business/ Property Owner Corridor Walk, Virtual Open House.
- **Purpose**: Collect general public and business/ property owner input on initial project alternatives.
- 115 people visted the H&G Show Booth
- 225 people visted the online open house
- 90 property owners were contacted

Public Engagement #3
May 2024

- **Activities**: Rosauer's Pop-Up, Virtual Open House.
- **Purpose**: Collect general public and business/ property owner input on refined project alternatives.
- 52 people visited the Pop-Up Open House

More details on Public Engagement efforts are provided in the *Public Engagement Summaries (Appendix D).*

3. NEEDS AND DEFICIENCIES

Existing and future needs and deficiencies were analyzed based on data and community outreach efforts. Figure 3 shows the needs and deficiencies in the study area.

Thain Road Corridor

Needs & Deficiencies Summary

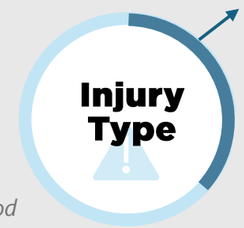
Thain Road is essential for businesses attracting customers, school children and parents commuting daily, and regional travelers accessing state highways. The corridor serves a wide range of competing needs and has a list of challenges related to traffic operations, safety, access density, and mobility.

19,000* Average Daily Traffic (ADT)

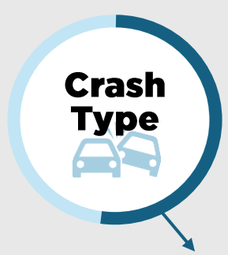
4 Intersections projected to have delays in 2045 that exceed city standards (**LOS E and F**).

235 Crashes

Over a 5-year period (2018 to 2022)



37% injury crashes



57% rear-end or angle turning crashes**

157 Accesses

25% do not meet City standards

Growth Proposed developments in the area are expected to **increase traffic volumes** on the corridor.

Disadvantaged Populations The area adjacent to Thain Road to the west is defined as a transportation disadvantaged population.

**Represents the highest ADT on the Study corridor (between Stewart Avenue and 10th Street). Based on 2019 data. **The remaining 43% mostly include head-on turning (12%), side swipe (11%), and angle (11%) crashes. There were 3 pedestrian crashes (1%) and 1 bicycle crash (<1%).*

The main takeaway from the public engagement activities was the widespread agreement that something needs to be done to improve traffic and safety on Thain Road. People recognized the challenges of balancing local business access with operational performance within the corridor's limited right-of-way. Public feedback from community members and business/ property owners can be categorized in four major themes – Traffic, Safety, Geometry, and Access.

Traffic

- Increasing traffic congestion, especially at Thain Road/10th Street and 10th Street/Warner Avenue intersections
- Drivers are cutting through neighborhoods and driving too fast to avoid congestion
- People were split between supporting roundabouts and not wanting to see any more roundabouts
- Growth is continuing in the Lewiston Orchards area and traffic will continue to increase

Safety

- Increasing number of vehicle crashes
- Walking and biking are difficult, especially near schools
- Drivers are avoiding Thain Road and using residential streets, often speeding through neighborhoods.

Geometry/Condition

- Intersection patterns are confusing. Travel lanes don't always line up and there are more than 4 roads coming into one intersection, and some roads are one-way only
- The roadway and sidewalks are in poor condition

Access

- Difficulty making left turns from accesses and driveways along Thain Road and at intersections without signals or permissive left turns
- Corridor needs to serve both local business traffic and commuter traffic passing through to other destinations
- Ability to attract new business along the corridor

4. ALTERNATIVES DEVELOPMENT

A tiered approach was used to develop, evaluate, and screen alternatives.

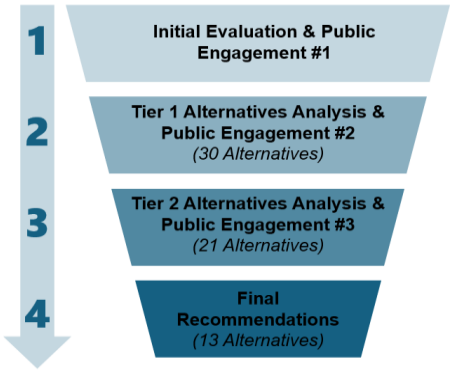


Figure 4. Alternatives Development

Each intersection and corridor-wide alternative was assessed based on the following evaluation metrics:

TIER 1 ANALYSIS

The Tier 1 analysis identified and evaluated 29 possible intersection and roadway improvements on Thain Road. The improvements included new intersection control (roundabouts and traffic signals), road closures, traffic pattern changes, access management, pedestrian improvements, and a corridor-wide center median. More details on the Tier 1 analysis alternatives and evaluation results can be found in the *Tier 1 Analysis Memorandum* (Appendix B).

Infrastructure improvements such as road closures and traffic pattern changes were identified as low-cost options to reduce conflict points. Larger intersection improvements such as roundabouts and roadway widening were also considered to meet the City's operational targets in 2045. The range of improvement types considered for each intersection are summarized in Table 1.

Table 1. Summary of Improvements Considered in Tier 1

Intersection	Signal Modification	Access Management	Roadway Closure	New Traffic Signal	New Roundabout	Traffic Pattern Changes	Approach Widening	Enhanced Crossings
Stewart Ave	✓							
Vista Ave		✓	✓					
Preston Ave			✓	✓	✓			
Park Ave		✓	✓			✓		
Warner Ave		✓	✓					
10th Street	✓	✓	✓		✓	✓		
Linden Ave		✓	✓			✓		
Bryden Ave	✓		✓		✓		✓	
Burrell Ave	✓		✓				✓	✓

Twelve alternatives were eliminated from further assessment based on the results of the evaluation. Significant right-of-way needs/ property impacts, not meeting City operational standards in 2045, increased out-of-direction travel through neighborhoods, increased conflict points, or reduced mobility were the primary reasons that alternatives were removed. High costs were also considered but weren't the deciding factor of whether an alternative was eliminated or not if it had safety and mobility improvements.

The remaining **17** alternatives were presented to the public for feedback and moved forward to a more in-depth Tier 2 analysis.

Feedback from the Public Engagement #2 activities is summarized below.

Thain Rd / 10th St / Warner Ave

- People recognized the complexity of this connection and expressed concerns about any projects that may increase out-of-direction travel and impact connectivity to Lewiston High School.

Reducing Left-Turning Conflicts

- Support for reducing left-turning conflicts to and from Thain Road and simplifying multi-leg intersections, where they are feasible and wouldn't impact businesses by requiring significant out-of-direction travel.

Thain Rd Geometry

- Recognition that widening Thain Road to a 5-lane section isn't feasible because there isn't enough room to widen the roadway without significant property impacts throughout the corridor

Maintaining Business Accesses

- Maintaining business access and reducing out-of-network travel is a high priority for many people.

Additional Alternatives Considered

The following alternatives were considered in the Tier I phase but were eliminated due to the reasons described below.

Roundabouts

In previous phases, roundabouts were identified to improve safety and traffic flow. After further evaluation of the roundabouts and reviewing draft conceptual layouts, it was determined that traffic signals are preferred on Thain Road. While they both meet 2045 traffic operation needs, traffic signals have significantly less impact to private property and existing businesses access and are more cost effective.

Three-Lane Cross-Section

The 2022 *Thain Road and Lewiston Orchards Transportation Study* recommended a 3-lane cross-section with a two-way-left-turn-lane (TWLTL) alternative for Thain Road between Vista Avenue and Burrell Avenue. This alternative was not carried forward for the following reasons:

- The high number of driveways and cross streets equate to a high number of left- and right-turning movements for vehicles. While adding a TWLTL could improve safety of left turning vehicles moving in and out of businesses, overall delay would likely increase because of right-turning vehicles slowing down to turn into business driveways.
- 2045 traffic operations show several intersections with queue lengths for turning movements exceeding 300 feet. These long queue lengths may limit the usability of the TWLTL for vehicles moving in and out of business driveways, increasing congestion.

TIER 2 ANALYSIS

The Tier 2 analysis built upon the analysis results of Tier 1 and analyzed new alternatives based on the outcomes from public engagement and steering committee discussions. A more in-depth assessment of each alternative was conducted to understand the impacts to mobility caused by eliminating access points, network-level traffic operations, transit infrastructure opportunities, constructability, right-of-way requirements/ property impacts, likelihood of business and public support. Twenty-one alternatives were assessed for the 13 study intersections on the corridor.

The range of improvement types considered for each intersection are summarized in Table 2.

Table 2. Summary of Improvements Considered in Tier 2

Intersection	Signal Modification	Access Management	Roadway Closure	New Traffic Signal	New Roundabout	Traffic Pattern Changes	Approach Widening	Enhanced Crossings
Stewart Ave	✓							
Vista Ave		✓	✓					
Preston Ave			✓	✓				
Park Ave		✓	✓			✓		
Warner Ave		✓	✓					
10th Street	✓	✓	✓		✓	✓		
Linden Ave		✓	✓			✓		
Bryden Ave	✓		✓				✓	
Burrell Ave	✓							
Cedar Ave								✓
Grelle Ave						✓		
Alder Ave		✓					✓	

Discussions with the Steering Committee about these options resulted in **13** draft recommended projects, one for each intersection, which were presented to the public in May 2024.

Thain Rd / 10th St / Warner Ave

- Concern about the restriction of left-turns at the 10th Street / Warner Ave intersection and the ability to go down Gun Club Road or head to the High School from the Orchards.
  - Would like to see a roundabout at 10th Street / Warner Ave
- Free northbound right-turn along Thain onto 10th Street and Warner Ave.

Pedestrian Crossing

- Support for increased pedestrian crossing along Thain Road.

Thain Rd Geometry

- Concern about truck right-turning movements onto side streets with the closure of several side streets.

Maintaining Business Accesses

- Maintaining business access and reducing out-of-network travel is a high priority for many people.

5. RECOMMENDED PROJECTS

The Recommended Projects provide feasible near-term improvements to safety and mobility that the City can implement as funding becomes available. They are based on results of the Tier 2 analysis, ongoing conversations with the Steering Committee, and public feedback. Overall, the projects feature intersection control improvements, closed access and side streets, enhanced crossings, roadway realignment and traffic signal upgrades.

Recommended projects are detailed in a series of 12 “Fact Sheets” for each project location. The fact sheets provide a conceptual layout and planning-level cost estimate as well as a description of key considerations, and a summary of mobility, safety, and connectivity impacts.

Thain Road Corridor

Improvements Summary

The recommended improvements for Thain Road address safety, mobility, and connectivity challenges throughout the corridor and surrounding network.

All analyzed intersections are **projected to meet City operating standards** (**LOS D or better**) in 2045.

Total **crash conflicts are reduced** at 6 intersections.
Vista Avenue, Preston Avenue, Park Avenue, Warner Avenue, Linden Avenue, and 10th Street

Enhanced crossings **improve pedestrian comfort and safety** within the direct vicinity of schools.

Icon	Improvement	Location
	New Traffic Signal	Preston Avenue
	Signal Timing Updates/ Leading Pedestrian Intervals	Stewart Avenue, Bryden Avenue, and Burrell Avenue
	Center Median and/ or Access Restriction	Warner Avenue/ Thain Road intersection, 10th Street/ Warner Avenue intersection, segment from Vista Avenue to Park Avenue, segment from Linden Avenue to Grelle Avenue
	Side Street Closures	Vista Avenue, Preston Avenue, Park Avenue, Linden Avenue, and 11th Street at Bryden Avenue.
	New Transit Pullouts	Vista Avenue, Linden Avenue
	New Pedestrian Hybrid Beacons (PHBs)	Linden Avenue, Cedar Avenue, and Alder Avenue
	Realign/ Widen Intersection	Preston Avenue, Bryden Avenue, and Alder Avenue

Corridor-Wide Recommendations | Access Management | Traffic Signal Optimization | Center Medians

ap contributors, and the GIS user

CORRIDOR-WIDE RECOMMENDATIONS

In addition to the Recommended Projects, systemic improvement along Thain Road should be considered to improve safety and operations.

Access Management

The City should consider updating the current driveway standards and encourage development that utilizes shared accesses to minimize, manage, and reduce the number of conflict points that exist along Thain Corridor and other commercial corridors within City limits. For driveway location and operational planning, the following should be addressed in the standards:

- Land Use type – residential, commercial, or industrial
- Number of driveways permitted per parcel based on frontage distance and street classification.
- Intersection adjacency – driveways should be located as far from the intersection as possible.
- Spacing from property lines
- Minimum and maximum widths
- Change of use or redevelopment of parcel and standards for bringing driveways into compliance.
- Driveway design details (i.e., curbs, grades, sight distance)

Table 3 provides a summary of select driveway standards from comparable communities including: Missoula, MT; Helena, MT; Walla Walla, WA; Pasco, WA; Kennewick, WA; Ontario, OR. The standards listed are primarily for arterials and commercial land uses. As mentioned above, many communities provide different standards based on the roadway functional type and land use category.

Table 3: Example Driveway Standards for Non-Residential Uses on Collector/Arterial Roadways

	Ranges of standards used
Number of driveways permitted per property	1 per 60’ of frontage Limit of 2 per property Based on daily trip generation
Spacing	50’ for collectors to 300’ for arterials 5’ from property lines
Driveway Widths (two-way)	30’ to 40’ 30% of lot frontage
Setback from intersection	50’ to 150’

Traffic Signal Upgrades/ Leading Pedestrian Intervals

In addition to the 13 intersection-specific improvements, corridor-wide traffic signal upgrades and Leading Pedestrian Intervals (LPIs) are recommended as a system-wide improvement for traffic operations and mobility. LPIs give pedestrians the opportunity to enter the crosswalk at the intersection 3-7 seconds before vehicles are given a green indication, which increases visibility of pedestrians in a crossing, reduces conflicts between pedestrians and vehicles, and increases likelihood of motorists

yielding to pedestrians.[1] LPIs are included in the Federal Highway Administration (FHWA) list of Proven Safety Countermeasure. Guidance for LPI timing and pedestrian accessibility is provided in the Manual on Uniform Traffic Control Devices (MUTCD). Costs for implementing LPIs can be very low when only signal timing updates are required.

Center Median

Center medians improve safety and traffic flow efficiency by managing turning movements and reducing conflicts. In addition to a center median at Warner Avenue, a center median may be considered at other segments where there are high concentrations of driveways and other business accesses. These may include:

- Thain Road between Vista Avenue and Park Avenue. This location would be compatible with a new traffic signal at Preston Avenue that helps facilitate intersection controlled turning movements.
- Thain Road between Linden Avenue and Bryden Avenue. This location would be compatible with the recommended intersection capacity improvements at Bryden Avenue that helps facilitate intersection controlled turning movements.
- Thain Road between Bryden Avenue and Grelle Avenue. This location would be compatible with the traffic signal upgrades at Burrell Avenue that will increase efficiency of signal phasing.

Further evaluation is needed to understand the volume of turning traffic entering and exiting business accesses along this segment. Planning-level cost estimates for center medians at the three locations identified above are provided in Appendix F.

LONG-TERM CONSIDERATIONS

The following recommendations are potential long-term projects that can be considered in the future as the area around the Thain Road corridor develops.

Preston Avenue and Park Avenue

Planned development east of Thain Road will contribute additional traffic volumes to Thain Road, adding stress to already congested intersections like 10th Street/ Thain Road/ Warner Avenue. As traffic volumes increase, the City may consider improving Park Avenue east of Thain Road to accommodate two-way traffic and implementing an intersection improvement such as a single-lane roundabout at Park Avenue/ 10th Street and/ or at Preston Avenue/ 10th Street to provide additional east-west connectivity between Thain Road and major activity centers.

Planned Network Extensions

There are several future connections identified in the 2020 Lewiston Transportation Plan that could provide additional network connectivity for the Lewiston Orchards. These include the extension of 18th Street and Nez Perce Drive to Lindsay Creek Road and the extension of Cecil Andrus Way to the planned Nez Perce Drive extension.

[1] Federal Highway Administration Leading Pedestrian Intervals Fact Sheet

6. IMPLEMENTATION

With adoption of the Thain Road Corridor & Access Study, the LCVMPO and City can incorporate the Study in upcoming updates to long-range planning documents, including the Lewiston Transportation plan and LCVMPO Long Range Tranpsortation Plan (LRTP), to ensure the projects are part of capital improvement planning and prioritization and are eligible for local, state, and federal funding sources. City access standards are recommended to be updated based on the recommendations provided in this Study.

Figure 6 shows the general next steps for moving the project recommendations from concept to construction.

Figure 6. From Study to Construction Phase

PROJECT PRIORITIZATION

The 11 identified projects were organized into two groups based on time/expense and operational/safety need. A summary matrix of the 11 projects is shown in Table 4.

Figure 7. Time/Expense Project Prioritization

Figure 8. Operational/Safety Need Project Prioritization

*It is recommended that the improvements at Preston Avenue are constructed before or in a similar time period as the improvements at 10th Street.

Table 4. Prioritization Matrix

		Time/ Expense		
		Near-Term	**Medium-Term**	**Long-Term**
Operational/ Safety Need	**High Need**	10th St	Vista Ave	Bryden Ave Alder Ave
	Medium Need	Warner Ave Burrell Ave	-	Preston Ave
	Low Need	Stewart Ave	Park Ave Cedar Ave	Linden Ave

Memo

To: **Lewiston City Council**
Daniel G. Johnson, Mayor

From: **Public Works Advisory Commission**

Copy: **Dustin Johnson, PE, Public Works Director**
Haley Kelley, Public Works Specialist

Date: **December 18, 2024**

Subject: **Resolution 2024-43 - Thain Road Corridor Study**

The Public Works Advisory Commission ("Commission") discussed the "Thain Road Corridor and Access Study" drafted by Kittelson & Associates, Inc. during its December 18, 2024 meeting. In a motion that passed 5-0, the Commission directed staff to provide their comments to the City Council ahead of the December 23, 2024 meeting when approval of Resolution 2024-43 is considered once more.

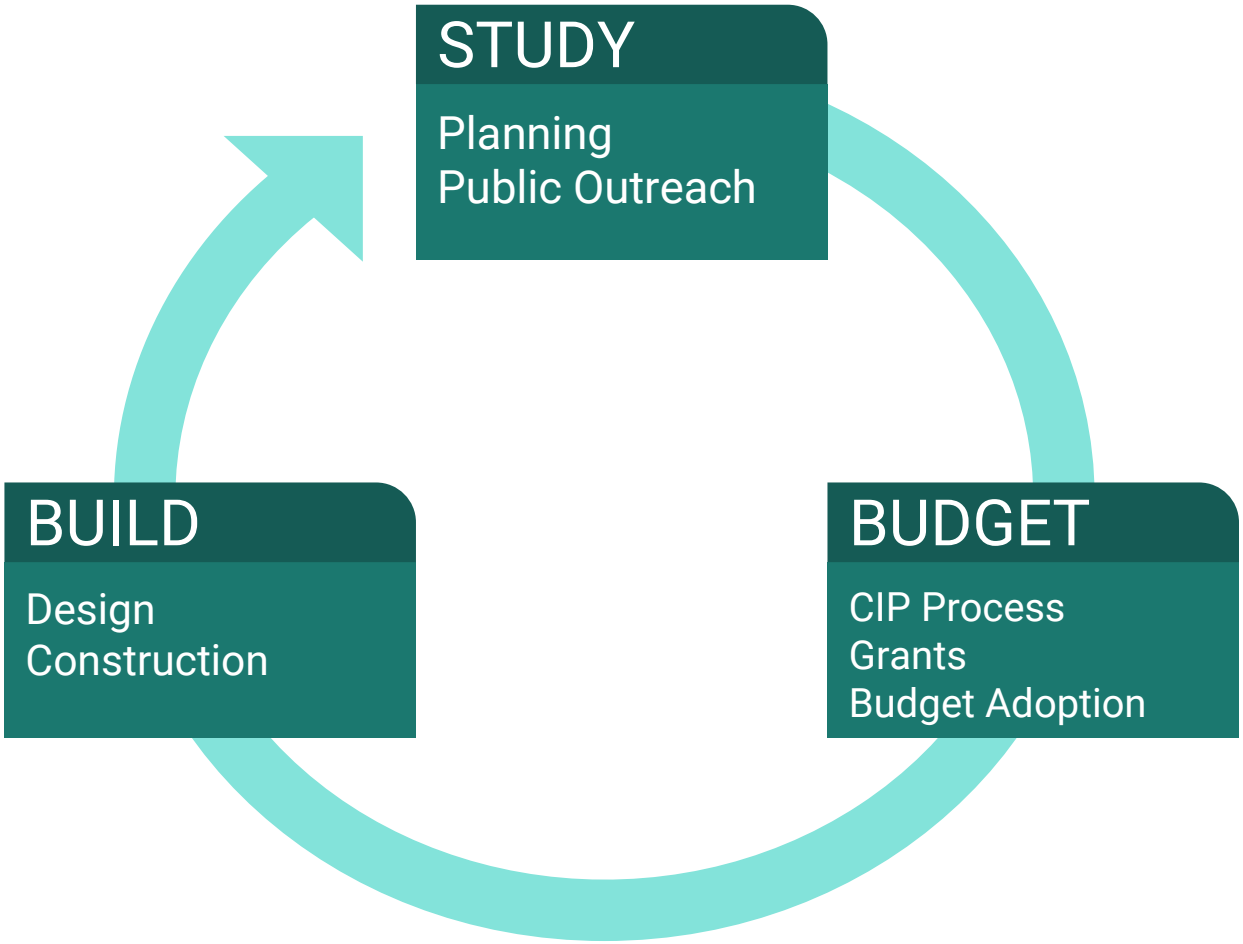
In the interest of improving traffic circulation and public safety in the Thain Road Corridor, the Commission supports the adoption of the Thain Road Corridor and Access Study with the understanding that the Study would serve as a guiding document and would not bind the City of Lewiston to any of the proposed projects or recommendations.

If the City Council does not approve Resolution 2024-43, the Commission requests that guidance be provided to staff for how to proceed in lieu of the findings as outlined within the study.

Why are we here?

- Get feedback and direction from the council.
- Revisit Transportation Capital Planning Process.
- Where do we go with Thain?

Capital Transportation Process

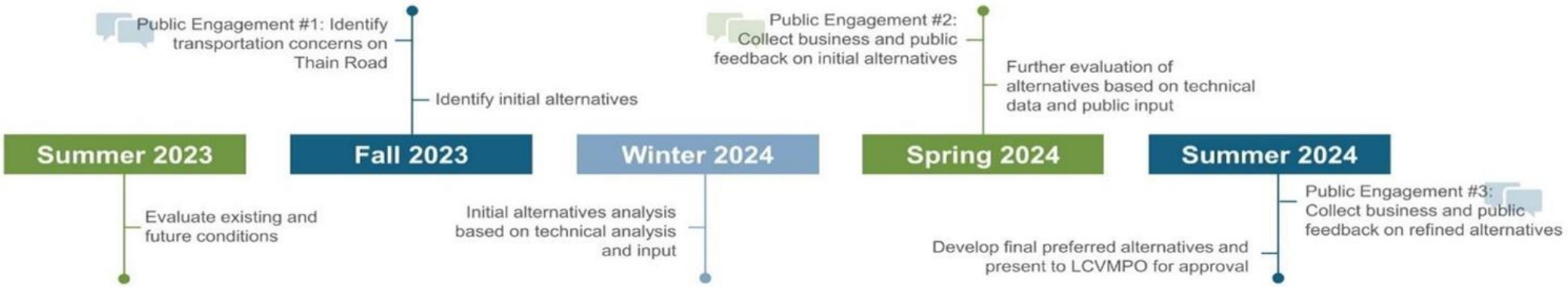


Project History

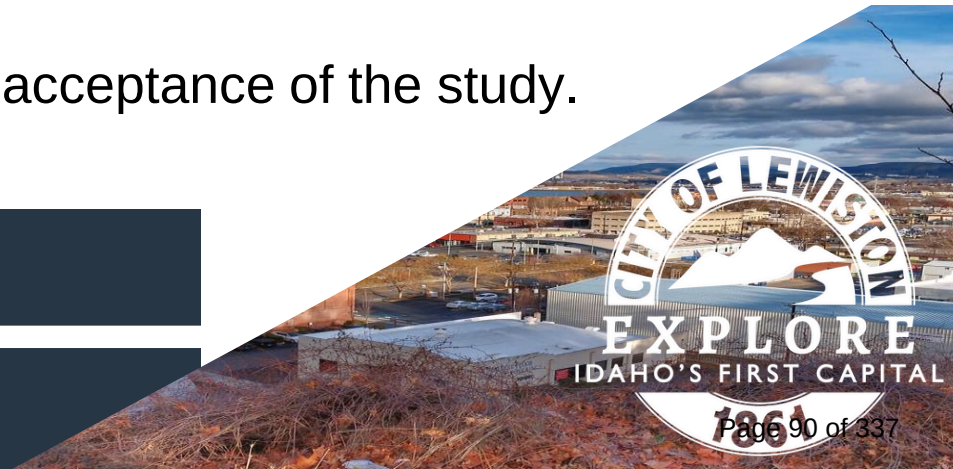
- Winter 2022/2023 - City identifies Thain Road as area of interest.
- Spring 2023 - MPO awards contract for evaluation of corridor.

STUDY TIMELINE

Figure 2. Study Timeline



- November 2024 - City Council votes down acceptance of the study.



PROJECT GOALS

Provide a transportation network that accommodates local, commuter, and region traffic, including freight

Improve safety for all users – motorists, bicyclists, pedestrians, and transit users

Accommodate current and future traffic growth and local access needs

Improve walking and biking routes/connectivity

Facilitate future development along corridor

Minimize impacts to adjacent properties and utilities

GENERAL PUBLIC

Public Engagement #1 September 2023	Public Engagement #2 March 2024	Public Engagement #3 May 2024
• **Activities**: Nez Perce County Fair, Business/ Property Owner Corridor Wallk, Pop-ups at Grocery Outlet and Rosauer's, Virtual Open House • **Purpose**: Inform the public about the project and collect input on how Thain Road operates today in terms of safety, congestion, and mobility. • 325 people visited the Fair Booth • 70 people visited the online open house • 40 people viisted the pop-up events • 31 property owners were contacted	• **Activities**: CatFM Home & Garden Show, Business/ Property Owner Corridor Walk, Virtual Open House. • **Purpose**: Collect general public and business/ property owner input on initial project alternatives. • 115 people visted the H&G Show Booth • 225 people visted the online open house • 90 property owners were contacted	• **Activities**: Rosauer's Pop-Up, Virtual Open House. • **Purpose**: Collect general public and business/ property owner input on refined project alternatives. • 52 people visited the Pop-Up Open House

- Roughly ONE Thousand comments received over Nine Months.

Needs & Deficiencies

19,000* Average Daily Traffic (ADT)

4 Intersections projected to have delays in 2045 that exceed city standards (**LOS E and F**).

235 Crashes

Over a 5-year period (2018 to 2022)

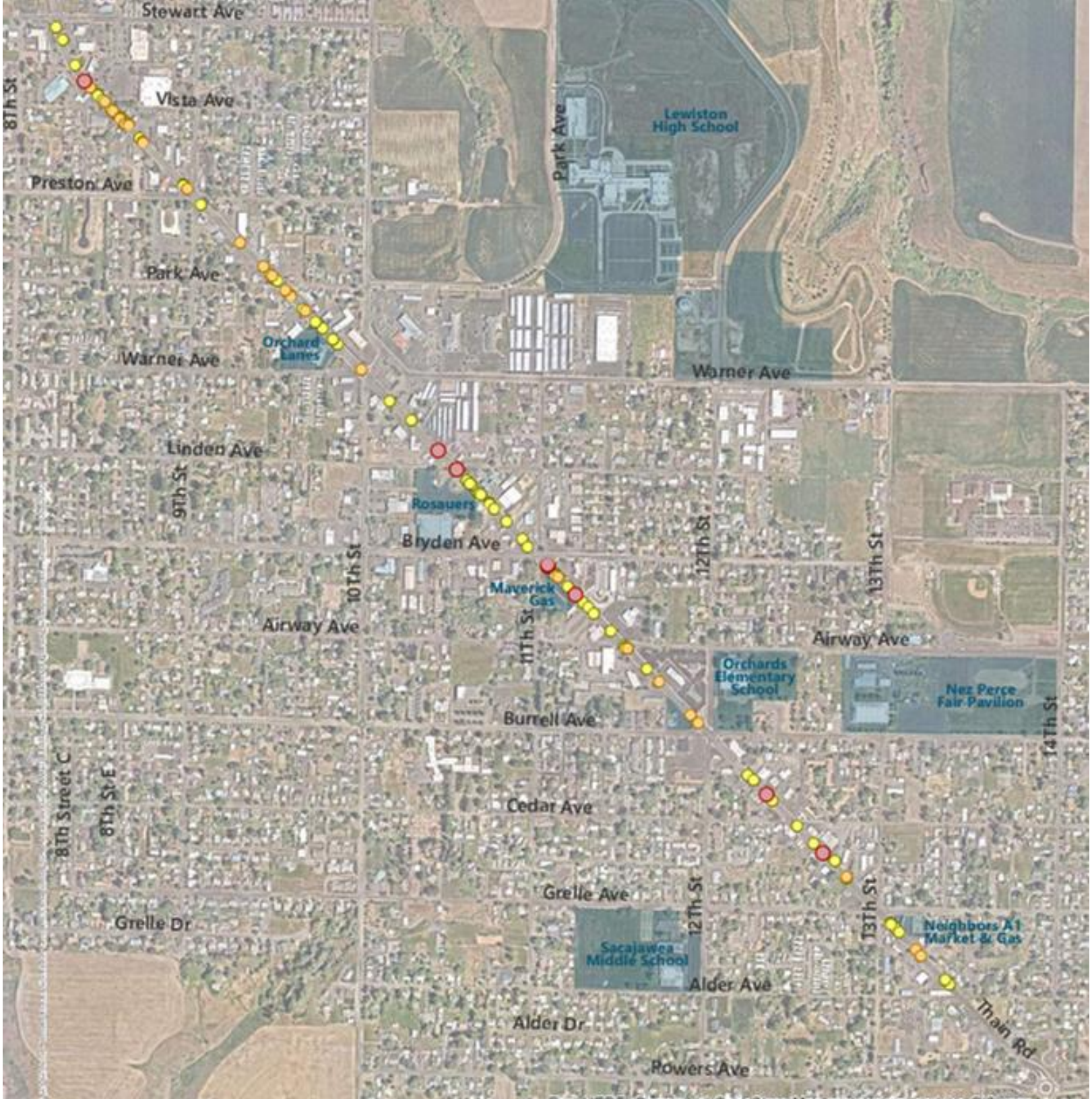
37% injury crashes

57% rear-end or angle turning crashes**

157 Accesses

25% do not meet City standards

Growth Proposed developments in the area are expected to **increase traffic volumes** on the corridor.


Stewart Ave
Vista Ave
8Th St
Preston Ave
Park Ave
Park Ave
Lewiston High School
Orchard Lanes
Warner Ave
Warner Ave
Linden Ave
9Th St
Rosauers
Bryden Ave
10Th St
Maverick Gas
11Th St
12Th St
13Th St
Airway Ave
Airway Ave
Orchards Elementary School
Nez Perce Fair Pavilion
Burrell Ave
14Th St
8Th Street C
8Th St E
Cedar Ave
Grelle Ave
Grelle Dr
12Th St
13Th St
Neighbors A1 Market & Gas
Sacajawea Middle School
Alder Ave
Alder Dr
Thain Rd
Rowers Ave

Stewart Avenue Intersection

Description

- Convert the southbound left-turn from a permissive left-turn to a protected-only left-turn.

Key Considerations

= Issues = Benefits = Other Considerations $ = Planning-Level Cost Estimate

This intersection has the second highest intersection crash rate (0.61 crashes per Million Entering Vehicles).

Mobility

- Low-cost, near-term improvement which does not increase delays.
- Projected to reduce delays (**LOS C**) during 2045 PM peak hours.

Safety

- Protected left turn stops all streams of traffic.
- Protected left turns reduce conflict points for vehicles, cyclists, and pedestrians during some signal phases.

Connectivity

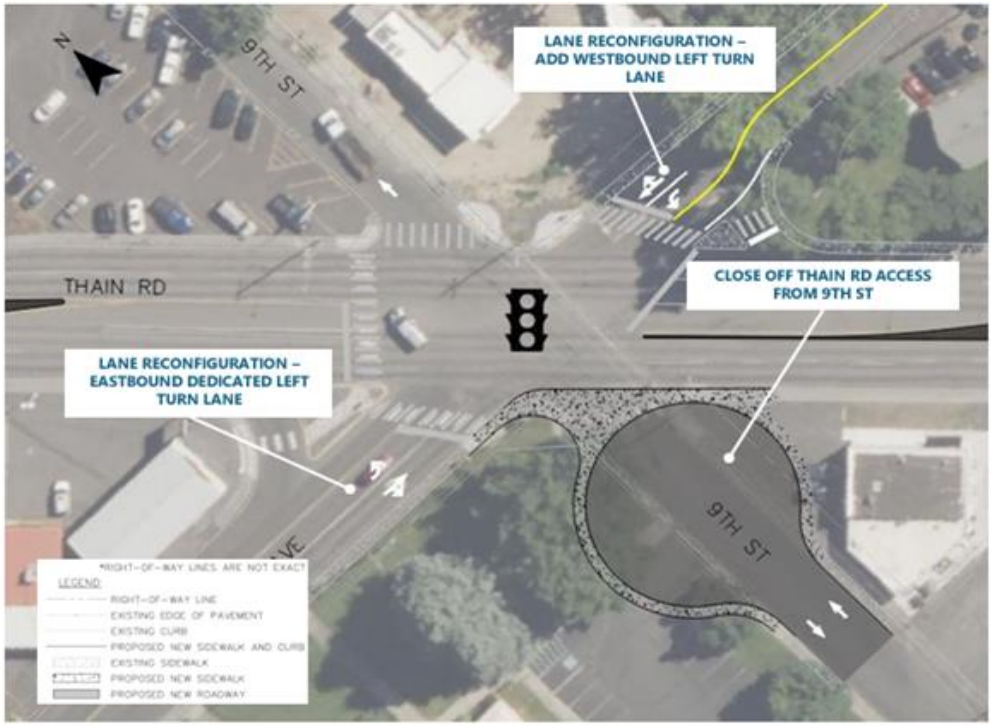
- Improves pedestrian crossing signal phase.

- **Utility Impacts**: None anticipated.
- **Impacts to Private Property:** None anticipated.
- Protected phase could be limited to daytime or peak hours only.

$20,000

Estimated Additional Utility Costs: *N/A*

Preston Avenue Intersection



Description

- New traffic signal at Thain Road/ Preston Avenue.
- Reduce the number of legs going into the intersection by closing the west leg of 9th Street.
- Add a left turn lane on eastbound and westbound Preston Avenue.
- Cul-de-sac accommodates emergency vehicles turning radius.

Thain Road
CORRIDOR AND ACCESS STUDY

LEWIS CLARK VALLEY
Metropolitan Planning Organization

Key Considerations

= Issues = Benefits = Other Considerations $ = Planning-Level Cost Estimate

This location is projected to operate at **LOS E** in 2045, not meeting the city's operational standards.

Mobility

- Adds signalized traffic control.
- Organizes traffic flow into dedicated left lanes.
- Projected to reduce delays (**LOS C**) during 2045 PM peak hours.

Safety

- Reduces conflict points for vehicles during some signal phases.

Connectivity

- Improves alternative route to Lewiston High School.

- **Utility Impacts:** Power pole and storm drain likely need to be relocated at the proposed cul-de-sac. New signal assembly required.
- **Impacts to Private Property:** Approximately 4,200 square feet total.
  - Right-of-way and parking impacts to the corner lot on the west side of 9th Street/ Thain Road.
  - Right-of-way impacts to the property on Preston Avenue/ 9th Street.

$1,675,000

Estimated Additional Utility Costs: **$$$**$$

10th Street Intersection

Description

- New median on 10th Street between Thain Road and Warner Avenue.
- New median on Warner Avenue and 10th Street.

Key Considerations

= Issues = Benefits = Other Considerations $ = Planning-Level Cost Estimate

The intersections of Thain Road/ 10th Street and 10th Street/ Warner Avenue were the top priority. The Lewiston Transportation Plan identified 10th Street/ Warner Avenue as a safety concern because of failure to yield by left turning movements from Warner Avenue.

Mobility

- Enhances traffic flow between Thain Road and Warner Avenue.
- Projected to reduce delays (**LOS C**) during 2045 PM peak hours.

Safety

- Reduces conflict points by eliminating left turning movements on 10th Street and Warner Avenue.

Connectivity

- Traffic redistribution to surrounding networks.

- **Utility Impacts**: Existing stormwater manhole to be raised to grade.
- **Impacts to Private Property:** None anticipated.

$231,000

Estimated Additional Utility Costs: **$**$$$$

Thain Road CORRIDOR AND ACCESS STUDY

LEWIS CLARK VALLEY Metropolitan Planning Organization

Thain Road Corridor

Improvements Summary

The recommended improvements for Thain Road address safety, mobility, and connectivity challenges throughout the corridor and surrounding network.

All analyzed intersections are **projected to meet City operating standards** (**LOS D or better**) in 2045.

Total **crash conflicts are reduced** at 6 intersections.
Vista Avenue, Preston Avenue, Park Avenue, Warner Avenue, Linden Avenue, and 10th Street

Enhanced crossings **improve pedestrian comfort and safety** within the direct vicinity of schools.

Icon	Improvement	Location
	New Traffic Signal	Preston Avenue
	Signal Timing Updates/ Leading Pedestrian Intervals	Stewart Avenue, Bryden Avenue, and Burrell Avenue
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	Side Street Closures	Vista Avenue, Preston Avenue, Park Avenue, Linden Avenue, and 11th Street at Bryden Avenue.
	New Transit Pullouts	Vista Avenue, Linden Avenue
	New Pedestrian Hybrid Beacons (PHBs)	Linden Avenue, Cedar Avenue, and Alder Avenue
	Realign/ Widen Intersection	Preston Avenue, Bryden Avenue, and Alder Avenue

Where do we go from here?

- Get feedback and direction from the council.
- Utilize study in drafting 2025 Transportation CIP.
- Adopt 2025 Transportation CIP Feb. 2025.
- Apply for Grants & Budget Improvements based on adopted Transportation CIP.

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2024-51	**AGENDA NO.** V. F. **AGENDA DATE:** December 23, 2024

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

February 24,2014 the City of Lewiston adopted Resolution 2014-11 for the composting of biosolids and yard waste with Latah Sanitation, Inc., dba. Clearwater Composting, with a termination date of December 31, 2024. In Section 2 of both the existing Yard Waste and Biosolids Contracts, it stipulates that “The CITY may provide written notice of its desire to extend the contract an additional five (5) years until December 31, 2029.” This is one of two extensions permitted. On November 1, 2023, the City of Lewiston sent a letter to Clearwater Composting expressing their interest in pursuing this five-year extension.

In the past several months, the City Attorney, Public Works Director, Staff and Clearwater Composting have been working through negotiations and any extensions to the agreements. The majority of the amendments to the contract are clarifying language, updates to current statutes, and negotiated modifications to operational procedures. To date, the partnership between Clearwater Composting and the City of Lewiston has been reliable and successful.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

There are no additional impacts this proposed action will have to the City budget or personnel, as this is an extension of an existing contract.

ACTION PROPOSED

Staff recommends Council to consider approving Resolution 2024-51 Extension and Amendment to the Yard Waste and Biosolids Contracts to extend the contracts with Clearwater Composting until December 31, 2029.

RESOLUTION 2014-11

A RESOLUTION APPROVING TWO AGREEMENTS BETWEEN THE CITY OF LEWISTON, AN IDAHO MUNICIPAL CORPORATION, AND LATAH SANITATION, INC., AN IDAHO CORPORATION, FOR THE PROVISION OF COMPOSTING OF BIOSOLIDS AND YARD WASTE; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: That two Agreements between the City of Lewiston and Latah Sanitation Inc., for the provision of composting biosolids and yard waste for the City of Lewiston are hereby approved and copies are attached and by this reference made a part of this resolution.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Agreements.

SECTION 3: That this resolution shall take effect and be in force from and after its passage and approval.

DATED this 24th day of February 2014.

CITY OF LEWISTON

By: _____
James Kleeburg, Mayor

ATTEST: _____
Kari J. Ravencroft, City Clerk

2014 LEWISTON
BIOSOLIDS CONTRACT

TABLE OF CONTENTS

SECTION 1:	PERFORMANCE	2
SECTION 2:	TERM OF AGREEMENT	3
SECTION 3:	PERFORMANCE BOND/LETTER OF CREDIT	4
SECTION 4:	INSURANCE	4
SECTION 5:	INDEMNIFICATION	5
SECTION 6:	OPERATION	5
SECTION 7:	SITE	6
SECTION 8:	RECORDS – DISPOSAL RECEIPT	7
SECTION 9:	PAYMENT	7
SECTION 10:	MODIFICATION TO FEES (Payment Adjustment)	7
SECTION 11:	SCALES	9
SECTION 12:	FAILURE TO PERFORM	9
SECTION 13:	NOTIFICATION OF SHUTDOWN	10
SECTION 14:	REGULATIONS	11
SECTION 15:	ASSIGNMENT OF CONTRACT	11
SECTION 16:	ASSOCIATION	11
SECTION 17:	TAXES	11
SECTION 18:	ACCESS TO CONTRACTOR'S FACILITIES	12
SECTION 19:	SIGNING AND SITE CONTROL	12
SECTION 20:	DISPUTE RESOLUTION	12
SECTION 20:	AMENDMENT	12
Schedule A		13

BIOSOLIDS CONTRACT

This Contract, entered into this 27th day of February 2014, by and between the CITY OF LEWISTON, a municipal corporation of the State of Idaho, hereinafter "CITY," and LATAH SANITATION, INC., hereinafter "CONTRACTOR."

An open and competitive process to procure this Contract has been completed. Prior to the issuance of requests for proposals, the CITY established objective criteria to be used in evaluating and selecting the preferred applicant, including experience in management and comparable projects, references, safety, ability to procure insurance, technical proposals, including, organics processing and marketing, transportation and disposal facilities, customer service and public education, litigation and regulatory compliance including demonstrating ability to track and comply with changes in law, community involvement and financial stability, including ability to finance, strength of company, and reasonableness of costs. Several proposals were submitted. CITY reviewed the proposals and made such investigations as it deemed necessary and appropriate to ensure that cost effective, quality service be provided to CITY. CITY awards this Contract based upon the level of service proposed, historical evidence as to the quality of service, documentation submitted and the results of the review process.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract and for other good and valuable consideration, the CITY and CONTRACTOR agree as follows:

SECTION 1: PERFORMANCE

CONTRACTOR hereby agrees to accept all biosolids generated by CITY'S wastewater treatment facility.

CITY shall direct all biosolids to the site designated by CONTRACTOR.

CITY and CONTRACTOR shall comply with all applicable provisions of 40 CFR Part 503 and all other applicable federal, state and local regulations with respect to the generation, handling, storage, transportation, disposal and sale or use of biosolids and composted biosolids final product.

CITY and CONTRACTOR shall comply with all other applicable Federal, State, and local statutes, rules, regulations and ordinances in the operation of their respective sites and facilities and shall not cause or create any violations at those sites.
CONTRACTOR shall be responsible for the operations of the site designated for accepting biosolids, including the onsite inspection, sorting, acceptance or rejection of

biosolids, in accordance with all applicable statutes and regulations of all governmental regulatory agencies. CITY will perform quarterly inspections of the designated site as provided in the CFR 40 Part 503.

CONTRACTOR agrees to process all of CITY's dewatered biosolids received from the CITY at fourteen (14%) to sixteen (16%) percent dry solids.

CONTRACTOR shall comply with the specific performance requirements and provisions as set forth in this section applicable to the handling and processing of CITY and its participating Comminglers Biosolids at CONTRACTOR'S facility.

CONTRACTOR shall operate its composting facility in accordance with a Non-Municipal Solid Waste Operation Plan (IDAPA 58.01.06) approved by the North Central District Health Department.

CONTRACTOR shall operate its composting facility in accordance with an Operating and Odor Control Plan approved by the North Central District Health Department. (*See,* Appendix B, attached; Odor Control Plan is detailed in the Operations Plan, Appendix A, approved by NCDHD).

CITY and CONTRACTOR are required to provide biosolids sample results utilizing sampling methods contained in Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA Publication SW-846, pursuant to the requirements of 40 CFR Part 503. For those parameters that are required to be tested, but do not appear in the SW-846 Test Methods, testing shall be conducted using 40 CFR Part 136 approved methods.

SECTION 2: TERM OF CONTRACT

TERM: The Term of this Contract shall commence July 1, 2014, and terminate December 31, 2024. The term of the Contract shall be for ten (10) years. On or before December 31, 2023, in its sole discretion, CITY may provide written notice of its desire to extend the Contract for an additional five (5) years until December 31, 2029. Before December 31, 2028, in its sole discretion, CITY may provide written notice of its desire to extend the Contract for another additional five (5) years until December 31, 2034. No further extensions shall be permitted. Any written notice required by this Contract shall be served by certified or registered mail, return receipt requested.

ORDINARY AND NECESSARY EXPENSE

These essential services are ordinary and necessary for health, safety and welfare of the citizens of the City of Lewiston.

SECTION 3: PERFORMANCE BOND/LETTER OF CREDIT

CONTRACTOR shall furnish security or a letter of credit for the faithful performance of this Contract for the contract year 2014, and for each subsequent year. Such security or letter of credit shall cover all services provided to CITY and shall be in an amount of seventy-five thousand ($75,000) dollars. Said security or letter of credit shall be furnished on return of the executed Contract to CITY and shall indemnify CITY against any failure of CONTRACTOR to perform this Contract. The total liability of CONTRACTOR for failure to perform shall not exceed the total of the Performance Bond.

All bonds required hereunder may be combined with the bonds provided under the Yard Waste Contract.

SECTION 4: INSURANCE

A Certificate(s) of insurance acceptable to CITY shall be filed with the City Clerk prior to commencement of the Contract. Said Certificate(s) shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to CITY. Only CITY'S form of Certificate of Insurance shall be accepted.

During the term of this Contract, CONTRACTOR shall procure and maintain liability and worker's compensation insurance at their own expense in an amount and as specified below. All policies shall list CITY as an additional named insured. Liability insurance required under this Contract may be combined with insurance provided under the Yard Waste Contract.

GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE: CONTRACTOR'S shall maintain Comprehensive General Public Liability and Property Damage Insurance, including vehicle coverage, protecting it from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, including any performance of subcontractors or anyone directly or indirectly employed by CONTRACTOR or by a subcontractor.

Any injury and/or damage caused to public or private properties by CONTRACTOR shall be the sole responsibility of CONTRACTOR and shall be repaired or replaced in a time and manner approved by CITY. If such injury and/or damage is not corrected within the time or in the manner approved by CITY, CITY may choose to have such injury and/or damage corrected and the cost for correction shall be charged to the CONTRACTOR. Insurance shall be written with a limit of liability of not less than two hundred fifty thousand ($250,000) dollars for property damage sustained by a single person in any

single incident. A limit of liability of not less than two hundred fifty thousand ($250,000) dollars aggregate for any damage sustained by two or more persons in any single incident.

BODILY INJURY: General liability and comprehensive insurance shall be maintained with a policy limit of not less than five hundred thousand ($500,000) dollars for bodily injury, including death, for any incident involving one person. A limit of liability of not less than five hundred thousand ($500,000) dollars aggregate for any single incident involving two or more persons. CONTRACTOR shall also carry excess liability or umbrella liability coverage of at least one million ($1,000,000) dollars with CITY listed as a named insured. This comprehensive general public liability and property damage insurance shall be an "occurrence" or "open ended" type policy protecting the public and CITY after termination of premium payments.

WORKERS' COMPENSATION: During the term of this Contract, CONTRACTOR shall procure and maintain, at its own expense, Workers' Compensation Insurance, including occupational disease provisions, which complies with Idaho law, for all of CONTRACTOR'S employees and shall require each subcontractor to provide Workers' Compensation Insurance, including occupational disease provisions for all of subcontractor's employees unless such employees are covered by CONTRACTOR'S Workers' Compensation policy. In case there are any employees engaged in hazardous work under this Contract and are not covered by Workers' Compensation Insurance, CONTRACTOR and each subcontractor shall provide adequate and suitable insurance for the protection of those employees. Proof of such coverage shall be provided to CITY.

SECTION 5: INDEMNIFICATION

CONTRACTOR shall indemnify and hold CITY and its agents and employees harmless from and against all claims, damages, losses, expenses, penalties and/or fines, including attorney's fees and costs arising out of or resulting from CONTRACTOR'S performance of the Contract, attributable to negligent or willful acts or omissions, including violation of any permit by CONTRACTOR and/or any subcontractor or any employee or agent of CONTRACTOR or a subcontractor.

SECTION 6: OPERATION

During the term of this Contract, CONTRACTOR shall provide sufficient personnel and equipment to meet the requirements of this Contract. Operation shall be seven days a week to meet the CITY'S yard waste disposal needs. Hours of operation shall be 8:00 a.m. to 4:30 p.m. Operation days and hours shall coincide with CITY'S Solid Waste Transfer Station operation hours. CONTRACTOR shall not be required to operate on the following holidays:

New Year's Day	Thanksgiving Day	Independence Day
Memorial Day	Christmas Day	Labor Day

Should CONTRACTOR elect to operate on one or more of the above holidays, CONTRACTOR shall notify CITY thirty (30) days in advance of the holiday.

CONTRACTOR shall maintain a local telephone number and a contact employee or agent. CONTRACTOR shall provide name, telephone number(s), and address to the CITY. In addition, CONTRACTOR shall provide a telephone number for 24/7 emergency contact.

CONTRACTOR retains the right to be flexible, amending operating stratums as needed to ensure maximum efficiency, a quality product and trying new operational methods. From time to time, CONTRACTOR may amend Operations Plan with Public Health – North Central District Health Department to reflect significant operational changes.

CUSTOMER SERVICE: CONTRACTOR shall provide two (2) phone lines during the transition phase of the program as well as during ongoing operations.

EDUCATION: CONTRACTOR shall provide an ongoing public education program consisting of the following.

1. Working with existing media outlets to promote composting.
2. Providing composting information at community events.
3. Working with and making presentations to civic organizations to promote composting.
4. Providing tours of the new composting facility.
5. Providing composting information to area schools.
6. Generating displays that can be set up at various public buildings such as libraries, governmental entities and schools.
7. Developing information brochures that can be distributed throughout the community including businesses and public buildings.
8. Providing community workshops in conjunction with public or civic groups on backyard and worm composting.

SECTION 7: SITE

At its expense, and in accordance with Federal, State, county and municipal codes, CONTRACTOR shall provide a disposal site and all site improvements including site

grading, electrical, telephone, water, sewer, or septic tank, and adequate ingress and egress. The CONTRACTOR shall be responsible for site security and site maintenance, including weed and litter control.

Any future supplemental land application or disposal site shall be included by addendum to this Contract.

SECTION 8: RECORDS – DISPOSAL RECEIPT

CONTRACTOR shall be responsible for all record keeping at the designated site.

CONTRACTOR shall maintain a record of all biosolid waste received. All vehicles shall be weighed in and out and a disposal receipt generated. The weight ticket shall include the following information: Name, Date and Gross, tare and net weight.

CITY is required to submit an Annual Biosolids Report to the EPA in February of each year. On or before January 15th of each contract year, CONTRACTOR shall submit all records necessary for CITY to complete the report. Such annual report shall cover site activities during the previous year and shall include the following information:
-Name and address of the facility.
-Calendar year covered by the report.
-Annual quantities of municipal wastewater biosolids and bulking agent processed and composted biosolids product produced.
-Results of required monitoring.

SECTION 9: PAYMENT

CONTRACTOR shall provide CITY a monthly billing statement indicating the total monthly volume and payment amount due. The monthly statement shall be accompanied with a record of the individual disposal receipts required by Section 8. Each billing must be submitted to CITY by the tenth day of the month for timely processing CITY. False or altered disposal receipts shall be cause for Contract termination within the provisions of Section 13, Failure to Perform.

SECTION 10: MODIFICATION TO FEES

In conformance with any applicable City Code or other law, City will adjust fees as soon as practicable in the case of any of the following events:

CHANGES IN SCOPE OF SERVICE. By providing notice to the other party, CITY or CONTRACTOR may request to change or modify services, or add new composting services directly related to services provided by CONTRACTOR. CITY and CONTRACTOR

will use reasonable business efforts to review and comment on, and approve or disapprove the proposal within thirty (30) days of receipt of notice. CITY and CONTRACTOR may mutually agree to extend the time period for review due to the complexity of the scope of service modification under consideration, the time needed for the review or approval, or other reasonable justifications. Nothing in the Contract shall prohibit CITY from securing additional services not directly related to services provided by CONTRACTOR from other providers.

At the request of CITY, CONTRACTOR shall promptly provide operating and business records that are reasonably required to verify the soundness and accuracy of the impacts associated with a change in scope of services. CONTRACTOR shall fully cooperate with the CITY'S request and provide CITY and its agent(s) copies of or access to CONTRACTOR'S records.

This Contract shall be amended to incorporate any modification or additional services agreed upon by the parties.

UNCONTROLLABLE CIRCUMSTANCES.

Uncontrollable circumstances, including changes in the applicable law, are those which increase CONTRACTOR'S cost of providing services in a manner and to such an extent that the cost changes could not be reasonably anticipated. Insurance that is required by this Agreement shall be applied to mitigate uncontrollable costs. The annual service fee adjustments set forth below shall be used to adjust all other cost increases.

ANNUAL SERVICE FEE ADJUSTMENTS. Beginning April 2015 and in April of each succeeding Contract year, CITY will calculate the increase or decrease in the service fee effective for the next contract year commencing July 1, in accordance with the provisions of this section. The service fee includes all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.

Annual service fee shall be adjusted by one hundred (100%) percent of the annual percentage change in the C-CPI-U. The service fee includes all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.

CONTRACTOR acknowledges that it shall have no right to an increase in service fees except in the events described in this subsection.

DEFINITIONS

Annual Percentage Change: the annual index value for the Index Year preceding the calculation of adjusted Service Fee (*Index Year 2)*, minus the annual index value for the

next preceding Index Year (*Index Year 1*), divided by the annual index figure for the next preceding Index Year (*Index Year 1*).

C-CPI-U: the chained consumer price index Series ID SUUR0000SA0L1E, U.S. CITY Average, all items less food & energy (not seasonally adjusted), Base Period DECEMBER 1999=100, as published by the U.S. Department of Labor / Bureau of Labor Statistics.

Index Year: is April 1 through March 31. (*For purposes of examples Index Year 1 means April 1, 2012 through March 31, 2013.* Index Year 2 *means April 1, 2013 through March 31, 2014.*)

The parties agree that interim/preliminary indexes shall be considered final indexes for the purpose of annual CONTRACTOR payment adjustments, and both parties agree not to pursue any further CONTRACTOR payment adjustments based on any revision of interim/preliminary indexes.

SECTION 11: SCALES

On the effective date of this Contract, CONTRACTOR shall have in operation a sixty (60') foot scale. Said scale shall be certified annually on or before the contract effective date, and shall be used to weigh the CITY'S commingler's biosolids disposal vehicles.

SECTION 12: FAILURE TO PERFORM

Except in the event of Acts of God, should CONTRACTOR fail to perform any duties required by this Contract, CITY may provide written notification to CONTRACTOR of such failure, detailing the nature of the failure. CONTRACTOR shall initiate corrective measures within twenty-four (24) hours of such notification and completely correct any failure within ninety days (90) of notification.

If CONTRACTOR does not correct a failure to perform within the time limits set out above, or fails to provide a reason for noncompliance to the satisfaction of the CITY, CITY may declare CONTRACTOR in default of this Contract and notify CONTRACTOR to discontinue any further service under this Contract. A copy of said notice shall be sent to CONTRACTOR and the surety for CONTRACTOR'S performance bond. Upon receipt of such notice, CONTRACTOR agrees that it shall promptly discontinue work, Within ten (10) days of receipt of notification of non-performance, Surety may, at its option, assume the work which CITY has ordered discontinued and proceed to perform the Contract with a firm or contractor acceptable to CITY. Surety shall be solely responsible for the cost of continuing work in compliance with the terms and conditions of this Contract. Pending consideration by the Surety of the option to assume CONTRACTOR'S work, CITY may perform the work and employ such force as it may deem necessary to continue the work. The cost of all labor and materials necessary for such work shall be

paid by CITY out of the monies then due CONTRACTOR or any other funds which may be future payments to CONTRACTOR, including collection on the letter of credit.

In the event that the Surety fails to exercise its option within the ten (10) day period, either by day labor, or by relenting the same, CITY may complete the work or any part thereof, either by employing such force as it may deem necessary to continue the work, or by relenting the same. Should CITY choose to perform the work, CITY may procure vehicles, equipment and facilities necessary for the completion of the work. The cost of all labor, materials and reasonable costs necessary for such work shall be paid by CITY out of the monies then due CONTRACTOR or any other funds which may be future payments to CONTRACTOR, including the letter of credit.

CITY shall be entitled to recover from CONTRACTOR and its Surety, as damages, all expenses incurred, including reasonable attorney fees, any further damages as CITY may incur together with such additional sums as may be necessary to complete the work up to a maximum of seventy-five thousand ($75,000) dollars.

Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the contract resulting from Acts of God beyond CONTRACTOR'S control, shall not be deemed to be a default of the Contract and the rights and remedies of CITY provided for herein shall be inapplicable.

SECTION 13: NOTIFICATION OF SHUTDOWN

CONTRACTOR will be required to notify CITY in writing of any anticipated shutdown of its operation at least seventy-two (72) hours in advance. The notice shall be given to the Water and Wastewater Division Manager or his designee. CONTRACTOR shall immediately notify CITY of any emergency requiring shutdown of operations. All such notifications shall be made orally to the Water and Wastewater Division Manager or his designee and confirmed in writing.

CITY will be required to notify CONTRACTOR in writing of any anticipated shutdown of its operations at least seventy-two (72) hours in advance. CITY shall immediately notify the CONTRACTOR of any emergency requiring shutdown of operations. All such notifications shall be made orally to the CONTRACTOR and confirmed in writing to:

Latah Sanitation, Inc.
P.O. Box 8036
Moscow, Idaho 83843
(208) 882-5724

A local address and telephone number will be provided after the plant is in operation in Lewiston. Either party may change its address at any time upon written notice to the other party.

SECTION 14: REGULATIONS

CONTRACTOR shall keep itself fully informed of all existing and proposed federal, state, county and municipal laws, court or administrative rulings, ordinances, permits and regulations which affect those engaged or employed in the type of work covered by this Contract. CONTRACTOR shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with applicable laws, ordinances, permits, regulations, orders or decrees, and, shall protect and indemnify CITY and all its officers, agents and employees, against any claim, loss or liability, arising or resulting from violation of any such laws, ordinances, permits, rules, regulations, order or decrees, whether by itself or by its agents or employees.

If any discrepancy or inconsistency is discovered in the contract documents for work in the relation to such laws, ordinances, permits, rules, regulations, orders or decrees, CONTRACTOR shall immediately report the violation to the CITY. Should CITY be made aware of any violation, CITY will immediately notify CONTRACTOR.

SECTION 15: ASSIGNMENT OF CONTRACT

This Contract may not be assigned in whole or in part except upon the written consent of the CITY Council. Any assignment shall be subject to approval by the City Council. Such approval shall not be unreasonably withheld.

SECTION 16: ASSOCIATION

Nothing in the contract is intended to, or shall be deemed to, constitute a partnership, association, or joint venture by CONTRACTOR and CITY.

SECTION 17: TAXES

CONTRACTOR shall be responsible for the payment of all federal, state, local or other taxes applicable to its property and operations.

SECTION 18: ACCESS TO CONTRACTOR'S FACILITIES

At all times during the term of this Contract, authorized CITY personnel and state and federal regulatory personnel shall have access to CONTRACTOR'S facilities for purposes of inspection and monitoring as required by CITY, state, and federal regulatory agencies.

SECTION 19: SIGNING AND SITE CONTROL

CONTRACTOR shall be responsible for all on-site directional and informational signing. All new and existing signs shall conform to CITY standards and shall be approved by CITY prior to installation.

SECTION 20: DISPUTE RESOLUTION

All disputes between CONTRACTOR and CITY shall be subject to mediation under Idaho Code §§ 9-801-814. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice.

SECTION 21: AMENDMENT

This agreement may be amended by mutual consent of the parties. Any amendments shall be made in writing and executed by both parties

By the signatures of their duly elected officials, the parties cause this Contract to be executed on the date first written above.

CITY OF LEWISTON, IDAHO

By: _____
James Kleeburg, Mayor

ATTEST: _____
Kari J. Ravencroft, CITY Clerk

LATAH SANITATION, INC.

By: _____
Joseph J. Johnson, President

ATTEST: _____

SCHEDULE A

Biosolids fee per wet ton weight:

Per ton cost	$48.50

2014 LEWISTON YARD WASTE CONTRACT

TABLE OF CONTENTS

SECTION 1: PERFORMANCE	2
SECTION 2: TERM OF AGREEMENT	3
SECTION 3: PERFORMANCE BOND	3
SECTION 4: INSURANCE	3
SECTION 5: INDEMNIFICATION	5
SECTION 6: OPERATION	5
SECTION 7: SITE	6
SECTION 8: RECORDS – DISPOSAL RECEIPT	6
SECTION 9: PAYMENT	6
SECTION 10: MODIFICATION TO FEES	6
SECTION 11: PURCHASE OF COMPOST	8
SECTION 12: SCALES	8
SECTION 13: FAILURE TO PERFORM	8
SECTION 14: NOTIFICATION OF SHUTDOWN	9
SECTION 15: REGULATIONS	9
SECTION 16: ASSIGNMENT OF CONTRACT	10
SECTION 17: ASSOCIATION	10
SECTION 18: TAXES	10
SECTION 19: ACCESS TO CONTRACTOR'S FACILITIES	10
SECTION 20: SIGNING AND SITE CONTROL	10
SECTION 21: DISPUTE RESOLUTION	10
SECTION 22: AMENDMENT	11
SCHEDULE A	12

YARD WASTE CONTRACT

This Contract is entered into this 27th day of February 2014, by and between the CITY OF LEWISTON, a municipal corporation of the State of Idaho, hereinafter "CITY," and LATAH SANITATION, INC., an Idaho Company, hereinafter "CONTRACTOR."

An open and competitive process to procure this Contract has been completed. Prior to the issuance of requests for proposals, the CITY established objective criteria to be used in evaluating and selecting the preferred applicant, including experience in management and comparable projects, references, safety, ability to procure insurance, technical proposals, including, organics processing and marketing, transportation and disposal facilities, customer service and public education, litigation and regulatory compliance including demonstrating ability to track and comply with changes in law, community involvement and financial stability, including ability to finance, strength of company, and reasonableness of costs. Several proposals were submitted. CITY reviewed the proposals and made such investigations as it deemed necessary and appropriate to ensure that cost effective, quality service be provided to CITY. CITY awards this Contract based upon the level of service proposed, historical evidence as to the quality of service, documentation submitted and the results of the review process.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract and for other good and valuable consideration, CITY and CONTRACTOR agree as follows:

SECTION 1: PERFORMANCE

CONTRACTOR hereby agrees to accept all clean yard waste, including, grass clippings, leaves, tree trimmings, Christmas trees, hay, straw, manure and garden waste at its approved site from CITY, its designated haulers, and/or individual self-haulers, except as provided hereafter.

Yard waste delivered in plastic bags by CITY or its designated haulers shall only be accepted by CONTRACTOR during the months of November through March. CITY shall prohibit the use of plastic bags during all other months.

CITY and CONTRACTOR shall work together to implement a plan, which identifies individual self-haulers. Individual self-haulers, who are residents of the City or Nez Perce County and who pay a fee for garbage service to the City or the County shall not be charged a fee, all others shall be charged and it shall be the responsibility of CONTRACTOR to collect such fee

CONTRACTOR shall not be required to accept tree trimmings, including limbs, trunks and stumps, which are larger than six (6") inches in diameter and greater than six (6') feet in length.

CONTRACTOR shall perform services in a prompt, thorough, comprehensive, reliable, courteous, professional and safe manner. CONTRACTOR has the freedom and discretion to determine the means, manner or method of providing services.

CONTRACTOR acknowledges that in entering into this Contract, CITY is not responsible for supervising CONTRACTOR or for performing any services. CONTRACTOR is solely responsible for choosing the facilities used for processing yard waste materials. In addition, CITY is not the owner or title holder of any material collected, transported, processed, disposed of or otherwise handled by CONTRACTOR.

SECTION 2: TERM OF CONTRACT

TERM: The Term of this Contract shall commence July 1, 2014, and terminate December 31, 2024. The term of the Contract shall be for ten (10) years. On or before December 31, 2023, in its sole discretion, CITY may provide written notice of its desire to extend the Contract for an additional five (5) years until December 31, 2029. Before December 31, 2028, in its sole discretion, CITY may provide written notice of its desire to extend the Contract for another additional five (5) years until December 31, 2034. No further extensions shall be permitted. Any written notice required by this Contract shall be served by certified or registered mail, return receipt requested.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Contract, all obligations of CITY under this Contract which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. CITY will deal with CONTRACTOR in good faith, but will not be subject to any penalty from CONTRACTOR or its Surety for failure to appropriate funds.

SECTION 3: PERFORMANCE BOND/LETTER OF CREDIT

CONTRACTOR shall furnish security or a letter of credit for the faithful performance of this Contract for the contract year 2014, and for each subsequent year. Such security or letter of credit shall cover all services provided to CITY and shall be in an amount of seventy-five thousand ($75,000) dollars. Said security or letter of credit shall be furnished on return of the executed Contract to CITY and shall indemnify CITY against any failure of CONTRACTOR to perform this Contract. The total liability of CONTRACTOR for failure to perform shall not exceed the total of the Performance Bond or letter of credit. CONTRACTOR shall renew the performance bond or letter of credit on an annual basis.

All bonds required by this Contract may be combined with the bonds required in the Bio-solids Contract.

SECTION 4: INSURANCE

A Certificate(s) of insurance acceptable to CITY shall be filed with the City Clerk prior to commencement of the Contract. Said Certificate(s) shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days

prior written notice has been given to CITY. Only CITY'S form of Certificate of Insurance shall be accepted.

During the term of this Contract, CONTRACTOR shall procure and maintain liability and worker's compensation insurance at their own expense in an amount and as specified below. All policies shall list CITY as an additional named insured. Liability insurance required under this Contract may be combined with insurance provided under the Bio-solids Contract.

GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE: CONTRACTOR'S shall maintain Comprehensive General Public Liability and Property Damage Insurance, including vehicle coverage, protecting it from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, including any performance of subcontractors or anyone directly or indirectly employed by CONTRACTOR or by a subcontractor.

Any injury and/or damage caused to public or private properties by CONTRACTOR shall be the sole responsibility of CONTRACTOR and shall be repaired or replaced in a time and manner approved by CITY. If such injury and/or damage is not corrected within the time or in the manner approved by CITY, CITY may choose to have such injury and/or damage corrected and the cost for correction shall be charged to the CONTRACTOR. Insurance shall be written with a limit of liability of not less than two hundred fifty thousand ($250,000) dollars for property damage sustained by a single person in any single incident. A limit of liability of not less than two hundred fifty thousand ($250,000) dollars aggregate for any damage sustained by two or more persons in any single incident.

BODILY INJURY: General liability and comprehensive insurance shall be maintained with a policy limit of not less than five hundred thousand ($500,000) dollars for bodily injury, including death, for any incident involving one person. A limit of liability of not less than five hundred thousand ($500,000) dollars aggregate for any single incident involving two or more persons. CONTRACTOR shall also carry excess liability or umbrella liability coverage of at least one million ($1,000,000) dollars with CITY listed as a named insured. This comprehensive general public liability and property damage insurance shall be an "occurrence" or "open ended" type policy protecting the public and CITY after termination of premium payments.

WORKERS' COMPENSATION: During the term of this Contract, CONTRACTOR shall procure and maintain, at its own expense, Workers' Compensation Insurance, including occupational disease provisions, which complies with Idaho law, for all of CONTRACTOR'S employees and shall require each subcontractor to provide Workers' Compensation Insurance, including occupational disease provisions for all of subcontractor's employees unless such employees are covered by CONTRACTOR'S Workers' Compensation policy. In case there are any employees engaged in hazardous work under this Contract and are not covered by Workers' Compensation Insurance, CONTRACTOR and each subcontractor shall provide adequate and suitable insurance

for the protection of those employees. Proof of such coverage shall be provided to CITY.

SECTION 5: INDEMNIFICATION

CONTRACTOR shall indemnify and hold CITY and its agents and employees harmless from and against all claims, damages, losses, expenses, penalties and/or fines, including attorney's fees and costs arising out of or resulting from CONTRACTOR'S performance of the Contract, attributable to negligent or willful acts or omissions, including violation of any permit by CONTRACTOR and/or any subcontractor or any employee or agent of CONTRACTOR or a subcontractor.

SECTION 6: OPERATION

During the term of this Contract, CONTRACTOR shall provide sufficient personnel and equipment to meet the requirements of this Contract. Operation shall be seven days a week to meet the CITY'S yard waste disposal needs. Hours of operation shall be 8:00 a.m. to 4:30 p.m. Operation days and hours shall coincide with CITY'S Solid Waste Transfer Station operation hours. CONTRACTOR shall not be required to operate on the following holidays:

New Year's Day	Thanksgiving Day	Independence Day
Memorial Day	Christmas Day	Labor Day

Should CONTRACTOR elect to operate on one or more of the above holidays, CONTRACTOR shall notify CITY thirty (30) days in advance of the holiday. CONTRACTOR shall maintain a local telephone number and a contact employee or agent. CONTRACTOR shall provide name, telephone number(s), and address to the CITY. In addition, CONTRACTOR shall provide a telephone number for 24/7 emergency contact.

Contractor will operate this site under the 40 CFR Part 503 Regulations and all other applicable federal, state and local regulations. Any additional testing, operation addendum or services requested by the City will be billed to the City.

CONTRACTOR retains the right to be flexible, amending operating stratums as needed to ensure maximum efficiency, a quality product and new operational methods. From time to time, CONTRACTOR may amend Operations Plan with Public Health – North Central District Health Department to reflect significant operational changes. The cost of any significant operational changes will be the responsibility of CONTRACTOR.

CUSTOMER SERVICE: CONTRACTOR shall provide two (2) phone lines during the transition phase of the program as well as during ongoing operations.

EDUCATION: CONTRACTOR shall provide an ongoing public education program consisting of the following.

1. Working with existing media outlets to promote composting.
2. Providing composting information at community events.
3. Working with and making presentations to local civic organizations to promote composting.
4. Providing tours of the new composting facility.
5. Providing composting information to area schools.
6. Generating displays that can be set up at various public buildings such as libraries, governmental entities and schools.
7. Developing information brochures that can be distributed throughout the community including businesses and public buildings.
8. Providing community workshops in conjunction with public or civic groups on backyard and worm composting.

SECTION 7: SITE

At its expense, and in accordance to federal, state, county and municipal codes, CONTRACTOR shall provide a disposal site and all site improvements including site grading, electrical, telephone, water, sewer, or septic tank, and adequate ingress and egress. The CONTRACTOR shall be responsible for site security and site maintenance, including weed and litter control.

SECTION 8: RECORDS – DISPOSAL RECEIPT

CONTRACTOR shall maintain a record of weights for all yard waste received. An individual record of each vehicle processed shall include the license plate number and gross vehicle weight with yard waste and tare vehicle weight minus yard waste.

SECTION 9: PAYMENT

CONTRACTOR shall provide CITY a monthly billing statement indicating the total monthly volume and payment amount due. The monthly statement shall be accompanied with a record of the individual disposal receipts required by Section 8. Each billing must be submitted to CITY by the tenth day of the month for timely processing CITY. False or altered disposal receipts shall be cause for Contract termination within the provisions of Section 13, Failure to Perform.

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In conformance with any applicable City Code or other law, City will adjust fees as soon as practicable in the case of any of the following events:

CHANGES IN SCOPE OF SERVICE. By providing notice to the other party, CITY or CONTRACTOR may request to change or modify services, or add new composting services directly related to services provided by CONTRACTOR. CITY and CONTRACTOR

will use reasonable business efforts to review and comment on, and approve or disapprove the proposal within thirty (30) days of receipt of notice. CITY and CONTRACTOR may mutually agree to extend the time period for review due to the complexity of the scope of service modification under consideration, the time needed for the review or approval, or other reasonable justifications.

Nothing in the Contract shall prohibit CITY from securing additional services not directly related to services provided by CONTRACTOR from other providers.

At the request of CITY, CONTRACTOR shall promptly provide operating and business records that are reasonably required to verify the soundness and accuracy of the impacts associated with a change in scope of services. CONTRACTOR shall fully cooperate with the CITY'S request and provide CITY and its agent(s) copies of or access to CONTRACTOR'S records.

This Contract shall be amended to incorporate any modification or additional services agreed upon by the parties.

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ANNUAL SERVICE FEE ADJUSTMENTS. Beginning April 2015 and in April of each succeeding Contract year, CITY will calculate the increase or decrease in the service fee effective for the next contract year commencing July 1, in accordance with the provisions of this section.

Annual service fee shall be adjusted by one hundred (100%) percent of the annual percentage change in the C-CPI-U. The service fee includes all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.

CONTRACTOR acknowledges that it shall have no right to an increase in service fees except in the events described in this subsection.

DEFINITIONS

Annual Percentage Change: the annual index value for the Index Year preceding the calculation of adjusted Service Fee (*Index Year 2)*, minus the annual index value for the next preceding Index Year (*Index Year 1*), divided by the annual index figure for the next preceding Index Year (*Index Year 1*).

C-CPI-U: the chained consumer price index (Series ID SUUR0000SA0L1E), U.S. CITY Average, all items less food & energy (not seasonally adjusted), Base Period DECEMBER 1999=100, as published by the U.S. Department of Labor / Bureau of Labor Statistics.

Index Year: is April 1 through March 31. (*For purposes of examples Index Year 1 means April 1, 2012 through March 31, 2013.* Index Year 2 *means April 1, 2013 through March 31, 2014.*)

The parties agree that interim/preliminary indexes shall be considered final indexes for the purpose of annual CONTRACTOR payment adjustments, and both parties agree not to pursue any further CONTRACTOR payment adjustments based on any revision of interim/preliminary indexes.

SECTION 11: PURCHASE OF COMPOST

CONTRACTOR shall annually provide two hundred fifty (250) cubic yards of compost to CITY at no cost to CITY. If CITY requires additional compost, CITY shall have the option to purchase compost at CONTRACTOR'S cost.

SECTION 12: SCALES

On the effective date of this Contract, CONTRACTOR shall have in operation a sixty (60') foot scale. Said scale shall be certified annually on or before the contract effective date, and shall be used to weigh the CITY'S yard waste from CITY vehicles, CITY contracted haulers and individual self-haulers.

SECTION 13: FAILURE TO PERFORM

Except in the event of Acts of God, should CONTRACTOR fail to perform any duties required by this Contract, CITY may provide written notification to CONTRACTOR of such failure, detailing the nature of the failure. CONTRACTOR shall initiate corrective measures within twenty-four (24) hours of such notification and completely correct any failure within ninety days (90) of notification.

If CONTRACTOR does not correct a failure to perform within the time limits set out above, or fails to provide a reason for noncompliance to the satisfaction of the CITY, CITY may declare CONTRACTOR in default of this Contract and notify CONTRACTOR to discontinue any further service under this Contract. A copy of said notice shall be sent to CONTRACTOR and the surety for CONTRACTOR'S performance bond, or CITY may collect on the letter of credit. Upon receipt of such notice, CONTRACTOR agrees that it shall promptly discontinue work, within ten (10) days of receipt of notification of non-performance, Surety may, at its option, assume the work which CITY has ordered discontinued and proceed to perform the Contract with a firm or contractor acceptable to CITY. Surety shall be solely responsible for the cost of continuing work in compliance with the terms and conditions of this Contract. Pending consideration by the Surety of the option to assume CONTRACTOR'S work, CITY may perform the work and employ such force as it may deem necessary to continue the work. The cost of all labor and materials necessary for such work shall be paid by CITY out of the monies then due CONTRACTOR or any other funds which may be future payments to CONTRACTOR and CITY may collect on the letter of credit to perform the work.

In the event that the Surety fails to exercise its option within the ten (10) day period, either by day labor, or by relenting the same, CITY may complete the work or any part thereof, either by employing such force as it may deem necessary to continue the work, or by relenting the same. The cost of all labor, materials and reasonable costs necessary for such work shall be paid by CITY out of the monies then due CONTRACTOR or any other funds which may be future payments to CONTRACTOR, including the letter of credit.

CITY shall be entitled to recover from CONTRACTOR and its Surety or by collection on the letter of credit, as damages, all expenses incurred, including reasonable attorney fees, any further damages as CITY may incur together with such additional sums as may be necessary to complete the work up to a maximum of seventy-five thousand ($75,000) dollars.

Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the contract resulting from Acts of God beyond CONTRACTOR'S control, shall not be deemed to be a default of the Contract and the rights and remedies of CITY provided for herein shall be inapplicable.

SECTION 14: NOTIFICATION OF SHUTDOWN

CONTRACTOR will be required to notify CITY in writing of any anticipated shutdown of its operation at least seventy-two (72) hours in advance. The notice shall be given to the Solid Waste Division Manager or his designee. CONTRACTOR shall immediately notify CITY of any emergency requiring shutdown of operations. All such notifications shall be made orally to the Solid Waste Division Manager or his designee and confirmed in writing.

CITY will be required to notify CONTRACTOR in writing of any anticipated shutdown of its operations at least seventy-two (72) hours in advance. CITY shall immediately notify the CONTRACTOR of any emergency requiring shutdown of operations. All such notifications shall be made orally to the CONTRACTOR and confirmed in writing to:

Latah Sanitation, Inc.
P.O. Box 8036
Moscow, Idaho 83843
(208) 882-5724

A local address and telephone number will be provided after the plant is in operation in Lewiston. Either party may change its address at any time upon written notice to the other party.

SECTION 15: REGULATIONS

CONTRACTOR shall keep itself fully informed of all existing and proposed federal, state, county and municipal laws, court or administrative rulings, ordinances, permits and regulations which affect those engaged or employed in the type of work covered by this Contract. CONTRACTOR shall at all times observe and comply with and shall cause all

its agents and employees to observe and comply with applicable laws, ordinances, permits, regulations, orders or decrees, and, shall protect and indemnify CITY and all its officers, agents and employees, against any claim, loss or liability, arising or resulting from violation of any such laws, ordinances, permits, rules, regulations, order or decrees, whether by itself or by its agents or employees.

If any discrepancy or inconsistency is discovered in the contract documents for work in the relation to such laws, ordinances, permits, rules, regulations, orders or decrees, CONTRACTOR shall immediately report the violation to the CITY. Should CITY be made aware of any violation, CITY will immediately notify CONTRACTOR.

SECTION 16: ASSIGNMENT OF CONTRACT

This Contract may not be assigned in whole or in part except upon the written consent of the CITY Council. Any assignment shall be subject to approval by the City Council. Such approval shall not be unreasonably withheld.

SECTION 17: ASSOCIATION

Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership, association, or joint venture by CONTRACTOR and CITY.

SECTION 18: TAXES

CONTRACTOR shall be responsible for the payment of all federal, state, local or other taxes applicable to its property and operations.

SECTION 19: ACCESS TO CONTRACTOR'S FACILITIES

At all times during the term of this Contract, authorized CITY personnel and state and federal regulatory personnel shall have access to CONTRACTOR'S facilities for purposes of inspection and monitoring as required by CITY, state, and federal regulatory agencies.

SECTION 20: SIGNING AND SITE CONTROL

CONTRACTOR shall be responsible for all on-site directional and informational signing. All new and existing signs shall conform to CITY standards and shall be approved by CITY prior to installation.

SECTION 21: DISPUTE RESOLUTION

All disputes between Contractor and City shall be subject to mediation under Idaho Code §§ 9-801-814. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice.

SECTION 22: AMENDMENT

This Contract may be amended by mutual consent of the parties. Any amendments shall be made in writing and executed by both parties

By the signatures of their duly elected officials, the parties cause this Contract to be executed on the date first written above.

CITY OF LEWISTON, IDAHO

By: _____
James Kleeburg, Mayor

ATTEST: _____
Kari J. Ravencroft, City Clerk

LATAH SANITATION, INC.

By: _____
Joseph J. Johnson, President

ATTEST: _____

SCHEDULE A

CITY CONTRACTOR Hauled	$43.75 per ton
Self-Haul	$43.75 per ton
Gate Fee: (For all Nez Perce County vehicles)	$ 1.04 per vehicle
Bag Removal (One annual payment)	$7,700.00 Annually

CONTRACTOR fees for compost shall be as follows.

Loading material - $0.50 cents per cubic yard
Screened material - $0.70 cents per cubic yard
Stored material - $0.10 cents per cubic yard

RESOLUTION 2024-51

A RESOLUTION APPROVING THE EXTENSION AND AMENDMENT TO THE BIOSOLIDS AND YARD WASTE CONTRACTS BETWEEN THE CITY OF LEWISTON AND LATAH SANITATION, INC.

WHEREAS, the City of Lewiston ("City") entered into two Agreements with Latah Sanitation, Inc. ("LSI") for the provision of composting biosolids and yard waste, which contracts were dated February 24, 2014 (collectively the "Contracts");

WHEREAS, Section 2 of the Contracts allows the City, in its sole discretion, to extend the Contracts for an additional five (5) years, so long as City provides written notice no later than December 31, 2023;

WHEREAS, the City provided written notice of its intent to extend the Contracts on or about November 1, 2023; and

WHEREAS, the City and LSI also desire to amend the Contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: The terms of the Contracts be extended for five (5) years from December 31, 2024, with a new expiration date of December 31, 2029.

SECTION 2: That the "Extension and Amendment to the Biosolids Contract Between the City of Lewiston and Latah Sanitation, Inc." is hereby approved. A copy of said Biosolids Extension and Amendment is attached hereto as Exhibit 1 and incorporated herein.

SECTION 3: That the "Extension and Amendment to the Yard Waste Contract Between the City of Lewiston and Latah Sanitation, Inc." is hereby approved. A copy of said Yard Waste Extension and Amendment is attached hereto as Exhibit 2 and incorporated herein.

SECTION 4: The Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Biosolids Extension and Amendment and Yard Waste Extension and Amendment.

SECTION 5: This Resolution shall become effective upon its passage, and the Biosolids Extension and Amendment and Yard Waste Extension and Amendment shall each become effective on January 1, 2025

PASSED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

EXHIBIT 1
to
Resolution 2024-51

EXTENSION AND AMENDMENT TO THE BIOSOLIDS CONTRACT BETWEEN THE CITY OF LEWISTON AND LATAH SANITATION, INC.

THIS EXTENSION AND AMENDMENT TO THE BIOSOLIDS CONTRACT BETWEEN THE CITY OF LEWISTON AND LATAH SANITATION, INC. ("Amendment") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Latah Sanitation, Inc., an Idaho corporation d/b/a Clearwater Composting ("LSI"). City and LSI may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, the Lewiston City Council passed Resolution 2014-11 on February 24, 2014, which approved the Biosolids Contract between the City and LSI for the provision of composting biosolids for the City;

WHEREAS, the Parties executed the Biosolids Contract on February 27, 2014 ("Contract") for an initial term of ten (10) years beginning on July 1, 2014 through December 31, 2024;

WHEREAS, Section 2 of the Contract grants the City the option of extending the Contract for an additional five (5) years upon written notice to LSI on or before December 31, 2023;

WHEREAS, on November 1, 2023, the City sent written notice of its intent to extend the Contract to LSI;

WHEREAS, it is now the mutual intent of the Parties to extend the Contract for an additional five (5) years until December 31, 2029 under the same terms and conditions as set forth in the Contract, as amended from time to time, subject to the amendments noted herein; and

WHEREAS, the parties desire to extend the scope of services to include the hauling of biosolids to LSI's Clearwater Composting site.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and in the Contract, it is mutually agreed and stipulated by and between City and LSI as follows:

SECTION 1: That the Contract, as amended from time to time, shall be renewed for the period from January 1, 2025 through December 31, 2029.

SECTION 2: That in consideration of the terms herein and the terms of that *Extension and Amendment to the Yard Waste Contract Between the city of Lewiston and Latah Sanitation, Inc.*, the installation of a removable meter on the hydrant at the disposal site, the per ton drop off fee from January 1, 2025 to October 1, 2025 shall reduce from $55.40 to $55.00, then subject to adjustment as described in the Contract as amended.

SECTION 3: That the text of Section 1 is hereby deleted in its entirety and replaced with the following:

> CONTRACTOR hereby agrees to accept all biosolids generated by CITY's wastewater treatment facility.
>
> CITY shall direct biosolids to the site designated by CONTRACTOR.
>
> CITY and CONTRACTOR shall comply with all applicable provisions of 40 CFR Part 503 and all other applicable federal, state, and local regulations with respect to the generation, handling, storage, transportation, disposal, and sale or use of biosolids and composted biosolids final product.
>
> CITY and CONTRACTOR shall comply with all other applicable federal, state, and local statutes, rules, regulations, and ordinances in the operation of their respective sites and facilities, and shall not cause or create any violations at those sites.
>
> CONTRACTOR shall be responsible for the operations of the site designated for accepting biosolids, including the onsite inspection, sorting, acceptance, or rejection of biosolids, in accordance with all applicable statutes and regulations of all governmental regulatory agencies. CITY will perform quarterly inspections of the designated site as provided in 40 CFR Part 503.
>
> CONTRACTOR agrees to process all of CITY'S dewatered biosolids received from the CITY at thirteen percent (13%) to twenty percent (20%) dry solids.
>
> CONTRACTOR shall comply with the specific performance requirement and provisions as set forth in this section applicable to the handling and processing of CITY and its participating Commingler's Biosolids at CONTRACTOR'S facility.

CONTRACTOR shall operate its composting facility in accordance with a Non-Municipal Solid Waste Operation Plan (IDAPA 58.01.06) approved by the North Central District Health Department (NCDHD).

CONTRACTOR shall operate its composting facility in accordance with an Operating and Order Control Plan approved by the NCDHD.

CITY and CONTRACTOR are required to provide biosolids sample results utilizing sampling methods contained in Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA Publication SW-846, pursuant to the requirements of 40 CFR Part 503. For those parameters that are required to be tested, but do not appear in the SW 846 publication, testing shall be conducted using 40 CFR Part 136 approved methods.
At their respective facilities, CITY and CONTRACTOR shall not cause a violation of any applicable ambient air quality standard or emission standard from the emission of smoke, gases, process odors, or any other emission associated with such a facility or its operations.

CITY and CONTRACTOR shall not cause a violation of any receiving water quality standard or violate any applicable Idaho Water Quality Standards or Wastewater Treatment Requirements.

SECTION 4: That Section 6 of the Contract is hereby amended to include Easter Day as one of the days CONTRACTOR is not required to operate in accordance with the terms of the Contract.

SECTION 5: That Section 6 is amended to include the following:

CONTRACTOR is permitted to install a removable meter provided by the CITY to the existing hydrant located at the disposal site on the same terms and conditions as if the removable meter were temporarily installed. CONTRACTOR may utilize water from the hydrant based on the water-rate currently in place for use of water without use of the hydrant. CONTRACTOR shall be responsible for any costs associated with the installation, maintenance, and usage of the meter.

SECTION 6: That the text of Section 9 of the Contract is hereby deleted in its entirety and replaced with the following:

CONTRACTOR shall provide CITY a monthly billing statement indicating the total monthly volume and payment amount due. The monthly statement shall be accompanied with a record of the individual disposal receipts required by Section 8. Each billing shall be submitted to CITY by the tenth (10th) day of the month for timely processing by the CITY in one of the following ways: (1) hand delivery to Public Works, 215 D Street in Lewiston, Idaho; (2) electronic delivery by email to ap@cityoflewiston.org; or (3) deposit in the U.S. mail, postage prepaid by first class mail, addressed to the City of Lewiston, Attn: Public Works Director, P.O. Box 617, Lewiston, Idaho 83501. False or altered disposal receipts shall be cause for Contract termination within the provisions of Section 13, Failure to Perform.

SECTION 7: That the text in the paragraph titled "Annual Service Fee Adjustments" in Section 10 of the Contract is hereby deleted in its entirety and replaced with the following:

> ANNUAL SERVICE FEE ADJUSTMENTS. The fees which may be charged by the Franchisee as approved by the City for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations. By June 30th of each succeeding Contract year, CONTRACTOR shall provide CITY notification of any increase or decrease in the service fee effective for CITY'S next fiscal year. The Annual Service Fee shall be adjusted by one hundred percent (100%) of the annual percentage change in the C-CPI-U. The statistics utilized shall be for a one-year period and shall be the adjusted figures for the average monthly change from March of the prior year to February of the then current year Each annual adjustment shall take place on October 1 of that year. In the event that CONTRACTOR fails to timely provide CITY with a notification of a rate adjustment, CONTRACTOR and/or CITY shall still be entitled to an adjustment, provided that the date the adjustment is actually received may be delayed. The service fee shall include all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.
>
> CONTRACTOR acknowledges that it shall have no right to an increase in service fees except as provided herein.

SECTION 8: That the text in Section 12 is hereby deleted in its entirety and replaced with the following:

> Except in the event of Acts of God, should CONTRACTOR fail to perform any duties required by this Contract, CITY may provide written notification to CONTRACTOR of such failure, detailing the nature of the failure. CONTRACTOR shall initiate corrective measures within twenty-four (24) hours of such notification and completely correct any failure within ninety days (90) of notification.
>
> If CONTRACTOR does not correct a failure to perform within the time limits set out above, or fails to provide a reason for noncompliance to the satisfaction of the CITY, CITY may declare CONTRACTOR in default of this Contract and notify CONTRACTOR to discontinue any further service under this Contract. A copy of said notice shall be sent to CONTRACTOR and the surety for CONTRACTOR'S performance bond. Upon receipt of such notice, CONTRACTOR agrees that it shall promptly discontinue work, Within ten (10) days of receipt of notification of non-performance, Surety may, at its option, assume the work which CITY has ordered discontinued and proceed to perform the Contract with a firm or contractor acceptable to CITY. Surety shall be solely responsible for the cost of continuing work in compliance with the terms and conditions of this Contract. Pending consideration by the Surety of the option to assume CONTRACTOR'S work, CITY may perform the work and employ such force as it may deem necessary to continue the work. The cost of all labor and materials necessary for such work shall be paid by CITY out of the monies then due to CONTRACTOR or any other funds which may be future payments to CONTRACTOR.

In the event that the Surety fails to exercise its option within the ten (10) day period, either by day labor, or by relenting the same, CITY may complete the work or any part thereof, either by employing such force as it may deem necessary to continue the work, or by relenting the same. The cost of all labor, materials and reasonable costs necessary for such work shall be paid by CITY out of the monies then due to CONTRACTOR or any other funds which may be future payments to CONTRACTOR, including the letter of credit.

CITY shall be entitled to recover from CONTRACTOR and its Surety, as damages, all expenses incurred, including reasonable attorney fees, any further damages as CITY may incur together with such additional sums as may be necessary to complete the work up to a maximum of seventy-five thousand ($75,000) dollars.

Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the contract resulting from Acts of God beyond CONTRACTOR'S control, shall not be deemed to be a default of the Contract and the rights and remedies of CITY provided for herein shall be inapplicable.

SECTION 9: That Section 13 is amended to include the City's local address and telephone number for Clearwater Composting as follows:

Clearwater Composting
3965 Industrial Way
Lewiston, ID 83501
(208)413-6020

SECTION 10: That a new Section 22: Additional Requirements of the State of Idaho is hereby included as follows:

SECTION 22: ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:

The clauses of this Section are required by the State of Idaho. The inclusions of these clauses in this Contract by the CITY does not indicate the CITY'S support or opposition to these clauses or acknowledgment by the CITY that these clauses are relevant to the subject matter of this Contract. Instead, these clauses are included solely to comply with Idaho state law.

A. Boycotting Israel: If payments under this Contract exceed one hundred thousand dollars ($100,000) and the Contractor employs ten (10) or more persons, then the Contractor certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

B. Government of China: Contractor certifies that it is not and will not, for the duration of this Contract, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

C. Contract with Abortion Providers: To the extent this Contract is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Contract, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

D. Employment of Bona Fide Idaho Residents: If this Contract contemplates public works construction, Contractor agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on the Work in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Contractor employs less than fifty (50) employees on the Work, Contractor may employ up to ten (10%) nonresidents on the Work. In all cases, Contractor agrees to give a preference to bona fide Idaho residents. The parties agree that if the Work involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

E. Prohibition on Contracts with Companies Boycotting Certain Sectors. If this Contract: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars ($100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A.

SECTION 11: All other provisions of the Contract shall remain in full force and effect as if set forth fully herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last day and year written below.

Signatures on next page

DATED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2024.

LATAH SANITATION, INC.

By: _____

Title: _____

EXHIBIT 2
to
Resolution 2024-51

EXTENSION AND AMENDMENT TO THE YARD WASTE CONTRACT BETWEEN THE CITY OF LEWISTON AND LATAH SANITATION, INC.

THIS EXTENSION AND AMENDMENT TO THE YARD WASTE CONTRACT BETWEEN THE CITY OF LEWISTON AND LATAH SANITATION, INC. ("Amendment") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Latah Sanitation, Inc., an Idaho corporation d/b/a Clearwater Composting ("LSI"). City and LSI may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, the Lewiston City Council passed Resolution 2014-11 on February 24, 2014, which approved the Yard Waste Contract between the City and LSI for the provision of composting yard waste for the City;

WHEREAS, the Parties executed the Yard Waste Contract on February 27, 2014 ("Contract") for an initial term of ten (10) years beginning on July 1, 2014 through December 31, 2024;

WHEREAS, Section 2 of the Contract grants the City the option of extending the Contract for an additional five (5) years upon written notice to LSI on or before December 31, 2023;

WHEREAS, on November 1, 2023, the City sent written notice of its intent to extend the Contract to LSI; and

WHEREAS, it is now the mutual intent of the Parties to extend the Contract for an additional five (5) years until December 31, 2029 under the same terms and conditions as set forth in the Contract, as amended from time to time, subject to the amendments noted herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and in the Contract, it is mutually agreed and stipulated by and between City and LSI as follows:

SECTION 1: That the Contract, as amended from time to time, shall be renewed for the period from January 1, 2025 through December 31, 2029.

SECTION 2: That portion of Section 1 of the Contract requiring LSI to accept Yard Waste in plastic bags shall be amended to no longer require LSI accept plastic bags after December 31, 2025, and upon termination of LSI's obligation to accept plastic bags, the "Bag Removal Fee" in Schedule A, shall be removed.

SECTION 3: That in consideration of the terms herein and that *Extension and Amendment to the Biosolids Contract Between the city of Lewiston and Latah Sanitation, Inc* of the same date hereof, specifically the termination of the obligation to take plastic bags and the installation of a removable meter on the hydrant at the disposal site, the per ton drop off fee from January 1, 2025 to October 1, 2025 shall reduce from $61.42 to $60.00, then subject to adjustment as described in the Contract as amended.

SECTION 4: That Section 6 of the Contract is hereby amended to include Easter Day as one of the days LSI is not required to operate in accordance with the terms of the Contract.

SECTION 5: That Section 6 is amended to include the following:

> CONTRACTOR is permitted to install a removable meter provided by the CITY to the existing hydrant located at the disposal site on the same terms and conditions as if the removable meter were temporarily installed. CONTRACTOR may utilize water from the hydrant based the water rate currently in place for use of water without use of the hydrant. CONTRACTOR shall be responsible for any costs associated with the installation, maintenance, and usage of the meter.

SECTION 6: That the text of Section 9 of the Contract is hereby deleted in its entirety and replaced with the following:

> CONTRACTOR shall provide CITY a monthly billing statement indicating the total monthly volume and payment amount due. The monthly statement shall be accompanied with a record of the individual disposal receipts required by Section 8. Each billing shall be submitted to CITY by the tenth (10th) day of the month for timely processing by the CITY in one of the following ways: (1) hand delivery to Public Works, 215 D Street in Lewiston, Idaho; (2) electronic delivery by email to ap@cityoflewiston.org; or (3) deposit in the U.S. mail, postage prepaid by first class mail, addressed to the City of Lewiston, Attn: Public Works Director, P.O. Box 617, Lewiston, Idaho 83501. False or altered disposal receipts shall be cause for Contract termination within the provisions of Section 13, Failure to Perform.

SECTION 7: That the text in the paragraph titled "Annual Service Fee Adjustments" in Section 10 of the Contract is hereby deleted in its entirety and replaced with the following:

> ANNUAL SERVICE FEE ADJUSTMENTS. The fees which may be charged by the Franchisee as approved by the City for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations. By June 30th of each succeeding Contract year, CONTRACTOR shall provide CITY notification of any increase or decrease in the service fee effective for CITY'S next fiscal year. The Annual Service Fee shall be adjusted by one hundred percent (100%) of the annual percentage change in the C-CPI-U. The statistics utilized shall be for a one-year period and shall be the adjusted figures for the average monthly change from March of the prior year to February of the then current year Each annual adjustment shall take place on October 1 of that year. In the event that CONTRACTOR fails to timely provide CITY with a notification of a rate adjustment, CONTRACTOR and/or CITY shall still be entitled to an adjustment, provided that the date the adjustment is actually received may be delayed. The service fee shall include all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.
>
> CONTRACTOR acknowledges that it shall have no right to an increase in service fees except as provided herein.

SECTION 8: That the text in Section 13 is hereby deleted in its entirety and replaced with the following:

> Except in the event of Acts of God, should CONTRACTOR fail to perform any duties required by this Contract, CITY may provide written notification to CONTRACTOR of such failure, detailing the nature of the failure. CONTRACTOR shall initiate corrective measures within twenty-four (24) hours of such notification and completely correct any failure within ninety days (90) of notification.
>
> If CONTRACTOR does not correct a failure to perform within the time limits set out above, or fails to provide a reason for noncompliance to the satisfaction of the CITY, CITY may declare CONTRACTOR in default of this Contract and notify CONTRACTOR to discontinue any further service under this Contract. A copy of said notice shall be sent to CONTRACTOR and the surety for CONTRACTOR'S performance bond. Upon receipt of such notice, CONTRACTOR agrees that it shall promptly discontinue work, Within ten (10) days of receipt of notification of non-performance, Surety may, at its option, assume the work which CITY has ordered discontinued and proceed to perform the Contract with a firm or contractor acceptable to CITY. Surety shall be solely responsible for the cost of continuing work in compliance with the terms and conditions of this Contract. Pending consideration by the Surety of the option to assume CONTRACTOR'S work, CITY may perform the work and employ such force as it may deem necessary to continue the work. The cost of all labor and materials necessary for such work shall be paid by CITY out of the monies then due to CONTRACTOR or any other funds which may be future payments to CONTRACTOR.

In the event that the Surety fails to exercise its option within the ten (10) day period, either by day labor, or by relenting the same, CITY may complete the work or any part thereof, either by employing such force as it may deem necessary to continue the work, or by relenting the same. The cost of all labor, materials and reasonable costs necessary for such work shall be paid by CITY out of the monies then due to CONTRACTOR or any other funds which may be future payments to CONTRACTOR, including the letter of credit.

CITY shall be entitled to recover from CONTRACTOR and its Surety, as damages, all expenses incurred, including reasonable attorney fees, any further damages as CITY may incur together with such additional sums as may be necessary to complete the work up to a maximum of seventy-five thousand ($75,000) dollars.

Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the contract resulting from Acts of God beyond CONTRACTOR'S control, shall not be deemed to be a default of the Contract and the rights and remedies of CITY provided for herein shall be inapplicable.

SECTION 9: That Section 14 is amended to include the City's local address and telephone number for Clearwater Composting as follows:

Clearwater Composting
3965 Industrial Way
Lewiston, ID 83501
(208)413-6020

SECTION 10: That a new Section 23: Additional Requirements of the State of Idaho is hereby included as follows:

SECTION 23: ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:

The clauses of this Section are required by the State of Idaho. The inclusions of these clauses in this Contract by the CITY does not indicate the CITY'S support or opposition to these clauses or acknowledgment by the CITY that these clauses are relevant to the subject matter of this Contract. Instead, these clauses are included solely to comply with Idaho state law.

A. Boycotting Israel: If payments under this Contract exceed one hundred thousand dollars ($100,000) and the Contractor employs ten (10) or more persons, then the Contractor certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

B. Government of China: Contractor certifies that it is not and will not, for the duration of this Contract, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

C. Contract with Abortion Providers: To the extent this Contract is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Contract, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

D. Employment of Bona Fide Idaho Residents: If this Contract contemplates public works construction, Contractor agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on the Work in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Contractor employs less than fifty (50) employees on the Work, Contractor may employ up to ten (10%) nonresidents on the Work. In all cases, Contractor agrees to give a preference to bona fide Idaho residents. The parties agree that if the Work involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

E. Prohibition on Contracts with Companies Boycotting Certain Sectors. If this Contract: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars ($100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A.

SECTION 11: All other provisions of the Contract shall remain in full force and effect as if set forth fully herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last day and year written below.

Signatures on next page

DATED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2024.

LATAH SANITATION, INC.

By: _____

Title: _____

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE CM/GC DOWNTOWN TRANSMISSION MAIN REPLACEMENT (WR600) PHASE II CONSTRUCTION PRICE AMENDMENT	**AGENDA NO.** V. G. **AGENDA DATE:** December 23, 2024

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

The City Council approved, and the Mayor executed a Construction Management-General Contractor (CM/GC) agreement in the amount of $94,250 with Kenaston-Leone & Keeble Group (KLK) on September 9, 2024, for Preconstruction Phase I Services for Downtown Transmission Main Replacement, Phase 2. The preconstruction phase included project meetings, cost estimating, vibration mitigation plan, and constructability reviews. Preconstruction also included bid packaging development and bidding.

KLK prepared and administered bid package #1 for construction. Bid package #1 generally includes the following:
Base Bid: D ST (3rd ST to 5th ST), 3rd ST (Main ST to D ST)
Bid Alternate #1: Main ST (5th ST to 9th ST)
Bid Alternate #2: 3rd ST (D ST to 110' North of Beachey ST)
Bid Alternate #3: D ST (1st ST to 3rd ST)

KLK published, reviewed, and intends to award the base bid to M.L Albright & Sons. They were the second-lowest bidder and selected for award after the lowest bidder, LaRiviere Inc., withdrew their bid due to technical errors in their bid submittal. Alternative(s) work is expected to be awarded in May 2025.

This Phase II Construction Price Amendment includes 1) $790,703 for base bid construction, materials testing, CM/GC contingency, Owner's allowance, and CM/GC costs and fees; and 2) $2,409,297 Owner's allowance for the construction of the selected alternative(s) to be determined after an anticipated bond election for Downtown Reconstruction in May 2025.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

The project is funded by the City's direct allocation of $5,709,320 from the American Rescue Plan Act (ARPA) and its accumulated interest. The City has spent or obligated $3.1M for the design and construction of the first phase projects. The remaining ARPA funds of approximately $3.2M is appropriated in the City's fiscal year 2025 budget for the design and construction of the second

phase projects, and CM/GC preconstruction services. There will be a budget amendment in August 2025 to capture additional interest earnings. The deadline to obligate these funds is December 31, 2024, and spent by December 31, 2026. Any excess of funds will come from Water Reserves.

ACTION PROPOSED

Staff recommends approving and the Mayor to execute Phase II Construction Price Amendment with Kenaston-Leone & Keeble Group.

Exhibit E – Phase II Construction Price Amendment

Construction Manager/General Contractor (CM/GC)

City of Lewiston, Idaho
Downtown Transmission Main Replacement, Phase 2
(WR600) ALN.21.027

CONTENTS

ARTICLE 1 — Phase II Construction Price Amendment 1

ARTICLE 2 — The Work 2

ARTICLE 3 — Contract Time 2

ARTICLE 4 — Phase II Construction Price 2

ARTICLE 5 — Cost of the Work 4

ARTICLE 6 — Excluded Costs 7

ARTICLE 7 — Discounts 7

ARTICLE 8 — Schedule of Values 7

ARTICLE 9 — Interest on Past Due Payments 8

ARTICLE 10 — Contingency 8

ARTICLE 11 — Savings 9

ARTICLE 12 — Early Completion Bonus 10

ARTICLE 13 — Retainage 10

ARTICLE 14 — Final Payment 10

ARTICLE 15 — Fee for Termination for Convenience 11

ARTICLE 16 — Dispute Resolution 11

ARTICLE 17 — Miscellaneous 11

Attachment 1—Scope of the Work 12

Attachment 2—Phase II Construction Amendment Cost Summary 13

Attachment 3—Schedule of Values 14

Attachment 4—Project Construction Schedule 15

Attachment 5—Construction Drawings and Specifications for the Work 16

Attachment 6—List of Allowances 17

Attachment 7—Subcontractor Procurement Plan 18

Attachment 8—Phase II Notice to Proceed 19

Attachment 9—Phase II Technical Scheduling Requirements 20

Attachment 10—Insurance and Bond Requirements 21

Attachment 11—Payment Bond Form 22

Attachment 12—Performance Bond Form 23

Attachment 13—Davis-Bacon and Other Wage Requirements 24

Attachment 14—Insurance Certificates 25

Attachment 15—CM/GC Schedule of Assumptions, Clarifications, and Exclusions 26

Attachment 16—Form WH-5 Public Works Contract Report 27

Attachment 17—Equipment Rates 28

Exhibit E
Phase II Construction Price Amendment

Effective Date of this Amendment:	12/23/2024
Effective Date of CM/GC Construction Agreement	09/09/2024
Owner:	City of Lewiston
CM/GC:	The Kenaston-Leone & Keeble Group
Project:	Downtown Transmission Main Replacement, Phase 2
Project No.:	(WR600) ALN.21.027

This Phase II Construction Price Amendment (this "Amendment") is entered into pursuant to the terms and conditions of the Agreement Between Owner and Construction Manager/General Contractor (CM/GC) dated September 3, 2024 (the "Agreement"), by and between the Owner and the CM/GC, for the Project identified in the Agreement. The Owner and CM/GC desire to establish a Phase II Construction Price for the Work defined and described below and in the other Contract Documents relating to such Work. This Amendment, when accepted by the Owner, shall be a Contract Document and part of the Agreement for all purposes. To the extent there exists any conflict between this Amendment and the Agreement, this Amendment shall govern and control the respective rights, duties, and obligations of the Parties hereto with regard to the Scope of the Work, Phase II Construction Price (including Cost of the Work and CM/GC's Fee where applicable), Owner's Contingency and CM/GC's Contingency (where applicable; such CM/GC Contingency being a part of the Cost of the Work), Owner Allowances, and the terms, provisions, and conditions of **Attachments 1-17** attached hereto and incorporated herein by this reference, including any CM/GC exclusions mutually agreed upon by the CM/GC and the Owner. Capitalized terms used herein but not defined herein shall have the meanings given them in the Agreement and other Contract Documents.

ARTICLE 1 — Phase II Construction Price Amendment

This Phase II Construction Price Amendment includes the following documents attached hereto and incorporated by this reference:

Attachment 1	Scope of the Work
Attachment 2	Phase II Construction Price Amendment Cost Summary
Attachment 3	Schedule of Values (CM/GC to provided prior to start of construction)
Attachment 4	Project Construction Schedule
Attachment 5	Construction Drawings and Specifications for the Work
Attachment 6	List of Allowances
Attachment 7	Subcontractor Procurement Plan
Attachment 8	Phase II Notice to Proceed
Attachment 9	Phase II Technical Scheduling Requirements
Attachment 10	Insurance and Bond Requirements

Attachment 11	Payment Bond Form
Attachment 12	Performance Bond Form
Attachment 13	Davis-Bacon and Other Wage Requirements
Attachment 14	Insurance Certificates
Attachment 15	CM/GC Schedule of Assumptions, Clarifications, and Exclusions
Attachment 16	Form WH-5 Public Works Contract Report
Attachment 17	Equipment Rates

ARTICLE 2— The Work

The Work to be performed under this Amendment is limited to the construction and completion of the Work and improvements described in **Attachments 1 and 5** attached hereto, in strict accordance with the Contract Documents, subject only to the CM/GC's Schedule of Assumptions, Clarifications, and Exclusions attached as **Attachment 15** hereto.

ARTICLE 3 — Contract Time

3.1 Substantial and Final Completion

The CM/GC shall achieve Substantial Completion of all Work under the Contract Documents on or before July 31, 2026 (the "Contract Time"). The "Commencement Date" shall be the later of: (a) the issuance of a Phase II Notice to Proceed by the Owner with the Construction Phase Work, or (b) the Effective Date of this Amendment. The final day of the Contract Time shall be the "Substantial Completion Date." The CM/GC shall achieve Final Completion of all Work and the Punch List on or before August 31, 2026 the "Final Completion Date." The Contract Time, Commencement Date, Substantial and Final Completion Dates, and other milestones for performance of the Work, including critical path items, are more particularly described in the Project Construction Schedule attached hereto as **Attachment 4** and Phase II Technical Scheduling Requirements described in **Attachment 9**.

3.2 Notwithstanding Paragraph 3.1 of this Amendment, the Owner may designate separate periods of time and dates of Substantial Completion of discrete phases of the Project, in which case, each phase shall have a separate number of days from the Commencement Date to achieve Substantial Completion, and a separate Final Completion Date, and designated Close-Out Period.

ARTICLE 4 — Phase II Construction Price

4.1 As full consideration for performance and furnishing of the Work, and subject to the other terms and conditions of the Contract Documents, the Owner shall pay the CM/GC the following (the "Phase II Construction Price") **(check applicable box)**:

4.1.1 ☒ The Lump-Sum Contract amount of $3,200,000 (Three Million Two Hundred Thousand Dollars); as detailed in **Attachments 2 and 6**, subject to Change Orders and other applicable provisions of the Contract Documents and this Amendment that permit or require an increase in the Lump-Sum Contract amount.

4.1.2 ☐ An amount equal to the Cost of the Work (defined below) plus the CM/GC's Fee (defined below) paid in proportion to the Work performed, provided, however, the CM/GC guarantees that the sum of the Cost of the Work and the CM/GC's Fee shall not exceed $N/A (the "GMP" or "Guaranteed Maximum Price"). The Guaranteed Maximum Price is the amount beyond which the Phase II Construction Price may not exceed, subject to Change Orders and other applicable provisions of the Contract Documents and this Amendment that permit or require an increase in the GMP.

4.1.3 ☒ Any authorized amount of Allowances as detailed in **Attachment 6** of this Phase II Construction Price Amendment.

4.2 The compensation to be paid shall be limited to the Phase II Construction Price established pursuant to this Amendment, as the same may be adjusted under applicable provisions of the Contract Documents and this Amendment. To the extent the CM/GC's cost to complete the Work exceeds the Lump-Sum Contract amount described in Paragraph 4.1.1 above (in cases where a Lump Sum Phase II Construction Price has been selected by the Parties) or the Cost of the Work plus the CM/GC's Fee exceeds the Guaranteed Maximum Price (in cases where a GMP Phase II Construction Price has been selected by the Parties in accordance with Paragraph 4.1.2 above), as modified, the CM/GC shall bear such costs in excess of the applicable Phase II Construction Price without reimbursement or additional compensation from the Owner.

4.2.1 Payment for Work performed shall be as set forth in Article 9 of the Agreement.

4.3 CM/GC FEE

☒ **Check if applicable.** ☐ **Check if not applicable.** The Fee ("CM/GC's Fee" or "Fee") payable by the Owner to the CM/GC as required by **Attachment 2** and is included in, and a part of, the Phase II Construction Contract Price agreed upon by the Owner and the CM/GC pursuant of this Amendment. The CM/GC's Fee includes all the CM/GC's home office overhead and profit. Construction Costs are an element of the Cost of Work and are not included in the CM/GC's home office overhead.

4.3.1 Adjustment in the CM/GC's Fee shall be made as follows:

4.3.1.1 The CM/GC's Fee as required by **Attachment 2** shall be multiplied by the Cost of the Work included in additive changes in the Work

as provided in Article 8 of the Agreement, and such CM/GC Fee, together with the Cost of the Work reflected in such additive change in the Work shall be added to the GMP. Deductive Change Orders shall result in a corresponding decrease in the CM/GC's Fee.

4.3.1.2 For delays in the Work not caused by the CM/GC, except as provided in Article 6 of the Agreement, in all situations in which (a) the Phase II Construction Price is based on the Cost of the Work plus the CM/GC's Fee (with or without a GMP), the Phase II Construction Price shall be increased by the increase in the Cost of the Work (including Construction Costs [hereinafter defined]) resulting from such delay, plus CM/GC's Fee on such increased Cost of the Work; and (b) the Phase II Construction Price is based on a Lump-Sum Contract amount, there may be an equitable adjustment in the Phase II Construction Price resulting from such delay, including an increase in the Cost of the Work impacted by such delay, increased Construction Costs thereon, and CM/GC's overhead and profit on such increased costs.

4.3.1.3 In the event the Owner issues a Field Order or Owner Change Directive, as defined in Article 1 of the Agreement, compensation to the CM/GC will be as follows:

4.3.1.3.1 Lump sum, with appropriate documentation, if agreed to by the Parties; or

4.3.1.3.2 In the absence of such an agreement, Cost of the Work plus a Fee as required by **Attachment 2**.

4.3.1.4 If the CM/GC is retained by the Owner pursuant to a separate written agreement to undertake construction or replacement of an insured or uninsured loss, the CM/GC shall be paid an additional fee in the same proportion that the CM/GC's Fee bears to the estimated Cost of the Work for the replacement.

4.3.1.5 For the CM/GC's Contingency used as provided for in Article 10 of this Amendment, the CM/GC's Fee as required by **Attachment 2**will be applied but only after the time such CM/GC Contingency is used and not beforehand.

ARTICLE 5 — Cost of the Work

The Cost of the Work ("Cost of the Work"), when determining the Phase II Construction Price based on a GMP, consists of all costs incurred in connection with the Work, including, without limitation, the following, unless such items are expressly stated to be excluded costs:

5.1 Wages and salaries including payroll taxes and benefits paid for labor in the direct employ of the CM/GC in the performance of the Work, including compensation for craft or trade labor performed by CM/GC's personnel.

5.2 Construction Costs, as negotiated between the Owner and the CM/GC.

5.3 Without duplication of the Construction Costs, cost of all employee benefits and taxes, including, but not limited to, workers' compensation, unemployment compensation, Social Security, health, welfare, training, drug testing, and other nonprofit sharing or non-retirement benefits as required by law, labor agreements, or paid under the CM/GC's standard personnel policy, to the extent such costs are based on wages and salaries of CM/GC's employees included in the Cost of the Work under Paragraphs 5.1 and 5.2 hereof. Holidays and vacations are excluded from payroll taxes and other employee benefits and shall be billed directly to the Project and considered reimbursable under the terms of the Contract Documents. Payroll taxes, insurance, and other benefits of the CM/GC's non-exempt hourly employees are not included in the CM/GC's hourly rate schedule, attached to the Agreement as Exhibit H.

5.4 Reasonable transportation, travel, hotel, and moving expenses of the CM/GC personnel incurred in connection with the Work.

5.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner; transportation, storage, and handling.

5.6 Payments made by the CM/GC to Subcontractors for work performed under the Contract Documents.

5.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed, that remain the property of the CM/GC.

5.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether provided by the CM/GC or rented from Others, in each case agreed-upon rates in effect in the market in which the Project is located and including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at the aforementioned agreed-upon rate(s). In the case equipment is provided by CM/GC rates shall be included in **Attachment 17 -** Equipment Rates.

5.9 Cost of the premiums for all insurance and surety bonds which the CM/GC is required to procure or deems necessary, including major Subcontractors and

equipment system suppliers, and as approved by the Owner, including any additional premium incurred because of any increase in the GMP.

5.10 Sales, use, gross receipts, or other taxes, tariffs, duties, or impositions or exactions related to the Work for which the CM/GC is liable.

5.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the CM/GC is not responsible as set forth in Paragraph 10.7 of the Agreement, and deposits lost for causes other than the CM/GC's negligence.

5.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise provided for in Article 10 of the Agreement, and the cost of corrective work during the Construction Phase and for a period of 5 days following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from the work, acts or omissions of the CM/GC.

5.13 All costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

5.14 All costs associated with demobilizing and remobilizing the field office and the CM/GC's workforce, including Subcontractor workforces, because of a suspension of the Work by the Owner.

5.15 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone (including cell phone) service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

5.16 All water, power, heating, fuel, chemicals for commissioning, and other utility costs necessary for the Work.

5.17 Cost of removal of all nonhazardous substances, debris, and waste materials.

5.18 Costs incurred due to an emergency affecting the safety of persons or property.

5.19 Costs related to the Work for safety, OSHA, EEO, and other regulatory reporting as well as Project time, personnel, and data records and reports. Payment of OSHA fines of the CM/GC or its Subcontractors is not an allowable Cost of Work.

5.20 Additional costs resulting from laws, ordinances, rules, regulations, and taxes enacted after the date of the Contract Documents.

5.21 Self-insured retentions and deductibles resulting from any insured loss or casualty.

5.22 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the CM/GC's fee as set forth in Article 4.

5.23 Any Contingencies identified and selected in Article 10 hereof, excluding, however, any Owner Contingency.

5.24 Allowances, when authorized, become a part of the Cost of the Work. Allowances are not included in the CM/GC's Contingency. If an Allowance is projected to be exceeded, the Owner shall be required to fund the additional incremental cost and the Contract Price shall be adjusted accordingly. The initial list of Allowances is included as **Attachment 6** of this Phase II Construction Price Amendment.

ARTICLE 6 — Excluded Costs

The Cost of the Work, when determining the Phase II Construction Price based on a GMP, does not include:

6.1 Salaries and other compensation of CM/GC's personnel stationed at CM/GC's principal office or offices other than the Site office, except as specifically provided in Paragraph 5.3 and/or other costs and expenses that are not necessary to execute, or do not otherwise support, the Work.

6.2 Except only to the extent that the costs enumerated in this Paragraph 6.2 are covered by the Builder's Risk Policy of insurance required by the Contract Documents and the proceeds of such policy are actually paid to the Owner on account of such costs.

6.3 Costs caused by or arising out of the negligent performance, act or omission by the CM/GC, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whom they are liable, or to the failure of the CM/GC to fulfill a specific responsibility to the Owner set forth in the Contract Documents.

6.4 Legal, mediation, and arbitration fees and costs arising from disputes between the Owner and the CM/GC.

6.5 Costs that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 7 — Discounts

☐ **Check if applicable (only applies to GMP Contract pricing).** All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner.

ARTICLE 8 — Schedule of Values

The Phase II Construction Price shall be broken out on the Schedule of Values, to be attached to this Amendment as **Attachment 3**, and shall reflect all requirements of the Contract Documents.

ARTICLE 9 — Interest on Past Due Payments

Amounts unpaid more than 45 days after the invoice date shall bear interest as provided by Idaho code § 67-2302.

ARTICLE 10 — Contingency

The following Contingencies are hereby established by the Owner and the CM/GC, shall be included in the Cost of the Work (where applicable), and shall be held, used, and disbursed in accordance with this Article 10 **(check applicable box[es])**:

10.1 ☐ A CM/GC Contingency in the amount of N/A for use by the CM/GC for Rework or Work covered up prior to inspection. Such Contingency may be drawn upon by the CM/GC at any time for any reason.

10.2 ☒ Separate Owner Contingency and CM/GC Contingency. The amount of the CM/GC Contingency and, where applicable, Owner Contingency, shall be as follows:

10.2.1 For Owner Contingency, the sum of N/A

10.2.2 For CM/GC Contingency, as required by **Attachment 2**, is available for the CM/GC's exclusive use, including for unanticipated costs it has incurred that are not the basis for a Change Order.

10.2.3 The status of the CM/GC Contingency and Owner Contingency shall be reported by the CM/GC to the Owner at the following Schedule milestones: Prior to use and with each progress payment.

10.3 Unused CM/GC Contingency on Work remaining at Final Completion of the Work shall be treated as follows: eighty percent (80%) to Owner and twenty percent (20%) to CM/GC.

10.4 As used in this Article 10, "Owner Contingency" means the dollar amounts set forth in the Preconstruction Phase and Construction Phase budgets for the Project and is outside of and not included in the Phase II Construction Price and used and controlled solely and exclusively by the Owner for the Owner's sole and exclusive use on the Project.

10.5 As used in this Article 10, the "CM/GC Contingency" means the dollar amount set forth in Paragraph 10.1 or Paragraph 10.2.2 hereof for cost the CM/GC incurs as a result of any unforeseen event or circumstance that are not the basis for a Change Order, and other costs and expenses not included in a Change Order but

reimbursable as a Cost of the Work or Lump Sum Phase II Construction Price, as applicable. Adjustments to the amount of the CM/GC Contingency and the milestones, if any, for release of unused CM/GC Contingency, if any, are as set forth in Paragraph 10.5.1. In no event shall the CM/GC Contingency be used for Owner-directed changes in the Scope of the Work or the design for the Project.

10.5.1 The CM/GC shall track, report, and reconcile the CM/GC Contingency and any savings (where applicable) to the Owner on each pay application. Where applicable, at each of the milestones described in Paragraph 10.2.3 above or as follows: NA any savings realized by the CM/GC in the Cost of the Work and other services provided by the CM/GC hereunder for the period covered thereby shall be added to the CM/GC's Contingency and a report shall be prepared and provided by the CM/GC to the Owner identifying the amount of savings and any additions or subtractions made to the CM/GC's Contingency, in each case in accordance with this Amendment. Unless otherwise provided to the contrary herein, the CM/GC Contingency does not include the CM/GC's Fee (where applicable), which shall be added to the CM/GC Contingency to reach the GMP. The CM/GC Contingency will be allocated to specific line items in the Schedule of Values through the use of a Contingency Expenditure (each a "Contingency Expenditure") signed by the Owner and the CM/GC, including a description of the items covered by the CM/GC Contingency Expenditure. The allocation of the CM/GC Contingency shall not increase the GMP or Lump Sum Phase II Construction Price, as applicable, and in no event shall the CM/GC be entitled to any increase in the GMP or Lump Sum Phase II Construction Price, as applicable, for any phase or the Project as a whole beyond that established by this Amendment in any case or circumstance where the CM/GC has exhausted the entire CM/GC Contingency and has not previously obtained the Owner's prior written agreement to any such increase.

10.5.2 The Owner shall not unreasonably withhold approval of a Contingency Expenditure to use the CM/GC Contingency so long as (a) the Contingency amount accessed does not cause the GMP or Lump Sum Phase II Construction Price, as applicable, to be exceeded, and (b) the CM/GC uses the CM/GC Contingency for items required for the Project that are recoverable as part of the Work under the Contract Documents, but do not justify an increase in the GMP or Lump Sum Phase II Construction Price, as applicable.

10.5.3 Any unused CM/GC Contingency remaining at Substantial Completion of the Project shall be treated as follows: eighty percent (80%) to Owner and twenty percent (20%) to CM/GC

ARTICLE 11 — Savings

☐ **Check if applicable.** ☒ **Check if not applicable.** Where a GMP has been selected by the Parties in accordance with Paragraph 4.1.2 hereof, if the sum of the actual Cost of the Work and the CM/GC'S Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the net positive difference ("savings") shall be

shared as follows: N/A% to CM/GC and N/A% to the Owner. In such event, savings shall be calculated and paid as part of the Final Payment under Article 14 of this Amendment and Paragraph 9.10 of the Agreement, with the understanding that to the extent the CM/GC incurs costs after Final Completion that would have been payable to the CM/GC as a Cost of the Work, the Parties shall recalculate the savings considering the costs so incurred, and the CM/GC shall be paid by the Owner accordingly. Unless otherwise agreed to in writing by the Owner and the CM/GC, unused CM/GC Contingency remaining at Final Completion of the Work shall be disbursed in accordance with Paragraph 10.3 hereof.

ARTICLE 12 — Early Completion Bonus

☐ **Check if applicable.** ☒ **Check if not applicable.** If the CM/GC substantially completes the Work prior to the Substantial Completion Date in accordance with the terms and provisions of the Agreement and other Contract Documents, the CM/GC shall be paid on the Final Completion Date an early completion bonus in the amount of $N/A per day for each day the Project was completed prior to the Substantial Completion Date. Such bonus shall be subject to a maximum cap of $N/A.

ARTICLE 13 — Retainage

From each progress payment, the Owner may retain funds in accordance with this Article 13 of the amount otherwise due after deduction of any amounts as provided in Subparagraph 9.4.4 of the Agreement and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision, then:

13.1 Retention in the amount of 5% (tied to state public contracting requirements) shall be withheld from each Progress Payment until the Work is complete, except as noted below in Paragraph 13.2.

13.2 Retention for the Phase II Construction Price shall be released within 30 days after acceptance of the Work, subject to the CM/GC providing lien releases and a consent of surety. The Owner, at its sole discretion, may elect to release retention for a Subcontractor prior to Substantial Completion if the Subcontractor has satisfactorily completed its Scope of Work and has provided final lien releases for its Work.

ARTICLE 14 — Final Payment

Final payment of the balance of the Phase II Construction Price ("Final Payment") shall be made to the CM/GC within 45 days after the CM/GC has applied for Final Payment, including submissions required under Subparagraph 9.10.3 of the Agreement. Release of remaining retention shall be made to the CM/GC within 30 days after the Notice of Completion has been recorded by the Owner.

ARTICLE 15 — Fee for Termination for Convenience

Check applicable box.

15.1 ☐ A fixed termination fee in the amount of N/A% of the Phase II Construction Price.

15.2 ☒ A termination fee calculated as follows: As provided in Subparagraph 13.3.3 of the Agreement.

15.3 ☐ No termination fee shall be due or payable.

ARTICLE 16 — Dispute Resolution

The method of dispute resolution shall be as provided in Article 12 of the Agreement.

ARTICLE 17 — Miscellaneous

Except as modified herein, the Agreement remains in full force and effect.

17.1 This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile or electronic signatures hereon shall be deemed originals for all purposes.

Executed as of the Effective Date.

OWNER: CITY OF LEWISTON _____ Daniel G. Johnson, Mayor Date: _____ Attest: _____ Tanya M. Brocke, City Clerk	**CM/GC:** THE KENASTON-LEONE & KEBBLE GROUP _____ Reece A. Hewett, Manager Date: _____ Attest: _____ By: _____

Attachment 1—Scope of the Work

Scope of Work

Construction Manager/General Contractor (CM/GC)

CONTENTS

Phase II Services **2**
Task 1—Project Management 2
Task 2—Construction 2
Task 3—Commissioning, Startup, and Testing 3
Task 4—Warranty and Closeout 4

Scope of CM/GC Services

PHASE II SERVICES

Phase II construction services will include the following:

Task 1—Project Management

1. Provide all Key Personnel identified in the RFP and other personnel necessary to fully meet the CM/GC Firm's obligations for construction services.
2. In conformance with the CM/GC Contract, obtain the necessary bonds and insurance.
3. Arrange and facilitate a Phase II kick-off meeting.
4. Coordinate with various local and state agencies, as necessary.
5. Implement procedures for the tracking, review, and approval of submittals, shop drawings, pay requests, etc.
6. Manage shop drawing preparation for materials to be incorporated into the Project.
7. Develop and discuss approach to managing and tracking contingency and allowance usage on the Project. This includes regular updates on levels of contingency and allowances remaining as well as the process and approvals required for using contingency or allowances.
8. Discuss and document approval process and who has the authority to approve and make decisions for the Owner, the Design Engineer, and the CM/GC.

Task 2—Construction

1. Set and maintain the site safety standards, policies, and procedures starting in construction and carrying through commissioning and startup.
2. Perform construction in strict accordance with the CM/GC Contract and design documents.
3. Maintain the Project site including stormwater runoff, dust control, removal of refuse, temporary utilities, temporary traffic control, and other as needed.

4. Establish and implement procedures to track, expedite, and process all submittals, change orders, and requests for information.
5. Develop, review, and process shop drawings and other documents for submission to Design Engineer.
6. Continue development of the CPM Schedule for the Project, adding levels of detail to properly manage the Work and to record actual construction progress. Monitor and update the construction schedule weekly; prepare 3-week look-ahead work schedules consistent with overall schedule.
7. Review and process all pay applications from subcontractors.
8. Conduct weekly progress meetings to be attended by the Owner, Design Engineer, and on-site subcontract trade foremen and/or superintendents.
9. Procure material and equipment to support construction activities of the CM/GC and their trade subcontractors.
10. Coordinate and manage all construction including all required and associated Work in accordance with the contract documents within the specified contract time.
11. Coordinate regular inspections of the Work between the CM/GC and the Owner's inspectors of all construction Work performed by the CM/GC and their subcontractors to ensure conformance with the contract documents.
12. Prepare and submit timely monthly progress report with current cost and schedule information.
13. Maintain current copies of Project as-built drawings at the Project site, including all subcontracted Work and, when requested, submit drawing updates to the Owner no more than 14 days after substantial completion of each segment.
14. Prepare and coordinate maintenance of water system operation with the Design Engineer and Owner during construction.

Task 3—Commissioning, Startup, and Testing

1. Develop, coordinate, and manage disinfection testing, pressure testing, and system tie-in plans for the Design Engineer and Owner to accept.
2. In collaboration with the Design Engineer and the Owner, provide the appropriate information to update and maintain the Owner’s asset management system if required.

3. Complete all Phase II Work, including testing and commissioning as defined by the CM/GC Contract.

Task 4—Warranty and Closeout

1. Supervise and manage the warranties provided to Owner for the equipment and construction Work.
2. Gather warranty Work items from the subcontractors and vendors and provide these to Owner upon final completion of the Project.
3. Conduct a walk-through with the Owner and Design Engineer to ensure that Owner, Design Engineer, and CM/GC agree that Phase II Work is substantially complete before the warranty period as defined in the CM/GC Contract goes into effect.
4. Implement closeout procedures necessary for the Owner to accept the Project as being finally complete; provide lien waivers from CM/GC and their subcontractors and material suppliers.

Attachment 2—Phase II Construction Amendment Cost Summary

ATTACHMENT 2 PHASE II CONSTRUCTION PRICE AMENDMENT COST SUMMARY

Phase I Preconstruction		
KLK Fee		$55,875
Vibration Mitigation Plan		$30,000
Reimbursables		$8,375
Total Phase I Preconstruction		**$94,250**

Phase II Construction Price Amendment, Base		
Base, D ST (3rd ST to 5th ST), 3rd ST (Main ST to D ST)	LS	$545,000
Materials Testing, Base	T&M	$9,970
Base Work		*$554,970*
CM-GC Contingency		$49,947
Owner's Allowance		$45,600
Base Contingency/Allowance		*$95,547*
Pass Through Costs		$13,010
P&P Bonds, 1%	$6,505	
Insurance, 1%	$6,505	
General Conditions Fee, 8%		$52,041
CM/GC Fee, 10.5% of the Cost of the Work		$75,135
Base CM-GC Costs and Fees		*$140,186*
Total Phase II Contract Price Amendment, Base		**$790,703**

Phase II Construction Price Amendment, Alternatives Selection	
Owner's Allowance, Alternatives Selection	$2,409,297
Alternatives Work	
Materials Testing, Alternatives	
CM-GC Contingency	
Pass Through Costs	
P&P Bonds, 1%	
Insurance, 1%	
General Conditions Fee	
CM/GC Fee, 10.5% of the Cost of the Work	
Total Phase II Contract Price Amendment, Alternatives Selection	**$2,409,297**

Total Phase II Contract Price Amendment, Base + Alts Selection	**$3,200,000**
Total Phase I + Phase II	**$3,294,250**

	Job Name: Downtown Transmission Main Replacment - City of Lewiston									
	BASE BID: D Street (3rd to 5th St) & 3rd St (Main to D St)									BASE
								Per Bid on 11/26/2024		
BP #	DESCRIPTION	Units	Quantity	UP Labor	UP Materials	UP Subs	LABOR	MATERIALS	SUB	TOTAL
				-	-	-	-	-	-	-
1	**MLAlbright: Sitework, Site Conc, Paving**	LS	1	-	-	-	-	-	545,000	545,000
			-	-	-	-	-	-	-	-
a	**Special Inspection ALLOWANCE**			-	-	-	-	-	-	9,970
			-		-	-	-	-	-	-
b	**Vibration Allowance, see below**		1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
	SUBTOTAL						-			554,970
										554,970
								CM-GC Construction Contingency	9.00%	49,947
					Owners Allowance (Vibration, trees & building plumbing)					45,600
								SUBTOAL		650,517
								KLK P&P Bond	1.0%	6,505
								GL Insurance	1.0%	6,505
								SUBTOAL		663,527
					General Conditions (on Subtotal only not on Bond/Ins)				8.0%	52,041
								SUBTOAL		715,569
								Fee	10.50%	75,135
	BASE BID: D Street (3rd to 5th St) & 3rd St (Main to D St)							**Total Construction Cost**		**790,703**

	Job Name: Downtown Transmission Main Replacment - City of Lewiston									
	Bid Alt #1: Main Street (5th to 9th Street)									Alt #1
								Per Bid on 11/26/2024		
BP #	DESCRIPTION	Units	Quantity	UP Labor	UP Materials	UP Subs	LABOR	MATERIALS	SUB	TOTAL
				-	-	-	-	-	-	-
1	**MLAlbright: Sitework, Site Conc, Paving**	LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
a	**Special Inspection ALLOWANCE**	LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
b	**Vibration PLUG**	LS	1	-	-	-	-	-		-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
	SUBTOTAL						-			0
										-
								CM-GC Construction Contingency	10.00%	-
								Owners Allowance (Vibration, trees & building plumbing)		-
								SUBTOAL		-
								KLK P&P Bond	1.0%	-
								GL Insurance	1.0%	-
								SUBTOAL		-
								General Conditions (on Subtotal only not on Bond/Ins)	11.0%	-
								SUBTOAL		-
								Fee	10.50%	-
	Bid Alt #1: Main Street (5th to 9th Street)							**Total Construction Cost**		-

	Job Name: Downtown Transmission Main Replacment - City of Lewiston									
	Bid Alt #2: 3rd Street(D Street to 110' north of Beachey Street)									Alt #2
								Per Bid on 11/26/2024		
BP #	DESCRIPTION	Units	Quantity	UP Labor	UP Materials	UP Subs	LABOR	MATERIALS	SUB	TOTAL
				-	-	-	-	-	-	-
1	**MLAlbright: Sitework, Site Conc, Paving**	LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
a	**Special Inspection ALLOWANCE**	LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
b	**Vibration PLUG**	LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
	SUBTOTAL						-			-
										-
								CM-GC Construction Contingency	9.00%	-
					Owners Allowance (Vibration, trees & building plumbing)					-
								SUBTOAL		-
								KLK P&P Bond	1.0%	-
								GL Insurance	1.0%	-
								SUBTOAL		-
							General Conditions (on Subtotal only not on Bond/Ins)		8.0%	-
								SUBTOAL		-
								Fee	10.50%	-
	Bid Alt #2: 3rd Street(D Street to 110' north of Beachey Street)						**Total Construction Cost**			-

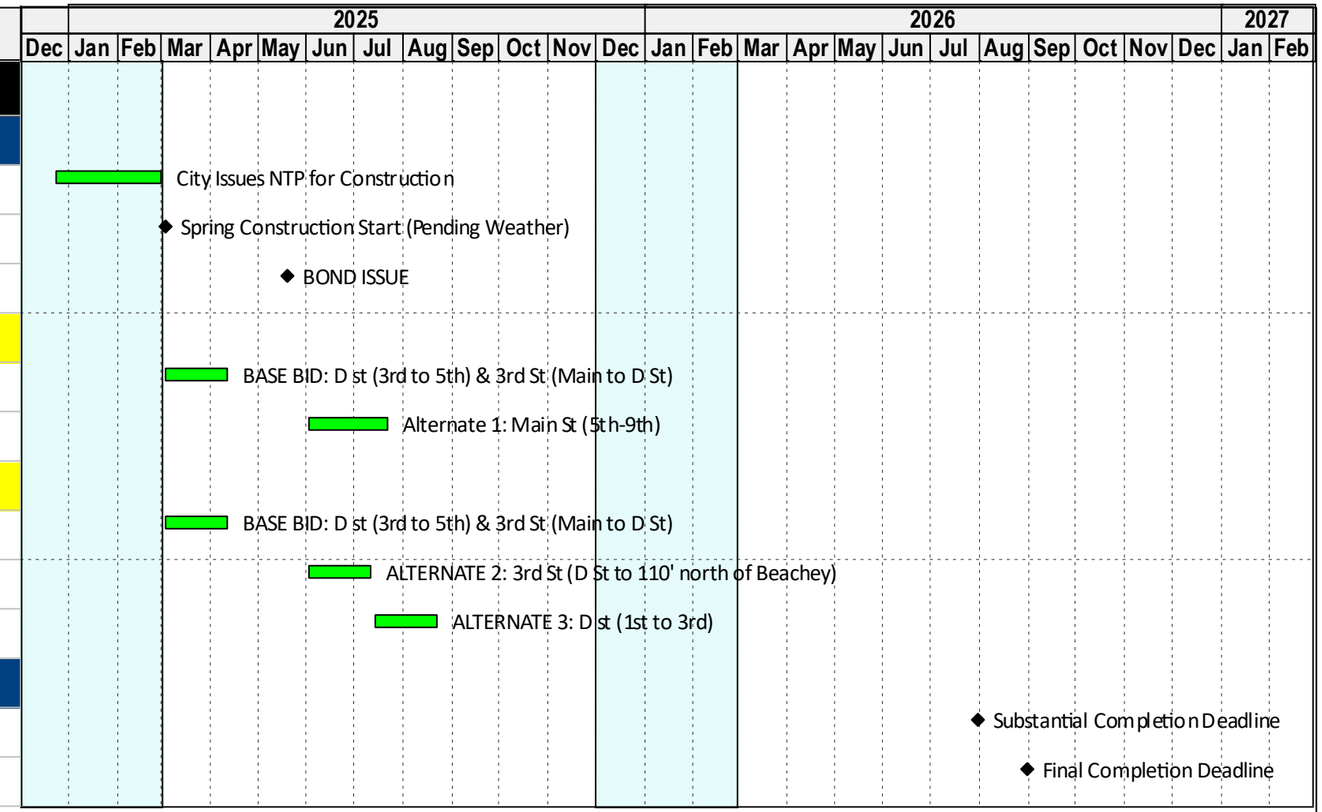
	Job Name: Downtown Transmission Main Replacment - City of Lewiston									
	Bid Alt #3: D Street(1st to 3rdStreet)									Alt #3
								Per Bid on 11/26/2024		
BP #	DESCRIPTION	Units	Quantity	UP Labor	UP Materials	UP Subs	LABOR	MATERIALS	SUB	TOTAL
				-	-	-	-	-	-	-
1	**MLAlbright: Sitework, Site Conc, Paving**	LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
a	**Special Inspection ALLOWANCE**	LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
b	**Vibration PLUG**	LS	1	-	-	-	-	-		-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
		LS	1	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-
	SUBTOTAL						-			0
										-
								CM-GC Construction Contingency	9.00%	-
					Owners Allowance (Vibration, trees & building plumbing)					-
								SUBTOAL		-
								KLK P&P Bond	1.0%	-
								GL Insurance	1.0%	-
								SUBTOAL		-
					General Conditions (on Subtotal only not on Bond/Ins)				8.0%	-
								SUBTOAL		-
								Fee	10.50%	-
	Bid Alt #3: D Street(1st to 3rdStreet)						**Total Construction Cost**			-

Attachment 3—Schedule of Values

CM/GC to provide prior to start of construction.

Attachment 4—Project Construction Schedule

#	Activity Name	Duration in Work Days	Start	Finish
1	**Lewiston DT-TMR**			
2	**CONSTRUCTION**			
3	City Issues NTP for Construction	47d	24-Dec-24*	28-Feb-25
4	Spring Construction Start (Pending Weather)	0d	03-Mar-25	
5	BOND ISSUE	0d	20-May-25*	
6	**BOND FAILS**			
7	BASE BID: D st (3rd to 5th) & 3rd St (Main to D St)	30d	03-Mar-25	11-Apr-25
8	Alternate 1: Main St (5th-9th)	36d	02-Jun-25	22-Jul-25
9	**BOND PASSES**			
10	BASE BID: D st (3rd to 5th) & 3rd St (Main to D St)	30d	03-Mar-25	11-Apr-25
11	ALTERNATE 2: 3rd St (D St to 110' north of Beachey)	29d	02-Jun-25	11-Jul-25
12	ALTERNATE 3: D st (1st to 3rd)	30d	14-Jul-25	22-Aug-25
13	**Contract Completion**			
14	Substantial Completion Deadline	0d		31-Jul-26*
15	Final Completion Deadline	0d		31-Aug-26*

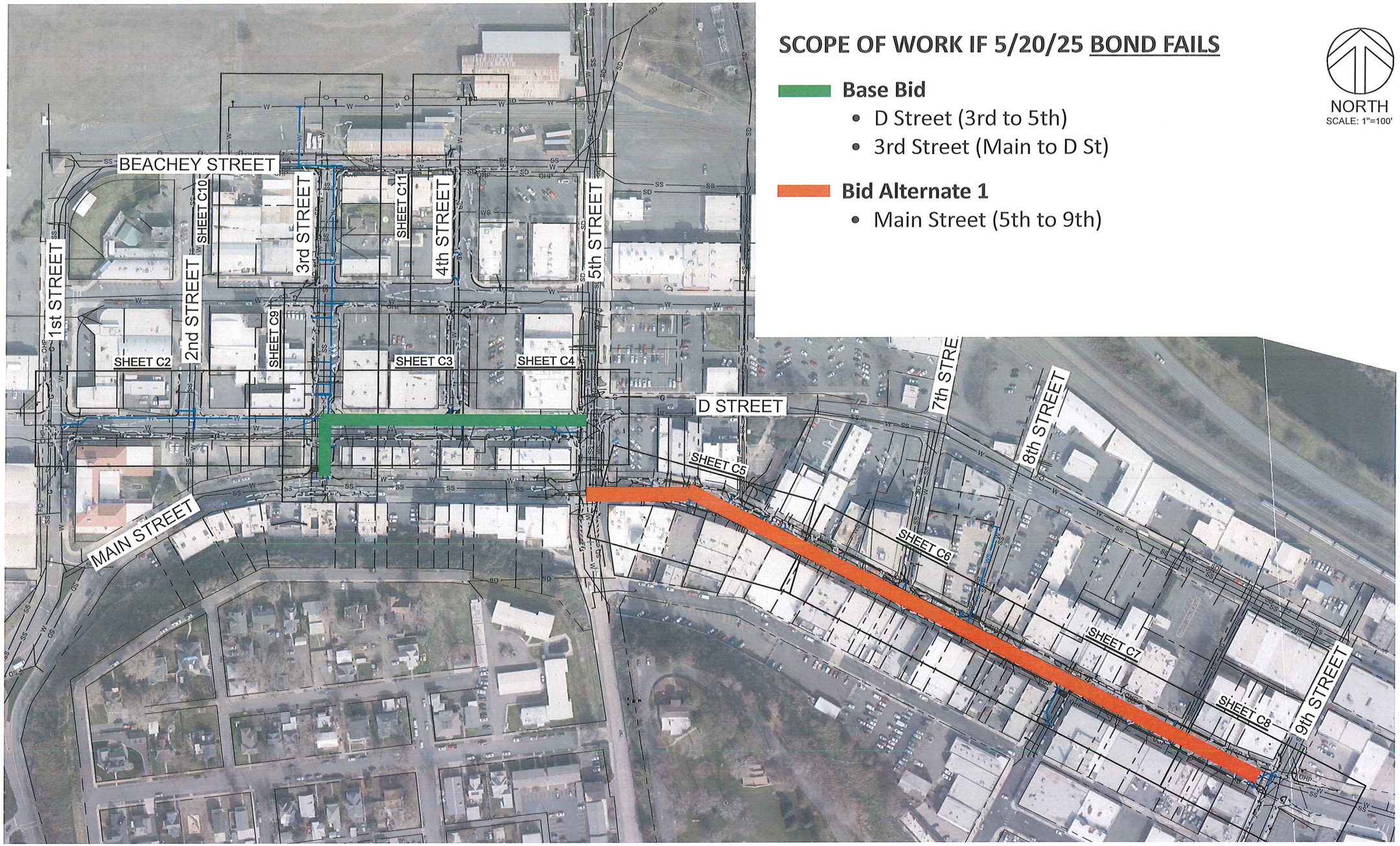


CONSTRUCTION PHASE
SCHEDULE OVERVIEW
Prepared: 12/9/24
Page 1 of 1

Kenaston•Leone & Keeble GROUP

Project Manager: Reece Hewett: 208-791-8754

Actual Work
Remaining Work
Critical Remaining Work
Milestone



SCOPE OF WORK IF 5/20/25 BOND FAILS

Base Bid

- D Street (3rd to 5th)
- 3rd Street (Main to D St)

Bid Alternate 1

- Main Street (5th to 9th)

NORTH
SCALE: 1"=100'

PHASING NOTES

Prepared 11/5/24
Page 1 of 2

Kenaston • Leone & Keeble GROUP

Project Manager: Reece Hewett, Cell: 208-791-8754

SCALE BAR BASED ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK®
GreatWest ENGINEERING

REV	REVISION DESCRIPTION	DATE	CHKD	CHKD	APPR

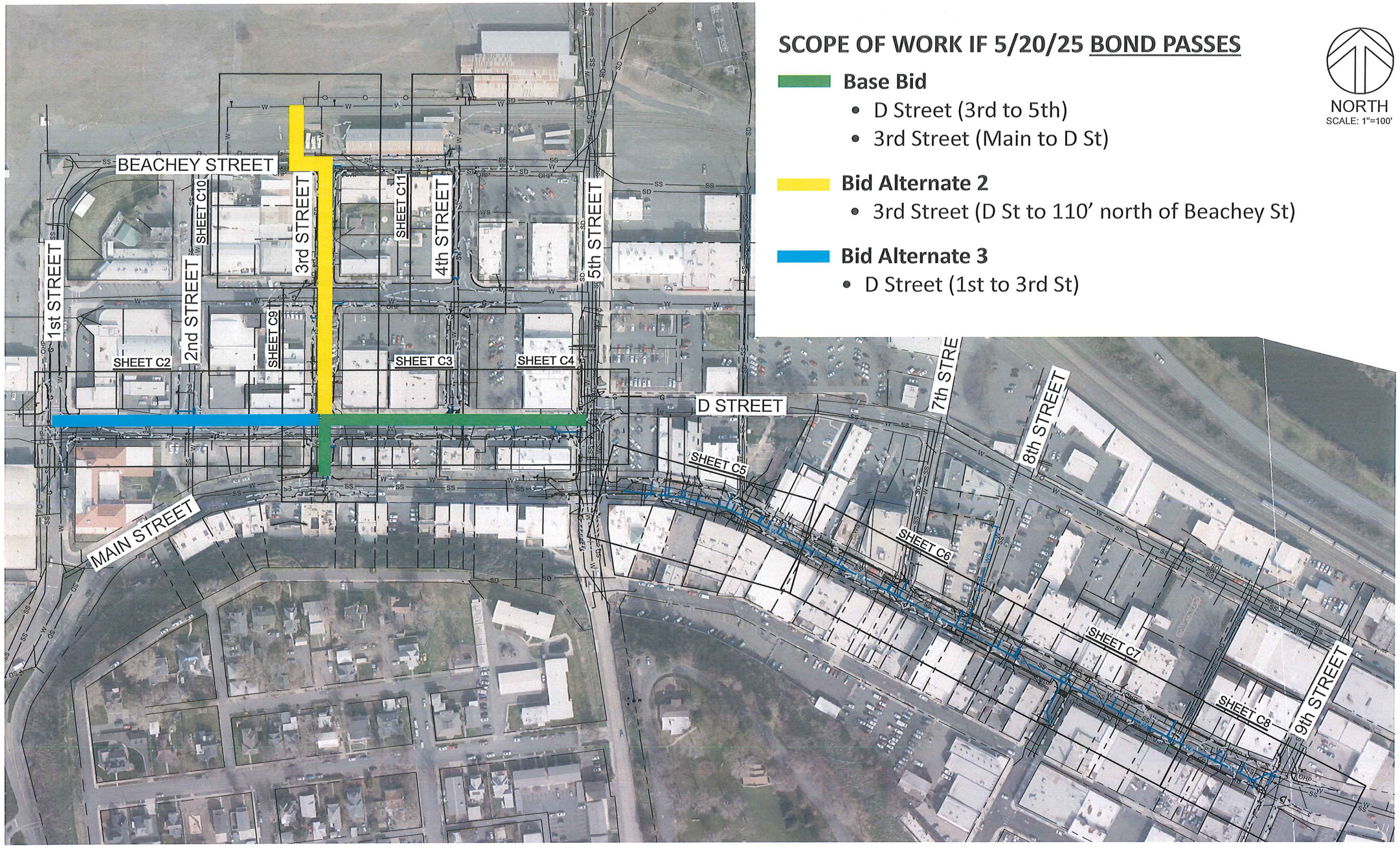
90%

DESIGNED BY: LMW
DRAWN BY: LMW
CHECKED BY: AJK
APPROVED BY: AMD

CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT
SHEET LAYOUT

90% REVIEW
FOR AND ON BEHALF OF MERRICK AND COMPANY

PROJECT NUMBER 181.0241
DATE JUNE 14, 2024
SHEET C-1



SCOPE OF WORK IF 5/20/25 BOND PASSES

Base Bid
- D Street (3rd to 5th)
- 3rd Street (Main to D St)

Bid Alternate 2
- 3rd Street (D St to 110' north of Beachey St)

Bid Alternate 3
- D Street (1st to 3rd St)

NORTH
SCALE: 1"=100'

PHASING NOTES

Prepared 11/5/24

Kenaston•Leone & Keeble GROUP

Project Manager: Reece Hewett, Cell: 208-791-8754

SCALE BAR BAR IS ON INCH ON ORIGINAL DRAWING 0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALE ACCORDINGLY

MERRICK®
GreatWest ENGINEERING

REV	REVISION DESCRIPTION	DATE	CHKD	APPR.
90%				

DESIGNED BY: LMW
DRAWN BY: LMW
CHECKED BY: AJK
APPROVED BY: AMD

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT
SHEET LAYOUT

90% REVIEW

FOR AND ON BEHALF OF MERRICK AND COMPANY

PROJECT NUMBER 181.0241
DATE JUNE 14, 2024
SHEET C-1
DRAWING

Attachment 5—Construction Drawings and Specifications for the Work

CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT PHASE 2 (IFB 23-004, WR600)

Base Bid: D Street (3rd Street to 5th Street) and 3rd Street (Main Street to D Street)
Bid Alt. 1: Main Street (5th Street to 9th Street)
Bid Alt. 2: 3rd Street (D Street to 110' North of Beachey Street)
Bid Alt. 3: D Street (1st Street to 5th Street)

December 2024

Engineer's Specifications and Drawings
Conformed Set

Prepared for:
City of Lewiston
215 D St, Suite B
Lewiston, ID 83501

PROFESSIONAL ENGINEER REGISTERED 11613 STATE OF IDAHO STUART ROBB HURLEY
12/11/2024

Principal Engineer

PROFESSIONAL ENGINEER REGISTERED 16884 STATE OF IDAHO RYAN J. REHDER
12-11-2024

Engineer of Record

Prepared by:
Merrick & Company
504 Main St, Suite 310
Lewiston, ID 83501

Table of Contents

Section 00820 Special Provisions
Project Drawings

Original signed by Stuart Robb Hurley and Ryan J Rehder

DATE ORIGINAL SIGNED: 12-11-2024

ORIGINAL DOCUMENT ON FILE AT

MERRICK & COMPANY
5970 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111

MERRICK®

SECTION 00820 – SPECIAL PROVISIONS

All provisions of the 2020 Idaho Standards for Public Works Construction (ISPWC) apply, except as provided herein or by City Standards. The following Special Provisions and Drawings supplement or modify the ISPWC.

TABLE OF CONTENTS

1. SP-1001 General Requirements
2. SP-1002 Work Restrictions
3. SP-2001A Construction Surveying
4. SP-2003 Quality Control Procedures
5. SP-2004 Submittal Procedures
6. SP-2005 Shop Drawing Submittal Procedures
7. SP-2006 Construction Vibration Instrumentation and Monitoring
8. ISPWC Modifications
    a. Division 300 – Trenching
    b. Division 400 – Water
        - Standard Drawings
        - Section 401 Water Pipe and Fittings
        - Section 402 Hydraulic Valves
        - Section 404 Water Service Line and Meters
    b. Division 700 – Concrete
        - Section 706 Other Concrete Construction
    c. Division 800 – Aggregates and Asphalt
        - Section 810 Plant Mix Pavement
    d. Division 1100 – Traffic
        - Section 1103 Construction Traffic Control
        - Section 1104 Permanent Pavement Markings
    e. Division 2000 – Miscellaneous
        - Section 2020 Survey Monuments
        - Section 2030 Utility Adjustments

SP 1001

GENERAL REQUIREMENTS

1. **EXPLORATORY EXCAVATION**

   Contractor shall conduct exploratory excavation (potholing) on all potential utility conflict locations in advance of watermain or service line construction. Potholing shall be completed sufficiently ahead of watermain or service line construction to allow for adjustments to watermain or service line routing in order to minimize the need for vertical or horizontal offset fittings. Where utility conflicts cannot reasonably be avoided through pipe joint deflection, vertical, horizontal, or compound offsets shall be constructed in accordance with Detail 1 on Sheet TD-1 of the Drawings.

2. **ASPHALT SURFACE REPAIR**

   Asphalt surface restoration work shall be completed as shown in the Project Drawings, Typical Pavement Section detail, Drawing No. TD-1. Placement and furnishing of crushed aggregate for plant mix base material shall be considered incidental to the cost of plant mix pavement and no separate payment shall be made.

3. **ASPHALT SURFACE RESTORATION**

   City of Lewiston Standard Construction Detail 1-7 shall be amended as follows:

   Note 2 shall be replaced with the following:

   All trenches excavated within existing paved streets shall be backfilled and surfaced the same day with compacted 3/4" minus (or other approved method of temporary trench closure) – to be replaced with the City's standard hot mix asphalt (810.4.1.A.3. Plant Mix Pavement – 4" thk, SP-3, PG 64-28, 1/2" Agg) surfacing as soon as scheduling allows; unless otherwise approved by the City Engineer. Maintain all temporary gravel surface repair.

4. Meter Setters City of Lewiston Standard Construction Details 4-06 and 4-08:

   a. Service line connections to meter setters is shown with factory pack joint connections. A two-part connection consisting of a male pipe thread and a pack joint adapter may be used.

   b. Alternate meter setter service line connection styles may be approved by Owner

5. **END OF WORKDAY**

   At the end of each workday, the Contractor shall restore the roadway to a condition which will allow safe operation of traffic through the work zone per section SP 1002. The Contractor shall not allow traffic on manholes or valve boxes without acceptable backfill or asphalt patching around the manhole ring and covers or valve boxes. At the end of each workday, all exploratory excavations and all open trenches shall be backfilled, properly compacted, closed, and barricaded as required by the MUTCD. Temporary steel plating is an acceptable method of trench closure. 6-ft chain link safety fence, fully enclosed, may be used to secure open trench in lieu of trench backfill or plating.

6. **PROPERTY OWNER NOTIFICATION**

   The Contractor shall notify all adjacent property owners/occupants with frontage to the construction at least two (2) weeks prior to the start of construction. Notification shall include the

description of work, company name, telephone number in case of emergency and any special considerations (i.e., Restricted On-Street Parking). In the event a vehicle or other obstruction is parked, placed, or abandoned in the work zone it shall be the Contractor's responsibility to have it removed.

7. CUSTOMER NOTIFICATION OF WATER SERVICE INTERRUPTION

The Contractor shall provide a minimum of 48 hours advance notification to the Owner and all water customers who are affected by planned water service interruptions to accommodate service line reconnections, completion of new connections to existing water mains, and related items of Work. All planned water service interruptions shall be approved in advance by Owner. All water service interruptions shall be scheduled during normal working hours unless approved in advance by Owner. The Contractor shall ensure a representative of the Owner is available to observe the Contractor's completion of all reconnections to existing water main and service piping.

8. TEMPORARY PAVEMENT MARKINGS

The Contractor shall furnish retroreflective, temporary pavement marking tape for use on asphalt pavement that is white or yellow, precoated with pressure-sensitive adhesive, four (4) inches wide, and manufactured to conform to the pavement surface. When used for broken-line pavement markings, use 2-foot-long line segments. Temporary pavement markings shall be placed on their own respective color of pavement marking at existing pavement marking locations prior to opening the street to traffic. One marker shall be installed at the same cycle length as permanent marking or at a maximum of 30-foot intervals on solid lines. Markers within a turn bay or painted median shall be placed no more than 30-foot intervals including all angle points. Additional markers may be required and spacing varied as directed by Owner.

Temporary pavement markings shall be used to temporarily mark lane separation lines on all new pavements being used by traffic on a daily basis. The Contractor shall re-establish temporary pavement markings on each course layer of each day before allowing the traffic to travel on the roadway. The Owner will provide permanent pavement restriping where required.

9. WATER LINE TESTING, DISINFECTION & FLUSHING

A. Pressure Testing Procedures:

The Contractor shall be responsible for pressure testing in accordance with ISPWC Section 401, Part 3.6. Newly installed pipe shall not be directly connected to the City water system until the pipe has successfully passed pressure and bacteriological tests. Pressure testing shall be conducted by securely capping all pipe ends and filling the pipe section with water from an external source through a backflow prevention device and a temporary connection to the City water system. Water for pressure testing and a backflow prevention device will be furnished by Owner for Contractor's use. The Contractor shall be responsible for furnishing and installing all temporary taps, end caps, blind flanges, control valves, and related appurtenances necessary for pressure testing and flushing newly installed main. Temporary taps and control valves shall extend above grade.

B. Flushing Procedures:

The Contractor shall be responsible for flushing all newly installed main in accordance with Section 401, Part 3.9. Water for flushing and a backflow prevention device will be furnished by

Owner for Contractor's use. The Contractor shall be responsible for disposal of all water used for pressure testing and flushing. Prior to disposal of any water used for testing or flushing, the Contractor shall submit to Owner a written disposal plan.

C. Disinfection and Bacteriological Sampling Procedures:

The Owner will perform disinfection and bacteriological sampling. Disinfection will be accomplished by the Owner using sodium hypochlorite solution. No hypochlorite granules or tablets shall be placed by Contractor in newly installed pipe prior to disinfection. The Contractor shall be responsible for furnishing and installing temporary sample collection connections equipped with smooth-nosed sample taps for Owner's use. Disinfection shall be considered successful if two separate samples collected 24 hours apart and analyzed for the presence of total coliform bacteria are returned with negative results. Bacteriological samples will be tested by Anatek Labs, Inc. Samples are accepted by Anatek Labs Monday – Thursday from 8 AM – 5PM. The Contractor shall be responsible for providing adequate notice to Owner to allow Owner to disinfect and collect samples from newly installed pipe, and to submit two separate samples collected 24 hours apart to Anatek Labs within normal sample delivery hours. The Contractor shall also be responsible for working with Owner to accomplish disinfection and sampling until a passing sample is achieved. All costs for sample submittals required outside of normal delivery hours shall be borne by Contractor. Contractor shall be responsible for re-flushing as detailed above if results of sampling result in a failing test.

10. ON-SITE SUPERVISION

The Contractor shall provide competent on-site supervision during all construction activities, including the activities of all subcontractors. The superintendent shall be identified at the preconstruction conference and shall be present on-site from the notice to proceed date to the final completion date. If for any reason the superintendent is replaced by the Contractor, written notice shall be submitted to the City at least (5) five working days prior to the replacement.

11. STORMWATER FLOWS

The Contractor shall be responsible for furnishing temporary bypass piping, pumping equipment, and all other appurtenances or equipment necessary to maintain the capacity and functionality of the Owner's stormwater conveyance system during construction activities. The Contractor shall be responsible for conveying stormwater flows from all temporary erosion and sediment control best management practices used during construction to the Owner's stormwater conveyance system.

12. SITE CLEANUP

Prior to final acceptance of the Work, the Contractor shall clean the entire project site of all construction debris, trash, temporary stakes and marker, construction signage, and similar materials. The Contractor shall sweep all sidewalks as required to remove any soil, rocks, gravel, or other materials. The Contractor shall clean all catch basins and manholes, removing any sand, dirt, gravel, or debris. At a minimum, Contractor shall sweep sidewalks and clean up trash, loose gravel, and all other construction debris around the work area prior to the end of the last workday of each week that construction takes place.

13. SPECIFICATION HOLDER

The Contractor shall be a holder of the 2020 Idaho Standards for Public Works Construction (ISPWC). A copy of the 2020 ISPWC shall be maintained and available for reference on the project site by Contractor. Copies of the ISPWC may be obtained by contacting the Local Highway Technical Assistance Council at (208) 344-0565 or at https://lhtac.org/resources/ispwc/.

14. PROJECT MAINTENANCE AND LOCAL ACCESS DURING CONSTRUCTION

The Contractor shall be responsible for project maintenance prior to final acceptance of the Work. These responsibilities include, but is not limited to, maintaining the following: blading, proper and adequate drainage, dust control, access for emergency vehicles, access for garbage collection, coordination with transit route/stops, and access for property owners.

The Contractor shall be responsible for maintaining both on-site and off-site roadway facilities that are adversely affected by construction activities, including hauling. This maintenance may include, but is not limited to, street sweeping to eliminate tracking (within the project limits, adjacent streets, and private driveways and parking lots), and roadway repairs due to truck and equipment traffic. The need for roadway maintenance within or adjacent to the project site may be conveyed to the Contractor by and at the discretion of Owner.

Failure to provide adequate dust control shall be grounds for Owner to require Contractor stop work. If Owner is required to furnish dust control due to Contractor's failure to furnish and maintain dust control, all costs associated with furnishing dust control shall be deducted from Contractor's progress payment requests.

15. EXCESS MATERIAL

No storage or disposal site for excess material resulting from excavation activities is provided for the project. The Contractor shall dispose excess material at an approved location in accordance with applicable laws and regulations.

-END OF SECTION-

SP 1002

WORK RESTRICTIONS

1. BASE BID: D STREET (3RD STREET TO 5TH STREET) AND 3RD STREET (MAIN TO D STREET)

a. General – Base Bid Work includes, but is not limited to, construction of the watermain, flushing, pressure testing, disinfection, service line tie-overs, and surface restoration, as identified on the Drawings.

b. Time for Completion – Due to the potential for extended negative impacts on local businesses caused by this project, time is of the essence. Once work commences on the Base Bid project, all Work, including but not limited to, flushing, pressure testing, disinfection, service line tie-overs, and surface restoration shall be completed within 40 (forty) calendar days. Failure of the Contractor to complete the work within the time allowed subjects the Contractor to assessment of liquidated damages per the Agreement.

c. Vehicular Traffic Control – Contractor shall submit a Traffic Control Plan to Owner for approval. All traffic control measures shall be in accordance with the MUTCD and the project documents. All Base Bid Work in D Street shall accommodate at least one 12-foot lane of travel for vehicles at all times. At the end of each workday in which Work will not resume within 24 hours, one full 12-foot lane of travel and one 10-foot parking lane, accessible from the travel lane, shall be provided. The travel and parking lanes shall remain in place until Work resumes at which time the parking lane may be closed. Full closure of 3rd Street outside of the D Street lane of travel may be allowed within the active Base Bid work zone as approved by the Owner.

d. Pedestrian Traffic – Except where Work must occur within the sidewalk footprint, as indicated on the Drawings, the full width of all sidewalks must remain safely open to pedestrian traffic at all times. Temporary sidewalk closures for Work within the sidewalk footprint may be approved by the Owner. Submit sidewalk closure plan for approval at least three (3) working days prior to planned sidewalk Work.

2. BID ALTERNATE 1: MAIN STREET (5TH STREET TO 9TH STREET)

a. General – Work in Main Street is anticipated to be completed in two segments: 1) STA 15+50 to STA 23+00, and 2) STA 23+00 to STA 30+75. All work, including but not limited to, flushing, pressure testing, disinfection, service line tie-overs, and surface restoration, on one segment must be complete before work can commence on the other segment. Work may occur simultaneously on one segment of Main Street and on the 3rd Street or D Street project locations with prior approval of the Owner. Alternative segmentation and sequencing may be approved by the Owner on a case-by-case basis.

b. Time for Completion – Due to the potential for extended negative impacts on local businesses caused by this project, time is of the essence. Once work commences on a segment, all work, including but not limited to, flushing, pressure testing, disinfection, service line tie-overs, and surface restoration shall be completed on that segment within 50 (fifty) calendar days. Failure of the Contractor to complete the work within the time allowed for each segment subjects the Contractor to assessment of liquidated damages per the Agreement. There are no specific

requirements for when one segment must be started following completion of the previous segment; however, the overall contract times included in the agreement still apply.

c. Vehicular Traffic Control – Contractor shall submit a Traffic Control Plan to Owner for approval. All traffic control measures shall be in accordance with the MUTCD and the project documents. Full roadway closures are anticipated during working hours within the active work zone segment. At the end of each workday, one 11-foot lane of travel must be provided for vehicular traffic. The lane of travel shall remain in place until work commences on the next workday. Coordinate with local business owners to accommodate material deliveries to businesses. General traffic control guidance is provided in the following:

i. Segment 1 (STA 15+50 to STA 23+00:

1. Divert eastbound US 12 through traffic to levy bypass

2. Local through traffic and access to the east end of the project site via 5th Street to F Street to New 6th Street to Main Street eastbound, and D Street to one-way southerly 8th Street to Main Street eastbound.

ii. Segment 2 (STA 23+00 to STA 30+75):

1. Divert eastbound US 12 through traffic to levy bypass

2. Local through traffic via 5th Street to F Street to 9th Street to Main Street eastbound.

3. Access to west end of project site via Main Street to one-way northerly 7th Street.

d. Pedestrian Traffic – Except where Work must occur within the sidewalk footprint, as indicated on the Drawings, the full width of all sidewalks must remain safely open to pedestrian traffic at all times. Temporary sidewalk closures for Work within the sidewalk footprint may be approved by the Owner. Submit sidewalk closure plan for approval at least three (3) working days prior to planned sidewalk Work.

3. BID ALTERNATE 2: 3RD STREET (D STREET TO 100 FT. NORTH OF BEACHEY STREET) AND BID ALTERNATE 3: D STREET (1ST STREET TO 3RD STREET)

a. General – Work on Bid Alternates 2 and 3 are to be constructed as individual project segments. All Work on Bid Alternates 2 and 3, including but not limited to, construction of the water main, flushing, pressure testing, disinfection, service line tie-overs, and surface restoration, on one segment must be complete before work can commence on the other segment. Alternative segmentation and sequencing may be approved by the Owner on a case-by-case basis.

b. Time for Completion – Due to the potential for extended negative impacts on local businesses caused by this project, time is of the essence. Once work commences on the Bid Alternate 2 segment, all work, including but not limited to, flushing, pressure testing, disinfection, service line tie-overs, and surface restoration shall be completed within 40 (forty) calendar days. Once work commences on the Bid Alternate 3 segment, all work, including but not limited to, flushing, pressure testing, disinfection, service line tie-overs, and surface restoration on that segment shall be completed within 40 (forty) calendar days. Failure of the Contractor to complete the work within the time allowed for each segment subjects the Contractor to assessment of liquidated

damages per the Agreement. There are no specific requirements for when one segment must be started following completion of the previous segment; however, the overall contract times included in the agreement still apply.

c. Vehicular Traffic Control – All Work on Bid Alternates 2 and 3 shall accommodate at least one 12-foot lane of travel for vehicles at all times. Full closure of Beachey Street may be approved by the Owner.

d. Pedestrian Traffic – Except where Work must occur within the sidewalk footprint, as indicated on the Drawings, the full width of all sidewalks must remain safely open to pedestrian traffic at all times. Temporary sidewalk closures for Work within the sidewalk footprint may be approved by the Owner. Submit sidewalk closure plan for approval at least three (3) working days prior to planned sidewalk Work.

4. ACCOMMODATION FOR SPECIAL EVENTS

The Contractor shall prepare a written plan 10 days before each of the following events that outlines the Contractor's proposed methods to maintain access and service during each event. This plan will be reviewed by the Owner, and any changes required by Owner shall be made by the Contractor prior to implementation. Dates, times, and events are subject to change. Events include:

a. Crazy Days

Dates: Early June
Time: Friday and Saturday
Location: Main Street
Description: Main St closed on Saturday
Specific Requirements: Street must be opened to one lane of travel and parking on one side of the street. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements.

b. Sound Downtown

Dates: June and July
Time: Fridays
Location: Brackenbury Square
Description:
Specific Requirements: Street must be opened to one lane of travel and parking on one side of the street. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements.

c. Hot August Hoops

Dates: Early August
Time: Saturday
Location: Library/Tribune Parking Lot
Description
Specific Requirements: Street must be opened to one lane of travel and parking on one side of the street. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements.

d. Clearwater Hall Move

Dates: Mid to End August
Time: Thursday, Friday, Saturday
Location: 5th St Grade
Description: 5th St Grade closed
Specific Requirements: One lane of travel must be maintained for student access to 5th Street Grade closure area.

e. Hot August Nights

Dates: Aug 21-23, 2025
Time: Thursday, Friday, Saturday
Location: Main St
Description: Main St closed Saturday
Specific Requirements: No road or lane closures allowed. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements and all equipment must be cleared from work zone from the end of the workday on Friday until the start of the workday on Monday.

f. 9/11 Remembrance Procession

Dates: September 11, 2025
Time: varies
Location: Bryden, Thain, 21st, Main
Description: N/A
Specific Requirements: All downtown streets must be opened to one lane of travel and parking on one side of the street. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements at end of shift and all equipment must be cleared from Main Street prior to the procession.

g. Glamp & Shine

Dates: Early September
Time: Friday and Saturday
Location: Main (5th to 9th) and New 6th
Description: Main St and New 6th St closed
Specific Requirements: Main Street must be opened to one lane of travel and parking on one side of the street. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements along Main Street.

h. Roundup Parade

Dates: September 13th
Time: TBD
Location: Snake River Ave & Main Closed
Description: N/A

Specific Requirements: Main Street must be opened to one lane of travel and parking on one side of the street. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements along Main Street.

i. Downtown Art Walk

Dates: early October
Time: Friday and Saturday
Location: Downtown
Description: N/A
Specific Requirements: Street must be opened to one lane of travel and parking on one side of the street. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements.

j. Pumpkin Palooza

Dates: October 25, 2025
Time: Saturday
Location: Downtown
Description: Main St closed
Specific Requirements: Street must be opened to one lane of travel and parking on one side of the street. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements.

k. Veteran's Day Parade

Dates: November 8, 2025
Time: TBD
Location: Downtown
Description: Snake River Ave & Main Closed
Specific Requirements: All downtown streets must be opened to one lane of travel and parking on one side of the street. All trenches must be backfilled or covered for vehicle & pedestrian traffic per OSHA requirements at end of shift and all equipment must be cleared from Main Street prior to the procession.

Non-working days required to accommodate Special Events shall not count toward calendar day-based contract times. Contractor shall submit to Owner for approval, a plan to accommodate special events that are anticipated to impact contract times at least 30 days prior to the date of the event to include the event name and the number of days the event is anticipated to impact contract times.

-END OF SECTION-

SP 2001A

CONSTRUCTION SURVEYING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Construction surveying to establish lines and grades for the Work.

1.2 QUALITY ASSURANCE

A. Construction surveying shall be conducted under the responsible charge of a professional civil engineer or professional land surveyor licensed in the State of Idaho.

B. Accuracy of stakes, alignments, and grades may be checked randomly by ENGINEER.

1. Notice of when checking will be conducted will be given.
2. When notice of checking is given, postpone parts of the Work affected by stakes, alignments, or grades to be checked until checked.
3. ENGINEER's checks do not substitute or complement Contractor required field quality control procedures.

1.3 CONSTRUCTION STAKES, LINES, AND GRADES

A. Execute the Work in accordance with the lines and grades indicated.

B. Make distances and measurements on horizontal planes, except elevations and structural dimensions.

1.4 SURVEY REFERENCE POINTS

A. Benchmarks are indicated on the Drawings.

B. From these reference points, establish other control and reference points as required to properly lay out the Work.

C. Locate and protect control points prior to starting sitework and preserve permanent reference points during construction.

1. Make no changes or relocations without prior written notice.

2. Replace Project control point, when lost or destroyed, in accordance with original survey control.

D. Set monuments for principal control points and protect them from being disturbed and displaced.

1. Re-establish disturbed monuments.

2. When disturbed, postpone parts of the Work that are governed by disturbed monuments until such monuments are re-established.

PART 2 PRODUCTS

2.1 GENERAL

A. Construction surveying services shall be furnished and paid for by the Contractor.

B. Furnish acceptable tools, supplies and stakes of the type and quality normally used in highway survey work and suitable for the intended use. Furnish stakes and hubs of sufficient length to provide a solid set in the ground with sufficient surface area above ground for necessary legible markings.

C. Remove and dispose of all flagging, lath, stakes, and other staking material after the project is complete.

D. Flagging. Florescent paint and/or mark with plastic flagging the top 2 in. of all stakes with the following florescent colors:

Type	Stake with:	Color
Centerline	Hub w/ tack or PK nail in pavement	White
Centerline Reference Point	Hub w/ tack and lath	Red, White, and Blue
Bench Mark	Solid permanent point w/ lath	White and Blue
Slope Stake	Stake and lath	White

Reference to Slope Stake	Hub w/ tack and lath	Red and White
Grade (Finish) stake	Grade stake w/ stake chaser	Blue
Right of Way Limit	Lath	Orange
Clearing Limits	Lath or flagging	Orange and White
Gas Lines; Petroleum	Hub w/ guard stake and lath	Yellow
Drain Lines; Sewers	Hub w/ guard stake and lath	Green
Water Lines; Irrigation	Hub w/ guard stake and lath	Blue
Conduit	Hub w/ guard stake	Red

PART 3 WORKMANSHIP

3.1 GENERAL

A. Establish construction survey points, elevations and grades as necessary to control, layout and complete the work including, but not limited to: centerlines, Bench Marks (BMs) and Temporary Bench Marks (TBMs), culverts, sewers, waterlines, slopes, subgrade, base course, paving, structures, forms and falsework, pile layout and appurtenances, channels and appurtenances, and erosion control ; and any curb, curb and gutter , sidewalk, barriers, illumination, signalization, delineation, signs, foundations and right of way, monuments, traffic control both temporary and permanent, pavement markings, approaches, and any other points, elevation and grades deemed necessary for proper control of the work.

B. Calculate all grades, elevations, offsets, and alignment data necessary for staking and/or setting items of work. The Contractor may request approval for alternate methods of establishing grade control with wire lines, computer or laser controlled grading equipment or other suitable methods.

C. The Contractor shall be responsible for survey and control of the work and for correcting Contractor errors at no additional cost, whether the errors are discovered during the actual survey work or in subsequent phases of the project.

-END OF SECTION-

SP 2003

QUALITY CONTROL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Quality control requirements and procedures for products and workmanship.

1.2 REFERENCES

A. Idaho Standards for Public Works Construction, 2020 Edition.

1.3 DEFINITIONS

A. Quality Assurance (QA) is defined as the process or set of processes used to measure and assure the quality of a product and/or workmanship.

B. Quality Control (QC) is defined as the actions necessary to produce quality workmanship and materials. QC includes, but is not limited to, inspection of production and placement operations, quality control and process control testing, and inspection of the finished product. QC is the responsibility of the Contractor. If quality control testing is not being performed at the required frequency, Engineer may stop production of work until the tests are supplied, or Engineer determines the work can proceed.

C. Quality Control Testing and Process Control Testing are defined as the testing and inspections conducted by the Contractor to determine if the construction materials have been produced and placed in compliance with the project specifications and applicable standards. Process control testing is conducted to demonstrate that the construction materials being produced and used continue to meet the requirements for the product.

D. Independent Assurance Program (IAP) is the process provided by Owner to verify that testing is performed correctly, and testing equipment is functioning and calibrated properly.

E. Acceptance is determined by the quality control test results, in combination with the assurance that the Contractor has satisfied the specification requirements for materials quality and workmanship. In addition to the specified testing results, visual observation of the finished product is taken into consideration in determining acceptance. Acceptance will be determined by Owner. All samples required for QA testing will be supplied by the Contractor to Engineer.

1.4 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall be responsible for the Quality Control of all construction processes and materials quality throughout the construction process and that the materials and workmanship provided by themselves, Subcontractors, Suppliers, and Producers meet the requirements of the Contract Documents.

B. The Contractor shall obtain and pay for the services of an independent third party testing laboratory to conduct the laboratory and field QC testing required by the Contract Documents.

C. Cooperate with laboratory personnel and provide access to construction and manufacturing operations.

D. Secure and deliver to laboratory adequate quantities of representative samples of materials proposed to be used and which require testing.

E. Provide to laboratory preliminary mix design proposed to be used for concrete, plant mix pavement, and other materials mixes which require control by testing laboratory.

F. Furnish copies of product test reports.

G. Furnish Incidental Labor and Facilities:

1. To provide access to construction to be tested.

2. To obtain and handle samples at Work site or at source of product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

H. Notify laboratory in advance of when observations, inspections and testing is needed for laboratory to schedule and perform in accordance with their notice of response time.

1.5 TESTING AND LABORATORY SERVICES

A. Qualification of Laboratory:

1. The Quality Control laboratory selected by the Contractor must be approved by the Idaho Transportation Department. All testing personnel and facilities used by the Contractor must be currently certified by the Western Alliance for Quality Transportation Construction (WAQTC). All QC test results shall be supplied to Owner the next working day after the test was performed. All QC test results shall be supplied to Engineer directly from the lab performing the tests. Tests results shall have the project/permit number listed and shall be sequential.

B. Laboratory Duties:

1. Cooperate with Engineer and Contractor.

2. Provide qualified field and laboratory personnel.

3. Notify Engineer and Contractor in writing of response time needed to schedule testing or inspections after receipt of notice.

4. Perform specified inspections, sampling, and testing of materials and methods of construction in accordance with specified standards to ascertain compliance of materials with requirements of Contract Documents.

5. Promptly notify Engineer and Contractor of observed irregularities or deficiencies of construction.

6. Promptly submit written report of each test and inspection; one copy each to Engineer, Owner, Contractor, and one copy to file of Project Record Documents. Each report shall include:

a. Date issued.

b. Project title and number.

c. Testing laboratory name, address, and telephone number.

d. Name and signature of laboratory inspector.

e. Date and time of sampling or inspection.

f. Record of temperature and weather conditions.

g. Date of test.

h. Identification of product and Specification Section.

i. Location of sample or test in Project.

j. Type of inspection or test.

k. Results of tests and compliance with Contract Documents.

l. Interpretation of test results, when requested by Engineer.

m. Limitations of Authority of Testing Laboratory:

7. Laboratory is not authorized to:

a. Release, revoke, alter, or enlarge on requirements of Contract Documents.

b. Approve or accept portion of Work.

c. Perform duties of Contractor.

1.6 SAMPLING AND TESTING REQUIREMENTS

A. General:

1. Furnish specimens of materials when requested.

2. Do not use materials which are required to be tested until testing indicates satisfactory compliance with specified requirements.

3. Materials samples shall be taken for testing whenever necessary to determine quality of material.

B. Quality Control Testing:

1. The Contractor and Contractor's independent testing laboratory shall be responsible for executing the required testing at or above the minimum frequencies listed in Division 2100 – Field QC Manual of the 2020 ISPWC. Contractor shall be responsible to demonstrate compliance with the acceptance criteria listed in Division 2100.

    a. Items of work requiring testing include but are not limited to subgrade preparation and compaction, concrete strength and slump, aggregate source approvals, aggregate production and placement, and plant mix pavement production and placement.

    b. When the material is not listed in the Minimum Testing Frequency table in Division 2100 of the 2020 ISPWC, or identified elsewhere in the 2020 ISPWC, Owner shall establish required testing methods and acceptance criteria.

2. Testing shall occur at a random frequency at random locations as determined by the Contractor. The Contractor shall furnish the Engineer with documentation indicated how the random sampling locations and frequencies were established.

3. The Contractor shall be responsible for collection of all QC samples. Contractor shall coordinate sampling with Engineer so that an Engineer's representative may be present on site to witness sample collection.

4. For materials gradation testing by the Contractor during production, each sample size shall be taken per AASHTO T2, except the sample size shall be doubled. The sample obtained shall be split in accordance with AASHTO T248, and half of it shall be marked with an ID number and tested by the Contractor. The other half of the sample shall be sealed in a canvas sack or plastic bucket, and marked with the ID number, stored in a weather protected container, and reserved for use in retesting if

needed. Material shall be retained until written notification is given by CITY that it can be discarded.

5. Acceptance, gradation, binder content and volumetrics for plant mix pavement and/or Superpave Hot Mix asphalt shall be performed on the loose mix sampled from the roadway, haul unit, or an approved sampling method at the Hot Plant. At the start of each project the location for sampling shall be determined by Owner and all samples for the project shall be obtained from that determined location. The hot mix sample used for asphalt binder content, gradation and volumetric testing shall be doubled in size. The sample shall be split in accordance with AASHTO R47 and half of the sample shall be used for the appropriate testing. The other half of the sample shall be sealed in a box, marked with the sample ID number, stored in a weather protected enclosure, and reserved for use in retesting if needed. Material shall be retained until written notification is given by Owner that it can be discarded.

6. Based on observation and without regard for testing frequency, Owner or Engineer may isolate and reject obviously defective materials.

C. Testing and Acceptance Criteria for Small Quantities:

1. Owner may accept small quantities of certain materials without sampling and testing at Owner's sole discretion.

2. The following are not eligible for small quantity acceptance:

a. Concrete with a specified strength of greater than 4000 psi.

b. Paving on the roadway with quantities above 100 tons.

c. Materials may be accepted as a small quantity if the estimated quantity is less than the minimum QC testing frequency. The small quantity exception may be used on pavement items such as small patches, utility repairs, pavement placed outside the traveled way (driveways, approaches, mailbox turnouts, asphalt sidewalk and curb), and temporary pavement.

3. The minimum requirements that must be met for small quantities includes approved sources, mix design, material certifications, inspection, and a core for density acceptance of mainline and intersection paving less than 100 tons.

1.7 FIELD INSPECTION REQUIREMENTS

A. The Contractor shall furnish qualified field personnel to perform daily field inspections for compliance with the requirements of the Contract Documents.

1. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition.

2. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified.

3. The Contractor shall maintain quality control records of all inspections and tests performed. These records shall include evidence the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken. Copies of these reports shall be made available to the Engineer and Owner upon request.

1.8 DISPUTE RESOLUTION

A. When a failing QC test occurs, production may be suspended until the differences are resolved and Owner is satisfied.

B. Owner may run one or more tests of the split material from the QC process to help resolve differences.

C. When Owner and the Contractor are unable to resolve the differences, a Third Party prequalified independent lab shall be brought in by Owner to verify testing. If Owner tests are found to coincide with the independent lab, Owner will not grant additional contract time due to any delays in production and the Contractor shall bear the costs associated with the Third Party resolution. Likewise, if the Contractors tests are found to coincide with the independent lab, Owner will bear the costs associated with Third Party resolution and will grant additional time for any delay caused by this additional testing.

D. For hot mix density dispute testing, cores shall be obtained by the Third Party from the same locations as the nuclear gauge tests.

1.9 PRICE OR WARRANTY ADJUSTMENT FOR DEFECTIVE WORK

A. When material fails to meet the required specifications, the Owner, at its sole discretion, may reject the material, or may approve incorporation of the defective materials into the Work subject to a decrease in price or an extension of the warranty period.

B. The determined price adjustment or rejection of material shall be applied to the quantity of material that is represented by the non-compliant test results, as outlined in the Minimum Testing Frequency table in Division 2100 of the 2020 ISPWC.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

-END OF SECTION-

SP 2004

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Requirements and procedures for submitting Shop Drawings, Product Data, Samples, and other required product data as specified in individual Technical Specifications.

1.2 DEFINITIONS

A. Manufacturer's Instructions: Instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product; Manufacturer’s Instructions are not prepared especially for the Work.

B. Shop Drawings: Drawings, diagrams, schedules, and other data specially prepared for the Work to illustrate some portion of the Work.

C. Product Data: Illustrations, standard schedules, performance charts, brochures, diagrams, and other information to illustrate materials or equipment for some portion of the Work.

D. Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

E. Special Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged and will be incorporated in the Work.

1.3 PROCEDURES

A. CONTRACTOR shall submit a detailed listing of all submittals and shop drawings required by the technical specifications to Engineer for review within 14 days of execution of the Agreement and prior to beginning the Work. The listing can be developed in a spreadsheet format and shall include the specification number, item description, and a description of the contents of the submittal.

B. Contractor shall maintain a current submittal log for the duration of the Contract, showing the status of all submittals. The minimal required information on the submittal log shall be the date it was transmitted, Contractor's transmittal number, description, subcontractor reference, specification reference, Engineer's review status and date returned to the Contractor. The Contractor shall submit a copy of the submittal log upon request by Engineer.

C. Deliver submittals to ENGINEER electronically through email or file sharing software.

D. Furnish submittals in ample time for each to serve submittals' intended purpose.

E. Furnish submittals which are specified or reasonably required for construction, operation, and maintenance of the Work.

F. Deliver submittals under acceptable transmittal form which identifies:

1. Submittal date.
2. Project and CONTRACTOR.
3. Subcontractor and major supplier, when appropriate.
4. Reference submittal to Contract Documents by Drawing, detail, and/or Specification section numbers, as appropriate.
5. Variations from Contract Documents when variations are included in submittal.

G. Furnish specified number of copies of submittal.

H. Provide or furnish products and execute the Work in accordance with accepted submittals, unless in conflict with Contract Documents.

I. When minor deviations from Contract Documents are accepted, modify Contract Documents in accordance with the Conditions of the Contract.

J. Submit Shop Drawings, Product Data, Samples, and other pertinent information in sufficient detail to show compliance with specified requirements.

K. Check, verify, and revise submittals as necessary to bring them into conformance with Contract Documents and actual field conditions.

1. Determine and verify quantities, dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
2. Coordinate submittal with other related submittals and with the requirements of the Contract Documents.

L. After completion of checking, verification, and revising, sign and date submittals indicating review and approval and submit to ENGINEER.

1. Signature indicates CONTRACTOR has satisfied shop drawing review responsibilities and constitutes CONTRACTOR's written approval.
2. Submittals without CONTRACTOR's written approval will be returned for resubmission.

M. Assume risk of expense and delays when proceeding with work related to required submittals without review and acceptance

1.4 SHOP DRAWINGS

A. Submit 1 electronic copy in .pdf format. ENGINEER will return an electronic copy in .pdf format with reviewer's comments and redlines.

1.5 PRODUCT DATA

A. Submit 1 electronic copy in .pdf format. Excise or cross out non-applicable information and clearly mark applicable information with citations to and terminology consistent with Contract Documents. ENGINEER will return an electronic copy in .pdf format with reviewer's comments and redlines.

1.6 MANUFACTURER'S INSTRUCTIONS

A. Submit 1 electronic copy in .pdf format. Submit manufacturer's instructions whenever made available by manufacturers and when installation, erection, or application in accordance with manufacturer's instructions are required by the Specifications.

B. Submit manufacturer's instructions prior to installation, erection, or application of equipment and other project components. Submit manufacturer's instructions in accordance with requirements for Product Data.

1.7 SAMPLES

A. Submit 1 sample labeled with reference to applicable Contract Documents. Label will be returned with reviewer's selection and, when appropriate, comments and stamp. Samples will not be returned unless return is requested in writing and additional sample is submitted.

1.8 SPECIAL SAMPLES:

A. Submit 1 sample labeled with reference to applicable Contract Documents. Sample and 1 label will be returned for installation in the Work.

1.9 ENGINEER'S REVIEW

A. ENGINEER's review of submittals shall not release CONTRACTOR from CONTRACTOR's responsibility for performance of requirements of Contract Documents. Neither shall ENGINEER's review release CONTRACTOR from fulfilling purpose of installation nor from CONTRACTOR's liability to replace defective work.

B. Do not consider submittals as Contract Documents. Purpose of submittals is to demonstrate how CONTRACTOR intends to conform with the design concepts.

C. ENGINEER's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents.

1. ENGINEER's review does not extend to:

a. Accuracy of dimensions, quantities, or performance of equipment and systems designed by CONTRACTOR.

b. CONTRACTOR's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.

c. Safety precautions or programs related to safety which shall remain the sole responsibility of the CONTRACTOR.

D. Except as may be provided in subsequent specifications, a submittal will be returned within 15 days. When a submittal cannot be returned within that

period, ENGINEER will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.

E. For submittals returned marked “Make Corrections Noted,” Contractor shall incorporate all review comments into the work, but resubmittal of an amended submittal package is not required.

F. For submittals returned marked “Amend and Resubmit,” Contractor shall incorporate the review comments into a complete revised package and resubmit it for review.

G. For submittals returned marked “Rejected Resubmit,” Contractor shall develop a new submittal package with materials, equipment, methods, etc. that meet the requirements of the Contract Documents.

H. ENGINEER will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.

I. Costs incurred by OWNER as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by CONTRACTOR. Reimbursement to OWNER will be made by deducting such costs from CONTRACTOR's subsequent partial payments.

1.10 MINOR OR INCIDENTAL PRODUCTS

A. Shop Drawings of minor or incidental fabricated products will not be required, unless requested.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

-END OF SECTION-

SP 2005

SHOP DRAWING SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Requirements and procedures for submitting Shop Drawings for distribution piping intersections, valve installations, and connections to existing water mains.

1.2 DEFINITIONS

A. Shop Drawings: Drawings, diagrams, schedules, and other data specially prepared for the Work to illustrate some portion of the Work.

1.3 PROCEDURES

A. Contractor shall submit shop drawings for each of the following types of connections shown on the Drawings:

1) Connections between new piping and existing piping.

2) Intersections of new piping where cross or tee fittings are required.

3) New piping segments between new 16-inch diameter water main and connections to existing distribution mains.

B. Shop Drawings shall include the following information:

1) The types, sizes, and quantities of fittings, couplings, valves, and other appurtenances necessary to complete the connection or intersection.

2) The required end connections for each valve and fitting (e.g., mechanical joint, flange joint, etc.) necessary to complete the connection or intersection.

3) The approximate alignment to be used for piping segments between intersections and end connections.

4) The locations and elevations of existing utilities and locations and elevations of new piping, valves, fittings, and couplers necessary to allow for conflict avoidance and installation.

5) Locations and diameters of pipe sleeves required for non-potable water crossings, including appurtenances such as end boots and centralizers.

C. Shop Drawings shall reflect the results of exploratory excavation conducted where indicated on the Drawings, in Section 303 as modified by Section 00820, and at other locations as approved by the Engineer.

D. Submit Shop Drawings in accordance with Section 00820, SP2004.

E. Alternative piping connection or intersection configurations to those shown on the Contract Drawings may be proposed by Contractor and shown on Shop Drawings to accommodate field conditions or to expedite constructability.

F. Contractor shall have an Engineer-approved Shop Drawing submittal prior to conducting any work on a new connection, intersection, or connecting piping segment for which a Shop Drawing submittal is required.

G. A complete copy of the approved Show Drawings is to be kept on site.

1.4 ENGINEER'S REVIEW

A. ENGINEER's review of Shop Drawings shall not release CONTRACTOR from CONTRACTOR's responsibility for performance of requirements of Contract Documents. Neither shall ENGINEER's review release CONTRACTOR from fulfilling purpose of installation nor from CONTRACTOR's liability to replace defective work.

B. Do not consider Shop Drawings as Contract Documents. The purpose of Shop Drawings is to demonstrate how CONTRACTOR intends to conform with the design concepts and accommodate field conditions prior to construction.

C. ENGINEER's review of shop drawings will be only for conformance with design concepts and for compliance with information given in Contract Documents.

1. ENGINEER's review does not extend to:

a. Accuracy of dimensions, quantities, or performance of equipment and systems designed by CONTRACTOR.

b. CONTRACTOR's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.

c. Safety precautions or programs related to safety which shall remain the sole responsibility of the CONTRACTOR.

D. Except as may be provided in subsequent specifications, a Shop Drawing submittal will be returned within 5 Working Days. When a submittal cannot be returned within that period, ENGINEER will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.

E. For submittals returned marked “Make Corrections Noted,” Contractor shall incorporate all review comments into the work, but resubmittal of an amended submittal package is not required.

F. For submittals returned marked “Amend and Resubmit,” Contractor shall incorporate the review comments into a complete revised package and resubmit it for review.

G. For submittals returned marked “Rejected Resubmit,” Contractor shall develop a new submittal package with materials, equipment, methods, etc. that meet the requirements of the Contract Documents.

H. ENGINEER will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.

I. Costs incurred by OWNER as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by CONTRACTOR. Reimbursement to OWNER will be made by deducting such costs from CONTRACTOR's subsequent partial payments.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

-END OF SECTION-

SP 2006

CONSTRUCTION VIBRATION INSTRUMENTATION AND MONITORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements and procedures for performing pre- and post-construction surveys, vibration monitoring and analysis, and submitting associated reports.

1.02 REFERENCES

A. Federal Highway Administration (FHWA) report "*Ground Vibrations Emanating from Construction Equipment*," developed by New Hampshire Department of Transportation dated September 8, 2012.

1.03 EXPERIENCE REQUIREMENTS AND PERSONNEL

A. Vibration Monitoring Expert. The Contractor's Vibration Monitoring Expert must have a minimum of 5 years of experience in vibration evaluation and instrumentation projects of similar or greater complexity.

1.04 SUBMITTALS

A. Submit qualifications, experience, and resumes for the Vibration Monitoring Expert and other key personnel relative to instrumentation and monitoring at least 20 working days before beginning vibration monitoring. This submittal must include descriptions of at least three projects completed within the past five years similar or greater in scope and complexity to this project. The submittal must include names, current telephone numbers and addresses of Owners, Engineers, or other responsible persons to contact for verification of information relative to the proposed firm and Instrumentation Supervisor's experience. Obtain all written approval from the Owner and building owner and tenants before beginning instrumentation installation or monitoring inside any of the structures.

B. Vibration Monitoring Plan

1. The Vibration Monitoring Expert shall prepare and submit a vibration monitoring plan for approval at least 30 working days before starting instrumentation installation. Vibration Monitoring Plan must include:

a. Shop Drawings. Shop drawings showing monitoring locations, full installation method details and installed configurations for all vibration monitoring instrumentation and equipment. Monitoring points may be moved as construction progresses but shall be installed at a distance no greater than five feet from the subject structures and maximum distance from vibration-inducing equipment shall be specified in the monitoring plan.

b. Schedule and Monitoring Plan. Describe the monitoring schedule, equipment, instrumentation, the installation and monitoring procedure, the plan for submitting collected data reports, and the plan for performing any other work covered by these special provisions.

c. Vibration Monitoring Instrumentation. The instrumentation must be capable of continuous monitoring and measuring vibration in three directions, (i.e., vertical, transverse, and longitudinal) with a minimum velocity sensitivity of 0.02 in/second and a minimum flat vibration frequency response between 4 and 200 Hertz (Hz).

d. An acceptable value for Peak Particle Velocity (PPV) and related frequency should be established in the vibration monitoring plan for each of the structure locations, then monitored to verify that construction-related vibrations do not exceed this maximum value (peak vector sum of the transverse, vertical, and longitudinal directions).

C. Pre- and Post-Construction Surveys

a. Contractor should accomplish pre- and post-construction damage surveys and complete photographic and video documentation of all buildings at following addresses:

Base Bid			
300 Main St	311 Main St	407 Main St	313 D St
301 Main St	325 Main St	411 - 415 Main St	411 D St

Bid Alt 1			
504 Main St	618-638 Main St	710 Main St	825 Main St
513 Main St	621 Main St	714 Main St	826-830 Main St
514-516 Main St	623 Main St	716-720 Main St	832 Main St
515 Main St	625 Main St	800 Main St	835 Main St
517 Main St	630 Main St	803 Main St	836-840 Main St
519-527 Main St	631-635 Main St	808 Main St	842-848.5 Main St
520-530 Main St	642 Main St	810 Main St	850-852 Main St
602-604 Main St	700 Main St	812-814 Main St	855 Main St
609 Main St	703 Main St	815 Main St	859 Main St
610 Main St	704 Main St	816-818 Main St	861 Main St
610.5 Main St	706-708, 710.5 Main St	821 Main St	863 Main St
611 Main St			868 Main St

Bid Alt 2		
301 D St	306 3rd St	310 3rd St
207 Capital St		314 3rd St

Bid Alt 3			
222 1st St	111 Main St (Lewiston-Clark Hotel)	203 D St	215 D St

b. Interior and exterior of these buildings should be visually photographed and video documented and surveyed both pre- and post-construction. These surveys should be performed by an individual with experience identifying structural and

cosmetic damage. Pre- and post-construction documentation and surveys are intended to create a baseline understanding of building conditions prior to construction to limit claims against the Owner and contractor for damage not due to construction.

c. Initial pre- and post-construction surveys shall only be completed on the Base Bid structure addresses as identified in the tables herein. If bid alternates are awarded at a later date, pre and post-construction surveys shall be completed at least thirty (30) days prior to construction.

D. Daily log of construction events and operations. Daily construction reports/logs should include:

1. Location and type of construction activity in relation to monitoring locations, referencing project stationing.
2. Date, type, and time of work accomplished.
3. The peak particle velocity, frequency, and time recorded at each sensor location during the day's work.
4. Additional information, if necessary

E. As-built drawings and photographs of all instrument installations within 10 working days of installation completion must be submitted to the Owner and Engineer.
As-built drawings shall include actual installed instrument locations.

F. Provide documentation of equipment calibration.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

A. Monitor and provide reliable information to identify potentially damaging ground-based vibration levels due to construction activities, and to permit timely implementation of proper remedial measures.

B. Calibrate, install and test equipment and instrumentation and begin vibration monitoring before beginning any vibration inducing construction activities. Do not begin construction activities until the pre-construction condition survey is accepted and the vibration monitoring plan is approved, and all instrumentation has been installed, tested and baseline monitoring has been completed.

C. Prepare and submit daily instrument reading reports. Submit a daily log of construction activities and provide a correlation between construction activities and detected vibration.

D. Maintain and protect all vibration monitoring equipment and instrumentation from damage due to construction operations, weather, traffic, and vandalism. Repair and replace monitoring equipment and instrumentation damaged or lost at no cost to the Owner within five working days of damage. Do not perform vibration-inducing construction activities until damaged equipment and instrumentation is repaired or replaced.

E. Provide and install vibration monitoring equipment and instrumentation at locations shown in the approved vibration monitoring plan within five feet of the structures or as approved. If field conditions interfere, relocate instrumentation as close as possible to indicated locations, subject to approval.

F. After the installation of vibration monitoring equipment and prior to the start of vibration-inducing construction activities, baseline (background) readings should be monitored for a minimum of 3 days at representative sensor locations. The baseline readings should be accomplished to include all normal traffic levels typically encountered in the area. The baseline reading PPV for each sensor location should be established. These baseline or background levels can be used to help evaluate the maximum allowable vibration level at each sensor location.

G. Provide and maintain access to all monitoring instrumentation and to all portions of the site at all times. Schedule and perform work in a manner that will facilitate monitoring and vibration measurement.

H. Ensure that the vibration monitoring instrumentation and equipment installation is adequately coordinated with all other construction to avoid delay or interference.

I. Install or supervise the installation of all instrumentation and monitoring equipment.

J. Monitor and maintain all instruments, and provide summary data, daily logs, reports, and interpretations as specified in these special provisions.

K. Perform all other activities necessary for the successful vibration monitoring of construction activities.

L. Provide as-built drawings of all instrument installations within 10 working days of installation completion. Ensure as-built drawings include actual installed instrument locations.

3.03 VIBRATION MONITORING – GENERAL REQUIREMENTS

A. Provide and install monitoring equipment in accordance with the vibration monitoring plan, as approved. Establish at least two monitoring points a distance no greater than five feet from each of the subject structures. The instrumentation must be capable of continuous monitoring and measuring vibration in three directions, (i.e., vertical, transverse, and longitudinal) with a minimum velocity sensitivity of 0.02 in/second.

B. Monitor construction vibration continuously during all vibratory compaction activities, or as directed by the Engineer. Monitoring shall measure peak particle velocities (PPV) and frequencies generated from construction activities at each structure location.

C. Daily readings from the vibration monitoring units should be performed. The equipment should monitor vibrations and frequencies continuously, and readings should be monitored throughout the day, specifically when construction activities and/or distances vary from a previously established construction vibration reading. Daily construction reports/logs should be procured, which include:

1. Location and type of construction activity in relation to monitoring locations, referencing project stationing.

2. Date, type, and time of work accomplished.

3. The peak particle velocity, frequency, and time recorded at each sensor location during the day's work.

4. Additional information, if necessary

D. Stop all construction activities if threshold values are reached or exceeded at any time during construction until vibration monitoring data interpretation and vibration source(s) assessment is made.

E. Vibration mitigation may include:

1. Construction methods and/or equipment review and modification.

2. Construction traffic and routes evaluation.

F. The threshold values provided in the monitoring plan are the maximum allowable, but they may be revised by the contractor's Vibration Monitoring Expert as data history is developed.

3.04 VIBRATION MONITORING PROCEDURES

A. Install all vibration monitoring equipment and instrumentation according to the manufacturers' recommended procedures and vibration monitoring plan, unless otherwise specified herein.

B. Ensure installation scheduling conforms to the submittal documents.

C. Continuously record vibration levels during construction activities. Make the vibration level readout available at any time. Maximum allowable vibration values shall be defined in the Vibration Monitoring Plan.

D. Make instrument reading results available as soon as practicable, but no later than two calendar days following the reading, unless Maximum Vibration Values are exceeded, in which case the results must be verified and reported immediately. The report must include the dates and times when the readings were made for correlation to other construction activities. Monitoring data may not be disclosed to third parties or published without prior written approval by the Owner.

3.05 VIBRATION MONITORING DATA EVALUATION

A. Reduce and evaluate all data as measurements are taken and compare such measurements with previous results. Immediately report all readings exceeding the Maximum Vibration Values. Immediately stop construction work in the affected area(s) and implement remedial actions, as necessary, to reduce vibration to below the Maximum Vibration

Values. Consult with the Engineer to determine the need for further remedial action. Costs associated with work stoppage due to excessive vibration are at no expense to the Owner.

B. Both the Engineer and the Contractor must interpret the monitoring data. If the monitoring data interpretation indicates the development of unsuitable vibration, the Engineer will inform the Contractor and the Contractor must immediately take proper remedial measures to control vibration, as approved, before proceeding with any work in the affected area. The remedial measures must be implemented by the Contractor at no expense to the Owner.

3.06 INSTRUMENTATION REMOVAL

A. Before final acceptance and subject to approval, remove the vibration monitoring equipment and instrumentation, and restore the installation areas to their original condition.

3.07 PRE-CONSTRUCTION CONDITION SURVEY

A. Arrange a pre-construction survey of the above indicated buildings or structures. Photographic, video and any additional methods required by the Contractor's insurance company must be utilized in this survey. Submit to the Owner and the property owners a final written Pre-Construction Survey Report addressing all inspected items.

B. The Contractor is responsible for the damage resulting from construction activities.

3.08 POST-CONSTRUCTION CONDITION SURVEY

A. Not later than two (2) weeks after vibration-inducing construction activities are completed, or as required by the Engineer, perform a post-construction survey to re-examine all of the items inspected in the pre-construction survey using the photographic/video to confirm what, if any, change has occurred to any of items. Notify the owner/resident if any changes have occurred. The Contractor and the property owner/resident must sign a check off sheet for the post-construction survey.

B. Within 20 working days after vibration-inducing construction activities are completed, or as directed, submit to the Owner and the property owner(s) a final written Post-Construction Survey Report addressing all inspected items. Specifically document any apparent damage observed or measured in the Post-Construction Survey Report.

C. As required, repair all damage to properties caused by the construction as first order of work, at no additional expense to the Owner.

-END OF SECTION-

ISPWC MODIFICATIONS

DIVISION 300

TRENCHING

Standard Drawings:

Replace the following Division 300 Standard Drawings with City of Lewiston Standard Details, included in the Drawings.

- SD-301—Typical Trench: Replace with Detail 1-7.
- SD-302—Typical Pipe Bedding Section: Replace with Detail 1-7.

ISPWC MODIFICATIONS

DIVISION 400

WATER

A. Standard Drawings:

Replace the following Division 400 Standard Drawings with City of Lewiston Standard Details, included in the Drawings.

- SD-401—Water Service Connections (3/4” – 1”): Replace with Details 4-6 and 4-7.
- SD-402—Water Service Connections (1.5” – 2”): Replace with Details 4-8 and 4-9.
- SD-403—Thrust Block and Anchor Details: Replace with Detail 4-4.
- SD-404—Fire Hydrant Detail: Replace with Detail 4-12.
- SD-406—Valve Box and Lid Detail: Replace with Detail 4-2.
- SD-407—Potable and Non-potable Line Separation: Replace with Detail 4-1.

SECTION 401

WATER PIPE AND FITTINGS

PART 2 MATERIALS

Replace Part 2.3—Ductile Iron Pipe and Fittings and Part 2.4—Cement Mortar Lining with the following:

2.3. Ductile Iron Pipe with Mechanical or Push-on Joints

A. Designed and fabricated in accordance with AWWA C150 and AWWA C151, pressure class 350 unless indicated otherwise on the Drawings.

B. Ductile iron piping with mechanical or push-on joints shall be used in all below-grade applications unless indicated otherwise on the Drawings.

C. Ductile Iron Pipe Joints:

1. Flanged Joints:

a. Pipe flanges shall be ductile iron and shall conform to AWWA C111.

b. Bolt circle and bolt holes shall conform to AWWA C111 and shall be compatible with ASME B16.1 Class 125 flanges.

c. Flanged joints shall be rated for water service at 250 psi.

2. Mechanical Joints:

a. Mechanical joints shall conform to AWWA C111.

3. Push-On Joints:

a. Push-On joints shall conform to AWWA C111.

b. Lubricants for push-on joints shall be suitable for lubricating the parts of the joint for assembly. The lubricant shall be nontoxic and NSF-61 certified, shall not support the growth of bacteria, and shall have no deteriorating effect on the gasket material. It shall not impart taste or odor to water in a pipe when used in accordance with AWWA C600 and then the pipe has been flushed according to AWWA C651.

D. Ductile Iron Pipe Fittings:

1. Furnish full body ductile iron fittings unless indicated otherwise on the drawings. Ductile iron fittings shall be used with both ductile iron and AWWA C900 PVC pipe.

2. Fully body fittings shall conform to the dimensions and requirements of AWWA C110.

3. Compact body fittings shall be ductile iron conforming to the dimensions and requirements of AWWA C153.

4. Mechanical joint bells and plain ends shall conform to AWWA C111.

5. Flanges shall conform to the dimensions listed in AWWA C111.

6. Flange bolt circle and bolt holes shall conform to AWWA C111 and shall be compatible with ASME B16.1 Class 125 flanges.

E. Coatings for Ductile Iron Pipe and Fittings:

1. Asphaltic Base Coating: Apply in 1 mil thickness to outside surfaces of pipes and fittings in below-grade installations which will not receive another field-applied coating. Apply in accordance with the appropriate AWWA standard for pipe or fittings (AWWA C151, 115, 110, or 153). Coating shall be shop-applied by pipe manufacturer.

F. Ductile iron pipe flange joint hex bolts and nuts:

1. Bolts and nuts for joints in buried service:

a. Bolt dimensions shall be in accordance with ANSI/ASME B18.2.1.

b. Nut dimensions shall be in accordance with ANSI/ASME B18.2.2.

c. Bolts and nuts shall be threaded in in accordance with ANSI/ASME B1.1, unified inch screw threads, Class 2A external and Class 2B internal.

d. Bolts and nuts shall be hex pattern regardless of bolt diameter.

e. Bolts shall be 304 stainless steel per ASTM F593, alloy group 1, condition CW1 for bolts 5/8” in diameter, condition CW2 for bolts ¾” in diameter and greater.

f. Hex nuts and washers shall be 304 stainless steel per ASTM F594 and shall match the alloy group and condition of the matching T-bolts.

2. Manufacturers:

a. Pacific Coast Bolt

b. Portland Bolt and Manufacturing

G. T-bolts and nuts for mechanical joint fittings and thrust restraints in buried service:

1. Dimensions:

    a. T-bolt and nut dimensions shall be in accordance with ANSI/AWWA C111/A21.11.

2. Materials:

    a. T-bolts shall be 304 stainless steel per ASTM F593, alloy group 1, condition CW1 for bolts 5/8” in diameter, condition CW2 for bolts ¾” in diameter and greater.

    b. Hex nuts shall be 304 stainless steel per ASTM F594 and shall match the alloy group and condition of the matching T-bolts.

    c. Bolts and nuts shall be threaded in in accordance with ANSI/ASME B1.1, unified inch screw threads.

3. Manufacturers: One of the following or equal:

    a. Star Pipe Products

    b. Romac

    c. EBAA Iron

H. Gaskets:

1. Gaskets for ductile iron mechanical joint and push-on joint pipe and fittings:

    a. Gaskets shall be Styrene butadiene Rubber (SBR) and shall meet or exceed the requirements of AWWA C111.

    b. Gaskets in potable water service shall be certified to be NSF/ANSI-61 compliant.

2. Gaskets for ductile iron flanged pipe and fittings:

    a. Gaskets shall be Styrene butadiene Rubber (SBR) and shall meet or exceed the requirements of AWWA C115.

3. Gaskets in potable water service shall be certified to be NSF/ANSI-61 compliant.

4. Manufacturers: One of the following or equal:

    a. Garlock

    b. Mueller

    c. Romac

2.4. Linings for ductile iron pipe and fittings:

A. All ductile iron pipe and fittings shall be furnished with cement mortar lining applied in accordance with the latest revision of AWWA C104.

Replace Part 2.6—Couplings with the following:

2.6. COUPLINGS

A. Flanged Coupling Adapters

1. Manufacturers: One of the following or equal:

a. Romac Industries, Inc., Style FCA501.

b. Smith-Blair, Inc., Series 912.

2. Materials:

a. Flanged Body: Ductile iron in accordance with ASTM A 536.

b. Follower Ring: Ductile iron in accordance with ASTM A 536.

c. Bolts and Hex Nuts: Furnish bolts and nuts in accordance with the Drawings and as specified in Section 15052.

d. Flanges: Bolt circle and bolt holes shall conform to AWWA C111 and shall be compatible with ASME B16.1 Class 125 flanges.

e. Flange Bolts and Hex Nuts: Furnish bolts and nuts in accordance with Section 401 Part 2.3 (this document).

f. Coating and Lining: Manufacturer's standard fusion bonded epoxy.

g. Polyethylene Encasement:

i. Required for underground coupling installations.

ii. 8 mil thickness low density polyethylene in accordance with AWWA C105 or;

iii. 4 mil thickness high density, cross laminated polyethylene accordance with AWWA C105.

B. Flexible Couplings:

1. Manufacturers: One of the following or equal:

a. Romac Industries, Inc., Macro HP

2. Materials:

   a. End rings, center ring, and bolt cams: Ductile iron in accordance with ASTM A546, grade 65-45-12.

   b. Armor: Type 304 stainless steel.

   c. Bolts and Nuts: Type 304 stainless steel.

   d. Gaskets: EPDM compounded for water and sewer service in accordance with ASTM D2000, NSF-61 certified.

   e. Coating and Lining: Manufacturer's standard fusion bonded epoxy.

3. Polyethylene Encasement:

   a. Required for underground coupling installations.

   b. 8 mil thickness low density polyethylene in accordance with AWWA C105 or;

   c. 4 mil thickness high density, cross laminated polyethylene accordance with AWWA C105.

C. Restrained Couplings:

1. Manufacturers: One of the following or equal:

   a. Mueller-Krausz, Hymax Grip

   b. Romac Industries, Alpha

2. Materials:

   a. End Rings:

   b. 3" and smaller: Cast steel in accordance with ASTM A216.

   c. 4" – 12": Ductile iron in accordance with ASTM A 536.

   d. Center Rings: Ductile iron in accordance with ASTM A 536.

   e. Bridge and Spherical Spacers (as applicable): AISI 304 SST

   f. Bolts and Hex Nuts: Type 304 stainless steel.

   g. Gaskets: EPDM or SBR compounded for water and sewer service per ASTM D2000.

   h. Coating and Lining: Manufacturer's standard fusion bonded epoxy.

3. Polyethylene Encasement:

   a. Required for underground coupling installations.

   b. 8 mil thickness low density polyethylene in accordance with AWWA C105 or;

   c. 4 mil thickness high density, cross laminated polyethylene accordance with AWWA C105.

4. Deflection: Accommodate up to 4° per end.

D. Repair Clamps

5. Manufacturers: One of the following or equal:

   a. Romac, Style CL1

   b. Repair clamps shall meet or exceed the requirements of AWWA C230 and shall be NSF-61 certified.

6. Materials:

   a. Shell: 304 stainless steel per ASTM A240, 18 – 22 gauge depending on size.

   b. Lugs: Ductile iron per ASTM A536.

   c. Bolts and Nuts: Steel meeting AWWA C111 304 stainless steel.

   d. Armor: Heavy gauge 304 stainless steel per ASTM A240, bonded to gasket.to bridge gap at lug area.

   e. Gasket: SBR Rubber compounded for water and sewer service in accordance with ASTM D2000.

   f. Lug coating: Manufacturer's standard heat cured epoxy.

   g. Length: Minimum 7.5 inches; clamp length must meet or exceed the diameter of the pipe being repaired.

   h. Repair clamps shall not be used in place of couplings to join plain end pipe.

Replace Part 2.9—Mechanical Restraint with the following:

2.7. Mechanical joint thrust restraints:

A. Design: Restraint devices for nominal pipe sizes 3 inch through 54 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of AWWA C110. Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts.

B. Pressure Rating:

1. For restraint of ductile iron piping: Thrust restraint devices shall have a working pressure rating of 350 psi for 3-16-inch, 250 psi for 18-48 inch and 200 psi for the 54-inch size. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes.

C. Materials:

1. Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536.

2. Ductile iron gripping wedges shall be heat treated within a range of 370 to 470 BHN.

D. Coatings:

1. Glands, wedge assemblies, restraining bolts, and related parts shall be furnished with a fusion bonded thermoset epoxy coating.

E. Manufacturers for restraint of ductile iron piping:

1. Romac, Romagrip

2. EBAA Iron, 1100 Megalug

3. Star Pipe, Stargrip

4. Ford Meter Box, Uniflange Series 1400

Add the following to Part 2.10—Locating Wire:

G. Marking tape:

1. Material: 3-inch wide, blue, 4-mil polyethylene.

2. Labelling: “Caution – Buried Water Line Below” in 1.5” minimum black lettering.

PART 3 WORKMANSHIP

Part 3.2—Pipe Installation:

Add the following after the last sentence in Part 3.2.O:

Install marking tape during backfilling at 18 inches to 24 inches above the crown of the pipe.

Part 3.4—Thrust Blocks:

Modify Part 3.4.A to read as follows:

Where directed by Engineer, place thrust blocks at each angled fitting, tee, cross, reducer, cap, plug, and valve as indicated on the Contract Drawings. Thrust blocks shall not be used as a substitute for mechanical thrust restraints. All mechanical joints shall be mechanically restrained. Push-on joints shall be mechanically restrained by the use of bell clamps or restrained joint ductile iron pipe where required by the pipe alignment and laying conditions to resist separation.

Part 3.7—Locating Wire:

Replace subparagraphs A and B with the following:

A. Locating wire shall be placed continuously the full length of the newly installed pipeline, with loops extending at least 2 feet above finish grade at each valve location. Locate wire shall be secured so that it remains at the top of the pipeline during and after pipe zone backfill. All splices shall be encased in a water-resistant epoxy encapsulated wire nut. No bare wire shall be exposed. The two ends of the wire shall be knotted to prevent strain on the splice. Branch connections shall be made without cutting the main wire utilizing a connection clip and sealing the joint the same as splices. See City of Lewistown Standard Drawings 1-8 and 4-2.

B. The Contractor shall be responsible for testing the tracer wire system for conductivity. Testing for conductivity shall be completed prior to finish surfacing activities. If the tracer wire does not function as intended, the Contractor shall repair the system to the satisfaction of the Engineer.

Part 3.10—Connections to Existing Mains:

Add the following after the last sentence of Part 3.10.A:

The Contractor shall cut and bevel all pipe ends to be used to connect new piping to existing piping where indicated on the Contract Drawings. The exterior of existing pipe shall be cleaned to remove surface rust, scale, dirt, and other debris as required to make a leakproof and pressure tight connection. When work is started on a connection, it shall proceed continuously without interruption, and as rapidly as possible until completed. Contractor shall schedule connections to existing mains with the City, and City staff shall be present to observe all tie-ins.

Part 3.11—Abandonment of Existing Mains:

Replace Part 3.11 with the following:

3.11 Abandonment of Existing Mains and Valves

A. Where indicated on the Contract Drawings, the existing water main shall be abandoned in place. Each end of each segment indicated for abandonment shall be filled with concrete, bentonite a minimum of 5 feet into each end of the pipe.

B. Valves indicated for abandonment shall be closed, valve boxes removed and backfilled, and surface repair placed to match the adjacent surfacing.

C. All work associated with abandonment of existing water main and valves shall be considered incidental to the cost of water main installation; no separate payment shall be made.

SECTION 402

HYDRAULIC VALVES

PART 2 MATERIALS

Part 2.2—Resilient Seated Gate Valves:

Replace Part 2.2.A with the following:

A. Gate valves shall be the resilient wedge, non-rising stem type and shall meet or exceed AWWA C509, with coatings meeting or exceeding AWWA C550.

B. Valves shall be rated for a minimum 250 psig working pressure.

C. Valves in below ground service shall be equipped with a 2-inch operating nut opening to the left and painted black.

D. Valve Ends: Valve ends shall conform to the following:

1. Flanged ends: Flanges shall conform to ANSI B16.1 Class 125. Bolt holes shall straddle the vertical centerline of the valve.

2. Mechanical joint ends: Mechanical joint bell dimensions shall conform to AWWA C111.

3. Tapping valve ends: The end flange that forms a joint with the tapping sleeve shall conform to the dimensions of MSS SP-60. The end flange that forms a joint with the tapping machine shall conform to the dimensions of MSS SP-113.

E. Materials:

1. General: All wetted parts shall comply with NSF/ANSI 61.

2. Body and bonnet: ASTM A536 ductile iron with less than 0.08% phosphorus content. Wall thicknesses shall conform to AWWA C509.

3. Body seating surfaces: Metallic seating surfaces shall have corrosion resistance equivalent to or better than bronze. Non-metallic surfaces shall comply with AWWA C550.

4. Stuffing Box: ASTM A536 ductile iron with rubber O-ring or gasketed seal.

5. Resilient Wedge: Rubber-encapsulated ASTM A536 ductile iron.

6. Bolts and Washers: Type 304 stainless steel.

7. Stem and Wedge Nut: Manganese bronze per ASTM B763.

8. Operating Nut: ASTM A536 ductile iron or ASTM A126 cast iron.

9. Gaskets and O-rings: EPDM or nitrile rubber.

10. Internal and external coatings: Fusion-bonded thermoset epoxy powder coating per AWWA C550; 10 mils nominal thickness.

E. Manufacturers: One of the following or equal:

1. Mueller Company.

2. American Flow Control.

SECTION 404

WATER SERVICE LINE AND METERS

PART 2 MATERIALS

Part 2.3—WATER METER:

Replace Part 2.3.A with the following:

A. The City of Lewiston Water Department will furnish water meters for installation by the Contractor. There will be no charge for the meter. The Contractor shall coordinate with the Owner to obtain water meters for installation during construction. The Contractor shall furnish and install meter boxes, curb/corp stops, meter setters, pipe, fittings, and all other appurtenances required for a fully functional water meter installation.

Part 2.4—Appurtenances:

Replace Parts 2.4.A – 2.4.H with the following:

B. Components used as a part of Water Service Line and Meters shall be as required by City of Lewiston Standard Drawings 4-6, 4-7, 4-8, or 4-9 included in the Contract Drawings for Project “B”. On City of Lewiston Standard Drawings 4-6, 4-7, 4-8, and 4-9 remove General Note B in its entirely and replace with “All components of the new water service shall be certified to be compliant with NSF-61. All metallic components shall be certified to be lead free in compliance with NSF-372.”

ISPWC MODIFICATIONS

DIVISION 700

CONCRETE

SECTION 706

OTHER CONCRETE CONSTRUCTION

PART 2.6—Standard Details:

Replace Part 2.6.A with the following:

A. Comply with City of Lewiston Standard Drawings for miscellaneous concrete construction.

Part 3.7—Joints:

Replace Part 3.7.A with the following:

A. Place or construct control joints at 5-foot intervals.

Part 3.13—Standard Details:

Replace Part 3.13.A with the following:

A. Comply with City of Lewiston Standard Drawings for other concrete construction.

PART 4 – MEASUREMENT AND PAYMENT

Part 4.1.A.10:

Replace Part 4.1.A.10 with the following:

10. Bid Schedule Description: Mountable Vertical Curb (No Gutter)…linear foot (LF).

ISPWC MODIFICATIONS

DIVISION 800

AGGREGATES AND ASPHALT

SECTION 810

PLANT MIX PAVEMENT

Part 2.1.D—Superpave Method Design Criteria:

Add the following as Part 2.1.D.3:

1. Plant Mix Pavement design and asphalt requirements are indicated in the General Requirements of Section 00820.

Part 2.5—Recycled Plant Mix:

Part 2.5.A: In the last sentence of subsection of 810.2.5.A strike out “30%” and replace with “20%”.

Part 3.7—Spreading and Finishing:

Add the following after Part 3.7.D:

E. Adjacent pavement sections shall be paved within 24 hours.

F. Thickness Tolerances:

1. The average pavement thickness shall be within 0.25 inches of the specified thickness with no location varying more that ± 3/8 - inches for roadways with minimum specified thickness.

2. Pavement not meeting the specified tolerance shall be removed and repaved as determined by the Engineer.

G. Contractor to facilitate a pre-paving meeting with the paving crew, foreman, quality control personnel and other key individuals at least two (2) working days prior to start of paving operations.

ISPWC MODIFICATIONS

DIVISION 1100

TRAFFIC

SECTION 1103

CONSTRUCTION TRAFFIC CONTROL

PART 3 Workmanship

Add the following as Part 3.4:

3.4 Owner Requirements

A. Barricades, warning signs, lights, temporary signals and other protective devices and the placement thereof shall conform with the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation—Federal Highway Administration as adopted and amended by the Idaho Transportation Department.

B. Requests for closure of traffic lanes shall be submitted for review to Owner by Contractor at least ten (10) working days before lane closure is needed. The Owner will determine the length of time that one lane operation can be tolerated. The Contractor shall provide a traffic control plan to the Owner and Engineer for review at least ten (10) working days prior to commencement of the Work. Traffic control personnel and/or devices shall be in place, operational and approved by the Owner and Engineer prior to commencement of the Work. Traffic control devices shall be evaluated using the ATSSA "Quality Guidelines for Work Zone Traffic Control Devices" handbook.

C. The Contractor's traffic control plan shall indicate the construction schedule, areas, and type of work to be performed for each street as indicated by the project area number. The traffic control plan shall be specific for each area listed on the plan. The plan shall include any proposed lane closures and include all necessary traffic control devices and pavement markings. Each plan shall address proposed measures to promptly deal with traffic delays due to emergencies, street incidents within the project limits, emergency vehicles, garbage collection, transit stops, and scheduled school bus runs. The Contractor shall give at least five (5) working days' notice to Owner and Engineer prior to any proposed change in the approved traffic control plan to allow time for Owner review and public notice. The Contractor may close lanes using standard flagging operations in accordance with the current Manual on Uniform Traffic Control Devices but shall not close streets without Engineer and Owner's approval.

D. The Contractor shall employ properly trained, equipped, attired, and certified flaggers.

ISPWC MODIFICATIONS

DIVISION 2000

MISCELLANEOUS

SECTION 2020

SURVEY MONUMENTS

Part 2.1—General:

Replace Part 2.1.A with the following:

A. Monuments, frame and covers, caps, and all related materials shall be of the quality, material, and dimensions shown on City Standard Drawing 1- 3.

SECTION 2030

UTILITY ADJUSTMENTS

Part 1.4—Utility Relocation:

Replace Part 1.4.C with the following:

A. Contractor shall perform utility adjustments before paving, and the utility shall be paved around. Cutting of final pavement and patching is not allowed.

THIS AND ANY OTHER ELECTRONIC MEDIA COUNTERPART IS AN INSTRUMENT OF SERVICE PREPARED BY MERRICK AND COMPANY FOR A DEFINED PROJECT. IT IS NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE IN WHOLE OR IN PART, ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY MERRICK AND COMPANY FOR THE SPECIFIC PURPOSE INTENDED WITHOUT THE CONSENT OF MERRICK AND COMPANY SHALL BE AT THE SOLE RISK FOR THE UNAUTHORIZED USER WITHOUT LIABILITY OR LOSS EXPOSURE TO MERRICK AND COMPANY.

PROFESSIONAL ENGINEER
LICENSED
11613
12-11-24
STATE OF IDAHO
STUART ROBB HURLEY

PRINCIPAL ENGINEER

CITY OF LEWISTON

DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2

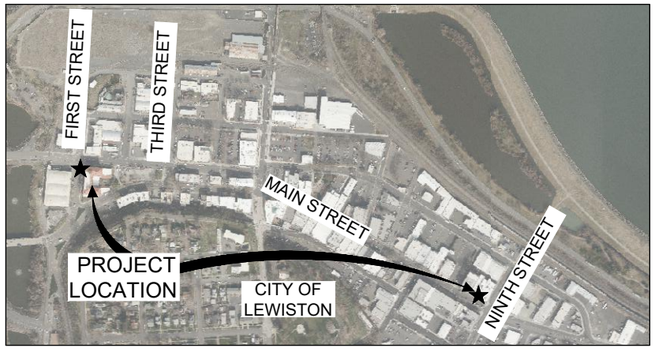
CONFORMED SET

NEZ PERCE COUNTY, IDAHO

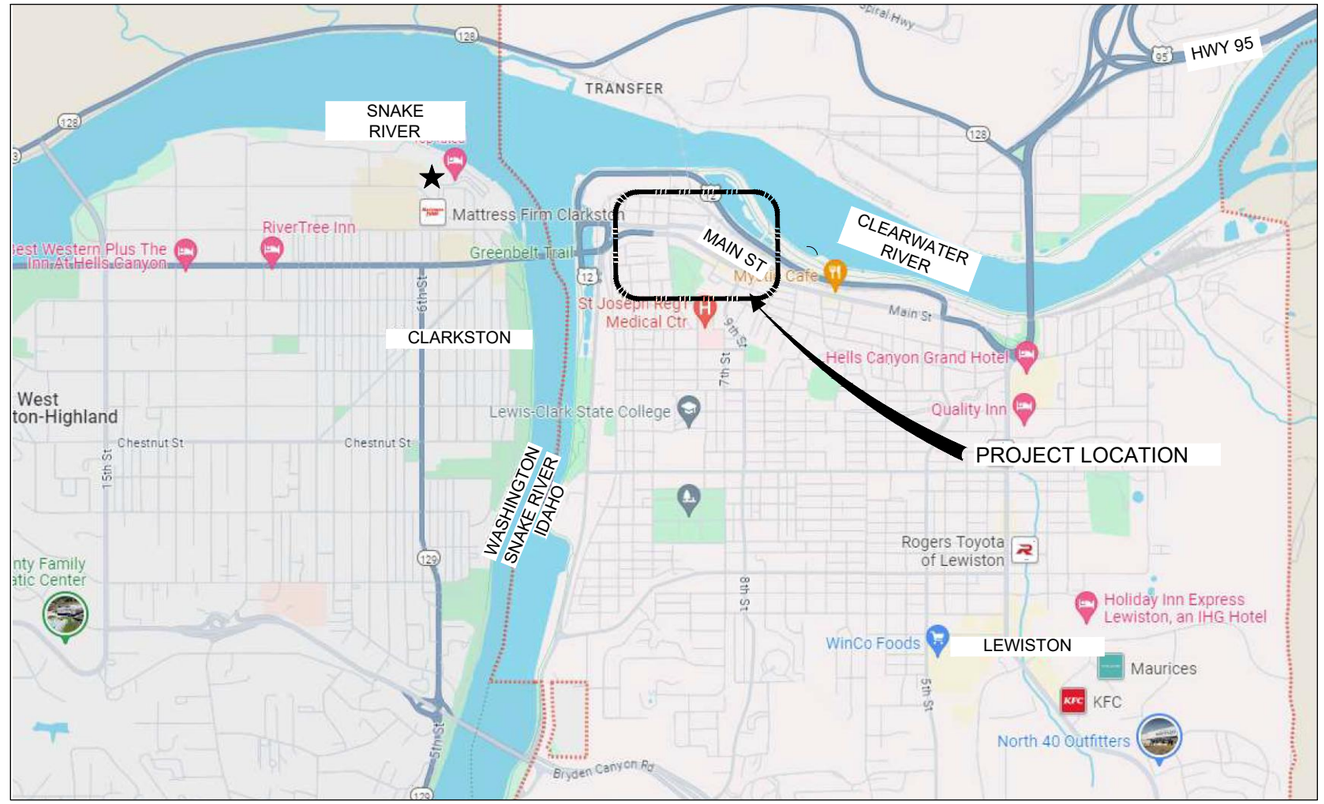
DECEMBER 2024

PROFESSIONAL ENGINEER
LICENSED
16824
12-11-24
STATE OF IDAHO
RYAN J. REHDER

ENGINEER OF RECORD



LOCATION MAP
NTS
PLAN NORTH



VICINITY MAP
NTS
PLAN NORTH

CITY OF LEWISTON
215 D STREET SUITE B
PO BOX 617
LEWISTON, ID 83501-1930
PH.208.746.1316
FX.888.397.8634
www.cityoflewiston.org

AGENCY TELEPHONE NUMBERS

PUBLIC WORKS DEPARTMENT	208 746-1316
STREETS/TRAFFIC	208 791-2311
WASTEWATER (CITY)	208 791-0986
LEWISTON ORCHARDS IRRIGATION DISTRICT (LOID)	208-305-5398
AVISTA UTILITIES	208 798-1473
CABLEONE	208 746-3325
CENTURYLINK	208 798-8380
DIGLINE	811

MERRICK & COMPANY

MAIN OFFICE	208 780-3990
ENGINEER	208 553-5507

BID ALTERNATES

1. BASE BID:
   A. "D" STREET FROM 3rd STREET TO 5th STREET
   B. 3rd STREET FROM MAIN STREET TO "D" STREET
2. BID ALT 1:
   A. MAIN STREET FROM 5th STREET TO 9th STREET
3. BID ALT 2:
   A. 3rd STREET FROM "D" STREET TO 110' NORTH OF BEACHEY STREET
4. BID ALT 3:
   A. "D" STREET FROM 1st STREET TO 3rd STREET

Know what's below. Call before you dig.

SCALE BAR BARS 0 TO 1 INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE: CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
TITLE SHEET
CONFORMED SET

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET G-1
DOCUMENT PAGE 66 OF 87

PRINTED ON: 12/11/2024 4:14 PM
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GENERAL NOTES

GENERAL CONSTRUCTION

1. ALL CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF LEWISTON STANDARDS AND SPECIFICATIONS AND THE CURRENT VERSION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC). IN THE CASE OF CONFLICT, THE PROJECT PLANS AND TECHNICAL SPECIFICATIONS WILL PREVAIL OVER CITY STANDARDS WHICH WILL PREVAIL OVER ISPWC.
2. THE CONTRACTOR AND UTILITY CONTRACTORS SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE (AND ON-SITE MEETING WITH THE CITY OF LEWISTON PUBLIC WORKS DEPARTMENT) PRIOR TO START OF WORK. THE CONTRACTOR SHALL CONDUCT A WEEKLY PROJECT MEETING WITH THE ENGINEER AND CITY.
3. CONTRACTORS SHALL NOTIFY THE APPROPRIATE AGENCY WHEN MATERIALS ARE ON SITE OR INSPECTION OF THE WORK IS REQUIRED. NO WORK MAY BEGIN ON ANY PROJECT WITHOUT TWENTY FOUR (24) HOURS PRIOR NOTICE.
4. WORK SUBJECT TO APPROVAL BY ANY GOVERNMENTAL AGENCY MUST BE APPROVED PRIOR TO (A) BACKFILLING TRENCHES FOR PIPE: (B) PLACING OF AGGREGATE BASE: (C) PLACING OF CONCRETE: (D) PLACING OF ASPHALT PAVING. ALL NEWLY INSTALLED STORMWATER LINES SHALL BE VIDEOED PER LEWISTON PUBLIC WORKS POLICY #2012-2 PRIOR TO PAVING AND PRIOR TO PAYMENT.
5. INSPECTION, APPROVAL AND FINAL ACCEPTANCE OF ALL CONSTRUCTION SHALL BE BY THE PUBLIC WORKS DEPARTMENT, AND THEIR DECISION SHALL BE FINAL. SUCH INSPECTION SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS.
6. ANY DEVIATION FROM THE APPROVED PLANS AND SPECIFICATIONS MUST HAVE THE APPLICABLE AGENCY APPROVAL IN WRITING PRIOR TO CONSTRUCTION.
7. NOT USED
8. CONTRACTORS SHALL BE RESPONSIBLE FOR COORDINATING WITH AFFECTED FRANCHISE UTILITIES DURING CONSTRUCTION AND PROPERTIES WITH WATER AND SEWER SERVICES IMPACTED BY CONSTRUCTION ACTIVITIES SHALL BE NOTIFIED OF CONSTRUCTION ACTIVITIES A MINIMUM OF TWO (2) DAYS PRIOR TO DISRUPTING THEIR SERVICE(S) .
9. CONTRACTOR IS LIKELY TO ENCOUNTER ABANDONED PIPES, UTILITIES OR OTHER MISCELLANEOUS ITEMS DURING EXCAVATION; THESE ITEMS ARE TO BE REMOVED AND PAID FOR AS AN INCIDENTAL COST TO RELATED CONSTRUCTION ITEMS.
10. UNDERGROUND UTILITIES SHALL BE VERIFIED BY NOTIFYING DIGLINE (811) THREE (3) WORKING DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK. PROTECT UTILITY MARKINGS DURING CONSTRUCTION. DETERMINE BY HAND DIGGING, IN THE AREA (24 INCHES) OR LESS FROM THE FACILITIES, THE PRECISE ACTUAL LOCATIONS OF UNDERGROUND FACILITIES THAT HAVE BEEN MARKED. COMPLY WITH SECTION 55-2201 OF IDAHO CODE ENTITLED "UNDERGROUND FACILITIES DAMAGE PREVENTION"
11. PROVIDE INLET PROTECTION FOR EXISTING STORM WATER STRUCTURES THROUGHOUT CONSTRUCTION.
12. ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY (ROW) CONSTRUCTION PERMIT FROM THE CITY OF LEWISTON AT LEAST TWENTY FOUR (24) HOURS PRIOR TO ANY CONSTRUCTION. THE CITY WILL PAY THE ROW FEE FOR THIS PROJECT.
13. THE CITY OF LEWISTON WILL INSPECT ALL WORK WITHIN THE PUBLIC RIGHTS-OF-WAY TO INCLUDE UTILITY TRENCHES. THE CITY WILL INSPECT ALL CONNECTIONS TO EXISTING INFRASTRUCTURE.
14. SUBGRADE WARNING: SOME EXISTING BUILDING STRUCTURES WITHIN THE PROJECT AREA HAVE BASEMENTS THAT EXTEND UNDER THE SIDEWALK. SOME BASEMENTS ARE KNOWN TO EXTEND APPROXIMATELY TO THE CURB LINE. SOME BASEMENTS THAT EXTEND BEYOND THE ABOVE GROUND STRUCTURE ARE SHOWN ON THE PROJECT DRAWINGS. THE CONTRACTOR IS CAUTIONED THAT NOT ALL BASEMENTS THAT EXTEND BEYOND THE ABOVE GROUND STRUCTURE ARE SHOWN.
15. THE EXISTING PAVEMENT AND ROAD BASE MAY VARY GREATLY ACROSS THE WORK AREA. CONTRACTOR SHOULD EXPECT VARYING DEPTHS OF EXISTING ASPHALT PAVEMENT RANGING FROM 3 INCHES TO 18 INCHES OR MORE (MACADAM OR SIMILAR). REMOVAL OF EXISTING PAVEMENT IS CONSIDERED INCIDENTAL TO THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE PROVIDED.

TRAFFIC CONTROL

1. THE CONTRACTOR SHALL PROVIDE NOTIFICATION OF ANY ACCESS CLOSURES TO THE PROPERTY OWNER PRIOR TO CLOSING THE ACCESS. APPROVAL OF THE CLOSURE BY THE PROPERTY OWNER WILL BE REQUIRED PRIOR TO CONSTRUCTION CAUSING RESTRICTION OF THE ACCESS. THE CONTRACTOR SHALL COOPERATE WITH THE ENGINEER AND THE CITY OF LEWISTON PERSONNEL TO MINIMIZE DISTURBANCE TO BUSINESSES AND PUBLIC FACILITIES. WHERE POSSIBLE ALTERNATE ACCESS OR DETOURS SHALL BE PROVIDED FOR DURATIONS LASTING LONGER THAN ONE BUSINESS DAY.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE CHANGES TO TRAFFIC AND PEDESTRIAN LIGHTS WITH THE CITY OF LEWISTON STREET MAINTENANCE DIVISION AND IDAHO TRANSPORTATION DEPARTMENT.

WATER

1. CONSTRUCTION OF POTABLE WATER LINES SHALL CONFORM TO THE STANDARDS IN THE "IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08)" AS WELL AS THE CURRENT ISPWC. PROPERTIES SHALL BE NOTIFIED AS OUTLINED IN GENERAL CONSTRUCTION NOTE NO. 8. STANDARDS AND SPECIFICATIONS REFERRED TO IN THE GENERAL CONSTRUCTION NOTE NO. 1.
2. THE HORIZONTAL SEPARATION OF POTABLE WATER MAINS AND NON-POTABLE WATER MAINS (SANITARY SEWER, STORM DRAIN, AND IRRIGATION) SHALL BE A MINIMUM OF TEN (10) FEET OR AS OTHERWISE SHOWN AND APPROVED BY IDEQ. WHERE IT IS NECESSARY FOR POTABLE WATER MAIN AND NON-POTABLE WATER MAIN TO CROSS WITH LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION, THE CROSSING SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 542.07 OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08) AND SECTION 430.02 OF THE WASTEWATER RULES (IDAPA 8.01.16).
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING EXISTING WATER USERS PRIOR TO DISRUPTING SERVICE IN ACCORDANCE WITH GENERAL CONSTRUCTION NOTE NO. 8. NO USER SHALL BE WITHOUT WATER OR SEWER SERVICE OVERNIGHT. NO USER SHALL BE WITHOUT WATER AND SEWER FOR MORE THAN 4 HOURS DURING NORMAL BUSINESS HOURS.
4. ALL WATER WORKS COMPONENTS SHALL BE ANSI/NSF 61 CERTIFIED, AND MUST MEET ALL AMERICAN WATER WORKS ASSOCIATION (AWWA) AND STANDARD REQUIREMENTS OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08).
5. THE DESIGN, CONSTRUCTION, INSTALLATION, MAINTENANCE AND MATERIALS TO COMPLETE A TEMPORARY DEWATERING SYSTEM TO PROVIDE ADEQUATE DEWATERING DURING CONSTRUCTION WILL BE PAID FOR AS AN INCIDENTAL COST TO RELATED CONSTRUCTION ACTIVITIES.
6. ALL UTILITY CROSSINGS WHETHER SHOWN ON THE PLANS OR NOT WILL BE PAID FOR AS AN INCIDENTAL COST TO RELATED CONSTRUCTION ACTIVITIES UNLESS OTHERWISE NOTED WITH A SPECIFIC PAY ITEM.
7. UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY EXACT LOCATIONS IN FIELD PRIOR TO EXCAVATION. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR OR UTILITY COMPANY, AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE UTILITY COMPANY. CONTRACTORS SHALL BE RESPONSIBLE TO CONTACT DIGLINE AT 811 AT LEAST THREE DAYS PRIOR TO ANY DIGGING.
8. THE NEW WATER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND THE CITY OF LEWISTON STANDARD DRAWINGS. ALL WORK SHALL ALSO BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION. ALL WORK SHALL BE SUBJECT TO ACCEPTANCE BY THE CITY OF LEWISTON PURSUANT TO THE ENGINEERING DEPARTMENT'S CURRENT INSPECTION CHECKLIST.
9. THE CITY'S WATER DISTRIBUTION SUPERVISOR (208-791-2032) SHALL BE CONTACTED 2 BUSINESS DAYS PRIOR TO ANY PRESSURE TESTING/DISINFECTION OF THE PUBLIC MAIN. THE DISINFECTION PROCEDURES CAN ONLY BE SCHEDULED ON MONDAY, TUESDAY OR WEDNESDAY. HE SHALL ALSO BE CONTACTED 2 BUSINESS DAYS PRIOR TO ANY TIE IN. TIE INS CAN OCCUR ON ANY WEEKDAY BUT MUST OCCUR BEFORE NOON ON FRIDAY. ANY ALTERATIONS TO THESE NOTIFICATIONS OR WORK SCHEDULES MUST BE APPROVED BY THE ENGINEER. THE CITY RESERVES THE RIGHT TO INVOICE THE CONTRACTOR FOR OVERTIME FOR IF WORK IS REQUESTED TO BE AFTERHOURS OR ON WEEKENDS.
10. CONNECTION TO EXISTING MAINS SHALL BE IN THE PRESENCE OF CITY WATER DEPT PERSONNEL.
11. THE CITY OF LEWISTON RESERVES THE RIGHT TO KEEP ANY REMOVED/SALVAGED WATER SYSTEM COMPONENTS (HYDRANTS, VALVES, ETC.) IF THE CITY DOES NOT WANT THE REMOVED/SALVAGED COMPONENTS, THE CONTRACTOR SHALL REMOVE THEM FROM THE CONSTRUCTION SITE AND PROPERLY DISPOSE OF THEM.
12. ALL FITTINGS AND VALVES SHALL HAVE MJ JOINTS UNLESS MULTIPLE FITTINGS AND/OR VALVES ARE TOGETHER IN A SINGLE ASSEMBLY, IN WHICH CASE, COMMON JOINTS BETWEEN THEM SHALL BE FLANGED. MJ TO MJ CONNECTIONS SHALL INCLUDE A FOSTER ADAPTER IN BETWEEN. ALL FITTINGS SHALL BE FULLY RESTRAINED. NOTIFY THE ENGINEER IF ADDITIONAL HORIZONTAL OR VERTICAL FITTINGS ARE NECESSARY AND VERIFY THE REQUIRED RESTRAINED LENGTH PRIOR TO INSTALLATION.
13. ALL EXISTING 3/4" WATER SERVICES TO BE UPSIZED AND REPLACED WITH 1" WATER SERVICE AND THEN REDUCED WITH 3/4" FITTING AT THE METER OR TIE OVER LOCATION.
14. ALL EXISTING SERVICES LARGER THAN 3/4" TO BE REPLACED WITH THE SAME SIZE SERVICE.
15. AT ALL LOCATIONS ON THE DRAWINGS INDICATING ABANDONMENT OF AN EXISTING VALVE, CLOSE THE VALVE, REMOVE THE EXISTING VALVE BOX, BACKFILL AND MAKE SURFACE REPAIR.

TABLE1: RESTRAINED LENGTHS

FITTING TYPE		REQUIRED RESTRAINED LENGTH (FT)
6"	11.25° BEND	2
8"	11.25° BEND	3
12"	11.25° BEND	3
16"	11.25° BEND	4
6"	22.5° BEND	4
8"	22.5° BEND	5
12"	22.5° BEND	6
16"	22.5° BEND	8
6"	45° BEND	7
8"	45° BEND	9
12"	45° BEND	13
16"	45° BEND	16
8"	VALVE	90
10"	VALVE	108
12"	VALVE	128
16"	VALVE	164
8"x6"	REDUCER	38
12"x8"	REDUCER	68

CONTRACTOR SHALL PROVIDE THRUST RESTRAINT OF ALL PROPOSED AND EXISTING PIPING AND FITTINGS WHERE CONNECTIONS BETWEEN NEW AND NEW PIPING ARE MADE AND CONNECTIONS BETWEEN NEW AND EXISTING PIPING ARE MADE. THRUST RESTRAINT MAY BE ACCOMPLISHED BY USE OF THRUST BLOCKING, MECHANICAL JOINT RESTRAINTS, BELL CLAMPS, FIELD LOCK GASKETS, OR A COMBINATION THEREOF. WHERE MECHANICAL JOINT RESTRAINTS OR BELL CLAMPS ARE UTILIZED TO RESTRAIN UPSTREAM LENGTHS OF PIPE, THRUST RESTRAINT SHALL BE PROVIDED UPSTREAM OF VALVES AND FITTINGS IN ACCORDANCE WITH TABLE 1. PRIOR TO STARTING CONSTRUCTION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER SHOWING THE CONTRACTOR'S PROPOSED METHOD OF THRUST RESTRAINT FOR ALL NEW AND EXISTING PIPING AND THE LENGTHS TO WHICH THRUST RESTRAINT WILL BE PROVIDED.

ROADWAY

1. ALL ASPHALT JOINTS SHALL BE SAW CUT UNLESS SPECIFICALLY NOTED OTHERWISE IN THE DRAWINGS.
2. ALL MANHOLES, VALVES, CATCH BASINS, AND MONUMENT CASES IN THE PUBLIC RIGHT-OF-WAY SHALL BE ADJUSTED. CUTTING PAVEMENT AND PATCHING IS NOT ALLOWED. IF ADJUSTED PRIOR TO OVERLAY THE UTILITY MUST BE PAVED AROUND. IF ADJUSTED AFTER OVERLAY CONCRETE COLLARS CONFORMING TO CITY STANDARD DRAWINGS 1-10 AND 5-6 ARE REQUIRED.
3. ALL ASPHALT SURFACES AND ADJACENT PAVEMENT, LONGITUDINAL JOINTS, EDGES OF SURFACE UTILITIES AND CURB EDGES THAT RECEIVE A LEVELING COURSE OR HMA OVERLAY COURSE SHALL BE TACKED.

PUBLIC SURVEY MONUMENT

ALL FOUND PUBLIC AND PRIVATE SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, SECTION CORNERS, PROPERTY PINS AND REFERENCE MONUMENTS IN THE PROJECT AREA ARE TO BE SHOWN ON THE CONSTRUCTION PLANS, REFERENCED BEFORE THEY ARE DISTURBED BY CONSTRUCTION, AND REESTABLISHED PRIOR TO PROJECT COMPLETION PER IDAHO CODE TITLE 55, CHAPTER 16. ALL PUBLIC AND PRIVATE LAND SURVEY MONUMENTS THAT WILL BE DISTURBED BY CONSTRUCTION ACTIVITIES MUST BE REFERENCED BY AN IDAHO LICENSED PROFESSIONAL LAND SURVEYOR PRIOR TO DISTURBANCE. ALL DISTURBED PUBLIC AND PRIVATE MONUMENTS SHALL BE REESTABLISHED BY AN IDAHO LICENSED PROFESSIONAL LAND SURVEYOR BEFORE PROJECT COMPLETION. IF MONUMENTS ARE FOUND DURING CONSTRUCTION THAT ARE NOT SHOWN ON THE CONSTRUCTION PLANS, THE MONUMENTS MUST BE REFERENCED AND REESTABLISHED BY AN IDAHO LICENSED PROFESSIONAL LAND SURVEYOR. SECTION CORNER MONUMENTS DISTURBED AND REESTABLISHED AFTER CONSTRUCTION SHALL HAVE CORNER RECORDS COMPLETED AND RECORDED AT THE NEZ PERCE COUNTY RECORDERS OFFICE.

SURVEY CONTROL AND COORDINATE SYSTEM

ALL UNITS ARE U.S. SURVEY FEET GROUND. VALUES ARE SPC ZONE 1103 (IDAHO WEST NAD83

(1998/1999) ELEVATIONS ARE NAVD88.

THE DI(ERENCE FROM GRID TO GROUND IN THE PROJECT AREA DOES NOT EXCEED 1:15,000.

FOR MORE INFORMATION, REFER TO LEWISTON CONTROL NETWORK RECORDED IN NEZ PERCE

COUNTY AS INSTRUMENT #738222.

INDEX of SHEETS

SHEET NO.	SHEET TITLE
PROJECT INFORMATION	
G-1	TITLE SHEET
G-2	GENERAL NOTES
G-3	LINE LEGEND AND PIPE SCHEDULE
G-4	LEGEND AND SYMBOLS
CIVIL	
C-1	SHEET LAYOUT
C-2	"D" STREET PLAN AND PROFILE
C-3	"D" STREET PLAN AND PROFILE
C-4	"D" STREET PLAN AND PROFILE
C-5	MAIN STREET PLAN AND PROFILE
C-6	MAIN STREET PLAN AND PROFILE
C-7	MAIN STREET PLAN AND PROFILE
C-8	MAIN STREET PLAN AND PROFILE
C-9	3RD STREET PLAN AND PROFILE
C-10	3RD STREET PLAN AND PROFILE
TYPICAL DETAILS	
TD-1	TYPICAL DETAILS
TD-2	TYPICAL DETAILS
TD-2	TYPICAL DETAILS
TD-4	TYPICAL DETAILS
TD-5	TYPICAL DETAILS
TD-6	TYPICAL DETAILS
TD-7	TYPICAL DETAILS
TD-8	TYPICAL DETAILS

Know what's below. Call before you dig.

SCALE BAR BAR IS ON INCH ON ORIGINAL DRAWING 0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK®

REV	REVISION DESCRIPTION	DATE	CHND	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
GENERAL NOTES

PE STAMP
PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241

DATE DECEMBER 11, 2024

SHEET G-2

DOCUMENT PAGE 67 OF 87

PRINTED ON: 12/11/2024 4:19 PM

Q:\Water\Projects\I-L\Lewiston_181\!CADD\0240_Downtown T-Main\Conformed Set\C\DD

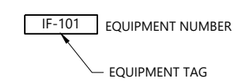
PIPE, FITTINGS, AND COATINGS/LININGS SCHEDULE

ABBREV.	MATERIAL SPECIFICATION	FITTINGS SPECIFICATION	MANUFACTURER/SHOP COATING AND LINING	FIELD COATING (COLOR PER PIPE SCHEDULE)
B1	LEAD-FREE BRASS, SCH. 40, ASTM B43	LEAD-FREE BRASS, NPT, CLASS 125, AWWA C800, ASTM B584	NONE	NONE
C1	TYPE K RIGID COPPER, ASTM B88	COPPER, SOLDERED OR COMPRESSION-TYPE FITTINGS	NONE	NONE
C2	TYPE K FLEXIBLE COPPER, ASTM B88	COPPER, SOLDERED, FLARED, OR COMPRESSION-TYPE	NONE	NONE
D1	BURIED DUCTILE IRON, AWWA C150/151, AWWA C111 BELL & SPIGOT PUSH-ON JOINTS	DUCTILE IRON, MECHANICAL OR FLANGED JOINTS PER AWWA C110. FLANGES PER ANSI B16.42 CLASS 150, RED SBR GASKETS, 304 SST BOLTS	AWWA C104, CEMENT-LINED WITH ASPHALTIC EXTERIOR BASE COAT	NONE; INSTALL WITH POLYETHYLENE WRAP
D2	BURIED DUCTILE IRON, AWWA C150/151, AWWA C111 MECHANICALLY RESTRAINED JOINTS	DUCTILE IRON, MECHANICAL OR FLANGED JOINTS PER AWWA C110. FLANGES PER ANSI B16.42 CLASS 150, RED SBR GASKETS, 304 SST BOLTS	AWWA C104, CEMENT-LINED WITH ASPHALTIC EXTERIOR BASE COAT	NONE; INSTALL WITH POLYETHYLENE WRAP
D3	BURIED DUCTILE IRON, AWWA C115, SCREW-ON FLANGED JOINTS	DUCTILE IRON, FLANGED JOINTS PER AWWA C110, ANSI B16.42 CLASS 150 FLANGES, RED SBR FLANGE GASKETS, 304 SST BOLTS	AWWA C104, CEMENT-LINED WITH ASPHALTIC EXTERIOR BASE COAT	NONE; INSTALL WITH POLYETHYLENE WRAP
D4	ABOVE GRADE DUCTILE IRON, AWWA C115, SCREW-ON FLANGED JOINTS	DUCTILE IRON, FLANGED JOINTS PER AWWA C110, ANSI B16.42 CLASS 150 FLANGES, RED SBR FLANGE GASKETS, STD BOLTS	AWWA C104, CEMENT-LINED WITH PHENOLIC ALKYD, EPOXY, OR ZINC-BASED PRIMER	HIGH SOLIDS EPOXY TOP COAT
P1	PVC, SCH. 40, ASTM D1784/1785	SOLVENT WELD OR THREADED PVC, SCH. 40, ASTM D1784, ASTM D2466	NONE	NONE
P2	PVC, SCH. 80, ASTM D1784/1785	SOLVENT WELD OR THREADED PVC, SCH. 80, ASTM D1784, ASTM D2464/2467	NONE	NONE
P3	PVC, SDR 35, ASTM D3034/F679	PVC, SDR 35, ASTM D3034/F1336	NONE	NONE
P4	PVC, DR18, AWWA C900/ASTM D1784, ASTM D3139 BELL & SPIGOT PUSH-ON JOINTS	DUCTILE IRON, MECHANICAL OR FLANGED JOINTS PER AWWA C110. FLANGES PER ANSI B16.42 CLASS 150, RED SBR GASKETS, 304 SST BOLTS	AWWA C104, CEMENT-LINED WITH ASPHALTIC EXTERIOR BASE COAT	NONE
P5	HDPE, SIDR 7, AWWA C901, ASTM D2239/2737	AWWA C800, LEAD-FREE BRASS COMPRESSION-TYPE W/ TYPE 304 SST STIFFENER INSERTS	NONE	NONE
P6	HDPE, DR 9, AWWA C906, ASTM D3035/F714/3350, PE 4710	AWWA C906, BUTT FUSION WELDED. FLANGE ADAPTERS PER ANSI B16.42 CLASS 150, RED SBR GASKETS, 304 SST BOLTS	NONE	NONE
P7	HDPE, CORRUGATED SINGLE-WALL, ASTM D1056/3350/F667	RUBBER GASKETED SPLIT/SNAP COUPLINGS, ASTM D1056/F667	NONE	NONE
P8	HDPE, CORRUGATED DOUBLE-WALL W/ SMOOTH INTERIOR, ASTM D1056/3350/F667	RUBBER GASKETED SPLIT/SNAP COUPLINGS, ASTM D1056/F667	NONE	NONE
P9	PEX TYPE A, ASTM F876	PEX, COLD EXPANSION TYPE WITH REINFORCING RING, ASTM F1960	NONE	NONE
P10	ABS, SCH. 40, ASTM D2661	SOLVENT WELD ABS, SCH. 40, ASTM D2661	NONE	NONE
P11	BRAIDED REINFORCED PVC TUBING, 150 PSI WORKING PRESSURE	BARBED W/ 304 SST HOSE BAND	NONE	NONE
S1	STEEL, SCH 40, ASTM A53 B/ASME B36.10/19	ASTM A865 NPT, CLASS 150	BLACK STEEL, NO COATING	NONE
S2	STEEL, SCH 40, ASTM A53 B/ASME B36.10/19	ASTM A865 NPT, CLASS 150	BLACK STEEL, NO COATING	EPOXY PRIMER & HIGH SOLIDS EPOXY TOP COAT
S3	STEEL, SCH 40, ASTM A53 B/ASME B36.10/19	ASTM A865 NPT, CLASS 150	GALVANIZED	NONE
S4	STAINLESS STEEL, SCH 10, TYPE 304L, ASTM A312	TYPE 304L SCH. 10 SST, BUTT WELDED OR WITH WELD-ON ASME B16.5 CLASS 150 FLANGES, RED SBR FLANGE GASKETS, 304 SST BOLTS	NONE	NONE
S5	STAINLESS STEEL, SCH 10, TYPE 316L, ASTM A312	TYPE 316L SCH. 10 SST, BUTT WELDED OR WITH WELD-ON ASME B16.5 CLASS 150 FLANGES, RED SBR FLANGE GASKETS, 304 SST BOLTS	NONE	NONE
S6	STAINLESS STEEL, SCH 40, TYPE 304, ASTM A312	STAINLESS STEEL, TYPE 304, NPT, ASTM A182, CLASS 150	NONE	NONE
S7	STAINLESS STEEL, SCH 40, TYPE 316, ASTM A312	STAINLESS STEEL, TYPE 316, NPT, ASTM A182, CLASS 150	NONE	NONE
S8	STEEL, CORRUGATED, ASTM A760/796	STEEL, CORRUGATED, ASTM A760/796, W/ STEEL BAND COUPLERS	GALVANIZED, ASTM A929	NONE

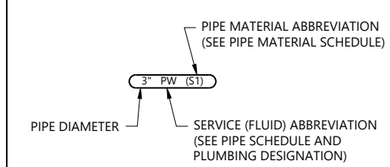
PIPE SCHEDULE

PIPE ID	SERVICE	COLOR	TEST METHOD	TEST PRESSURE (PSI)
CON	CONDUIT	-	VISUAL	-
DR	DRAIN	BLACK	GR	5
EFF	EFFLUENT	CHARCOAL	HH	150
ML	MIXED LIQUOR	LIGHT BROWN	HH	150
OF	OVERFLOW	CHARCOAL	GR	5
PA	PLANT AIR	LIGHT GREEN	HH	150
PS	PRESSURE SEWER	DARY GRAY/GREEN BANDS	HH	150
PW	POTABLE WATER	BLUE	HH	150
RAS	RETURN ACTIVATED SLUDGE	LIGHT BROWN	LH	20
RS	RAW SEWAGE (INFLUENT)	DARK GRAY	GR	5
SD	STORM DRAIN	-	GR	5
SH	SODIUM HYPOCHLORITE	YELLOW	VISUAL	OPERATING PRESSURE
SS	SANITARY SEWER	DARK GRAY	GR	5
UW1	UTILITY WATER TYPE 1 (POTABLE)	LIGHT BLUE	HH	150
UW2	UTILITY WATER TYPE 2 (NON-POTABLE)	BLUE/BLACK BANDS	HH	150
WAS	WASTE ACTIVATED SLUDGE	DARK BROWN	LH	20

EQUIPMENT DESIGNATION LEGEND



PIPE DESIGNATION LEGEND



NOTES:
3"-ML-PVC INDICATES PIPE SIZE, SERVICE (FLUID) ABBREVIATION AND PIPE MATERIAL.

Know what's **below.**
Call before you dig.

SCALE BAR BASED ON INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST DIMENSIONS ACCORDINGLY

MERRICK®

REV	REVISION DESCRIPTION	DATE	CHKD	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
LINE LEGEND AND PIPE SCHEDULE

PE STAMP
PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET G-3
DOCUMENT PAGE 68 OF 87

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A
GM-1

A

DETAIL OR SECTION IDENTIFICATION

DETAIL OR SECTION TAKEN ON THE SAME SHEET

DETAIL OR SECTION IS TAKEN ON THE DRAWING INDICATED

AT TITLE

M130
TD-1

A
M-2

A

TYPICAL DETAIL REFERENCE BUBBLE

TYPICAL DETAIL NUMBER IDENTIFICATION

DETAIL OR SECTION IDENTIFICATION

DETAIL OR SECTION REFERENCE BUBBLE

DETAIL OR SECTION IS TO BE FOUND ON THE SAME SHEET

DETAIL OR SECTION IS TO BE FOUND ON THE DRAWING INDICATED

TYPICAL DETAIL IS TO BE FOUND ON THE TYPICAL DETAIL DRAWINGS

AT CROSS REFERENCE

DRAWING CROSS REFERENCE

A
-

A
-

CROSS SECTION

LINE LEGEND

SECTION LINE
QUARTER SECTION LINE
EXISTING DEED OR LOT LINE
CENTERLINE
RIGHT OF WAY
EASEMENT
EDGE OF CONCRETE
ROAD CUT catch (PROPOSED)
ROAD FILL (PROPOSED)

	EXISTING	PROPOSED
AIR HEADER	AIR	
EDGE OF PAVEMENT	EP	
EDGE OF GRAVEL	EG	
FIBER OPTIC (UNDERGROUND)	FO	
FLOW LINE	<	
GAS LINE	G	
IRRIGATION (GRAVITY)	IRR	
IRRIGATION (PRESSURE)	PIRR	
POWER (OVERHEAD)	OHP	
POWER (UNDERGROUND)	UGP	
PRESSURE SEWER	PS	
SEWER LINE	SS	
SERVICE (WATER,GAS)		
STORM DRAIN	SD	
TOP OF BANK	TB	
TOE OF SLOPE	TOE	
TELEPHONE (UNDERGROUND)	UT	
WATER SERVICE	WS WS	
WATER LINE	W	W
CABLE WIRE	CBLW	

	EXISTING	PROPOSED
WOOD FENCE		
CHAIN LINK FENCE		
WROUGHT IRON FENCE	Wr Iron	Wr Iron
VINYL FENCE		
WIRE FENCE	x x	x x

EXISTING MINOR CONTOUR — 2601
PROPOSED MINOR CONTOUR — 2601
EXISTING MAJOR CONTOUR — 2600
PROPOSED MAJOR CONTOUR — 2600
EXISTING DRAINAGE PIPE
EXISTING BEDROCK
FIBER WATTLES
PROPOSED SILT FENCE
BASEMENTS FROM STRUCTURES EXTENDING INTO SIDEWALK

TYPE OF JOINT OR COUPLER	THREE LINE PIPE
FLANGED JOINT	
RESTRAINED MECHANICAL JOINT	
WELDED JOINT	
SCREWED OR GLUED JOINT	
GROOVED COUPLING	
RESTRAINED FLANGED COUPLING ADAPTER	
FLEXIBLE COUPLING	
RESTRAINED FLEXIBLE COUPLING FOR STEEL PIPE	
DISMANTLING JOINT	
EXPANSION JOINT	
PIPE SUPPORT (CALL OUT DETAIL)	
GATE VALVE	
BUTTERFLY VALVE	
CHECK VALVE	
PLUG VALVE	

BOLLARD
EXISTING SS MANHOLE
NEW SS MANHOLE
LS — EXISTING LIFT STATION
WMH — EXISTING WATER MANHOLE
W — EXISTING WATER METER
WATER VALVE
EXISTING TREE, BUSH
WATER SURFACE ELEVATION
CO — NEW CLEANOUT
BO — BLOW OFF
EXISTING UTILITY POLE
EXISTING UTILITY POLE ANCHOR
FIRE HYDRANT
EXISTING LIGHT POLE
E — EXISTING ELECTRICAL BOX
G — EXISTING GAS METER/RISER
P — EXISTING POWER METER
D — EXISTING STORM MANHOLE
EXISTING STORM DRAIN CATCH BASIN
MW — EXISTING MONITORING WELL
T — EXISTING TELEPHONE RISER
TJB — EXISTING TELEPHONE JUNCTION BOX
EXISTING CATCH BASIN / GRATE
2545.00 — FINISHED ELEVATION
(2545.00) — EXISTING ELEVATION
BREAK LINE
DRAINAGE FLOW OR PIPE FLOW DIRECTION
SURVEY MONUMENT / REBAR / PROPERTY CORNER
BENCH MARK (BM)
REVISION NUMBER
BOREHOLE / TESTHOLE
SURVEY CONTROL POINT
CONTROL POINT
KEY NOTE
XXX — COORDINATE NUMBER
CONCRETE (PLAN AND SECTION)
EARTH
GRAVEL/DRAINROCK/AGGREGATE BASE
AC PAVEMENT
REVISION CLOUD
EXISTING TRAFFIC LIGHT
EXISTING STREET LIGHT

811
Know what's below.
Call before you dig.

SCALE BAR BASED ON 24x36 ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
LEGENDS AND SYMBOLS

TITLE

PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PE STAMP

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET G-4
DOCUMENT PAGE 69 OF 87

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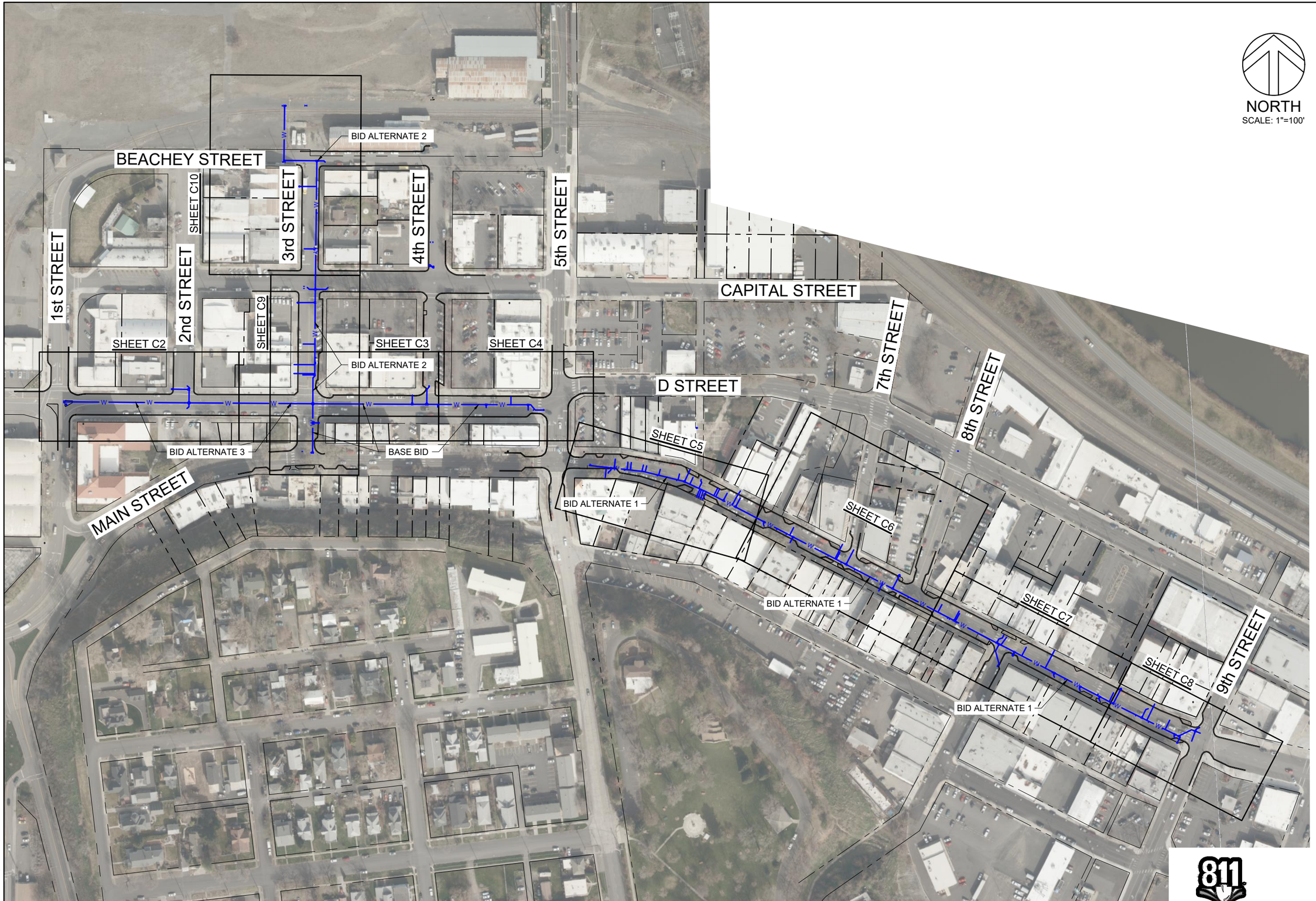

Know what's below. Call before you dig.

SCALE BAR BASED ON 11x17 ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
SHEET LAYOUT

PE STAMP
PROFESSIONAL ENGINEER LICENSED 16884 STATE OF IDAHO RYAN J. REHDER
12-11-24

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-1
DOCUMENT PAGE 70 OF 87

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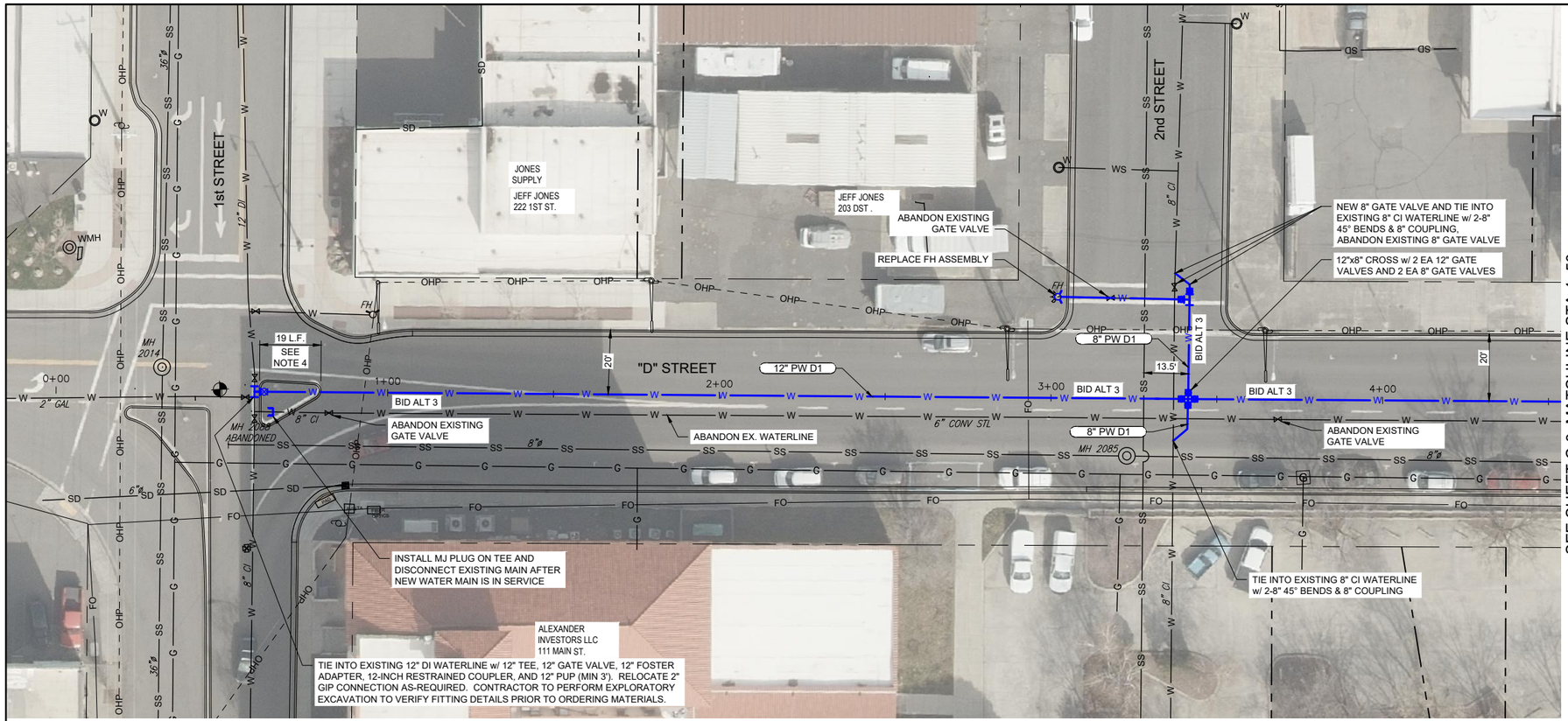
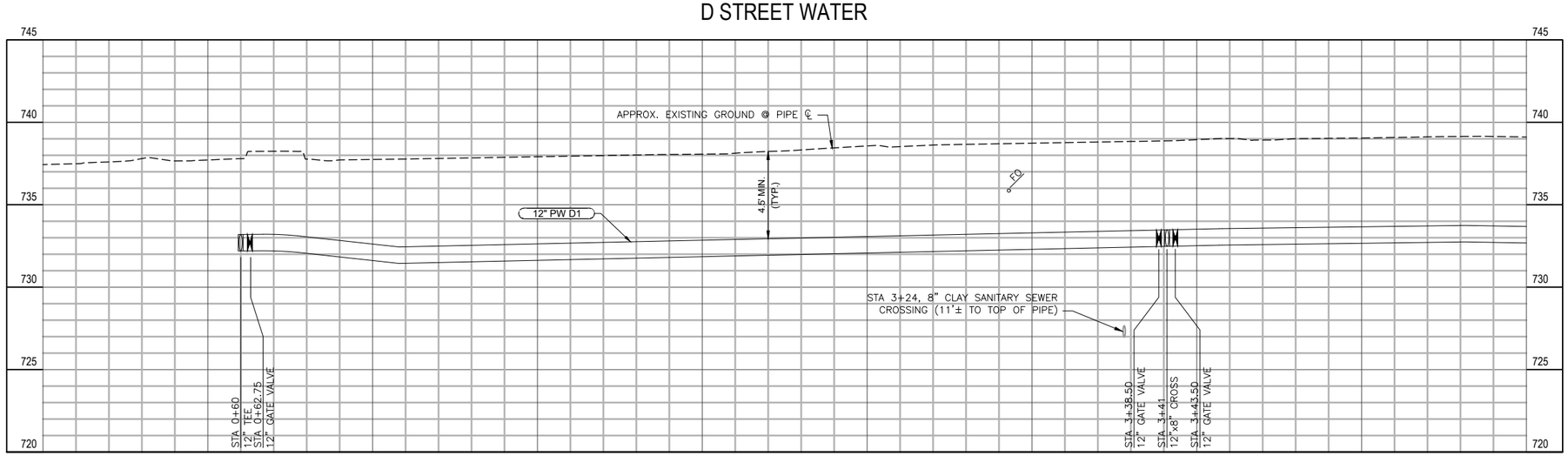


NORTH

SCALE
HORIZONTAL= 1"=20'
VERTICAL = 1"=10'

D STREET WATER



NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL GENERAL CONSTRUCTION NOTES ON SHEET G-2.
2. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL.
3. CONTRACTOR SHALL FIELD VERIFY ALL INVERTS AND DISTANCE SHOWN ON THE DRAWINGS PRIOR TO ORDERING MATERIAL.
4. CONTRACTOR TO REPAIR EXISTING MEDIAN INCLUDING CURB & GUTTER AND RESTORATION OF GRAVEL AND/OR ASPHALT.

811 Know what's below. Call before you dig.

SCALE BAR BASED ON 24x36 ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
"D" STREET PLAN AND PROFILE
STA 0+00 TO STA 4+50

PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-2
DOCUMENT PAGE 71 OF 87

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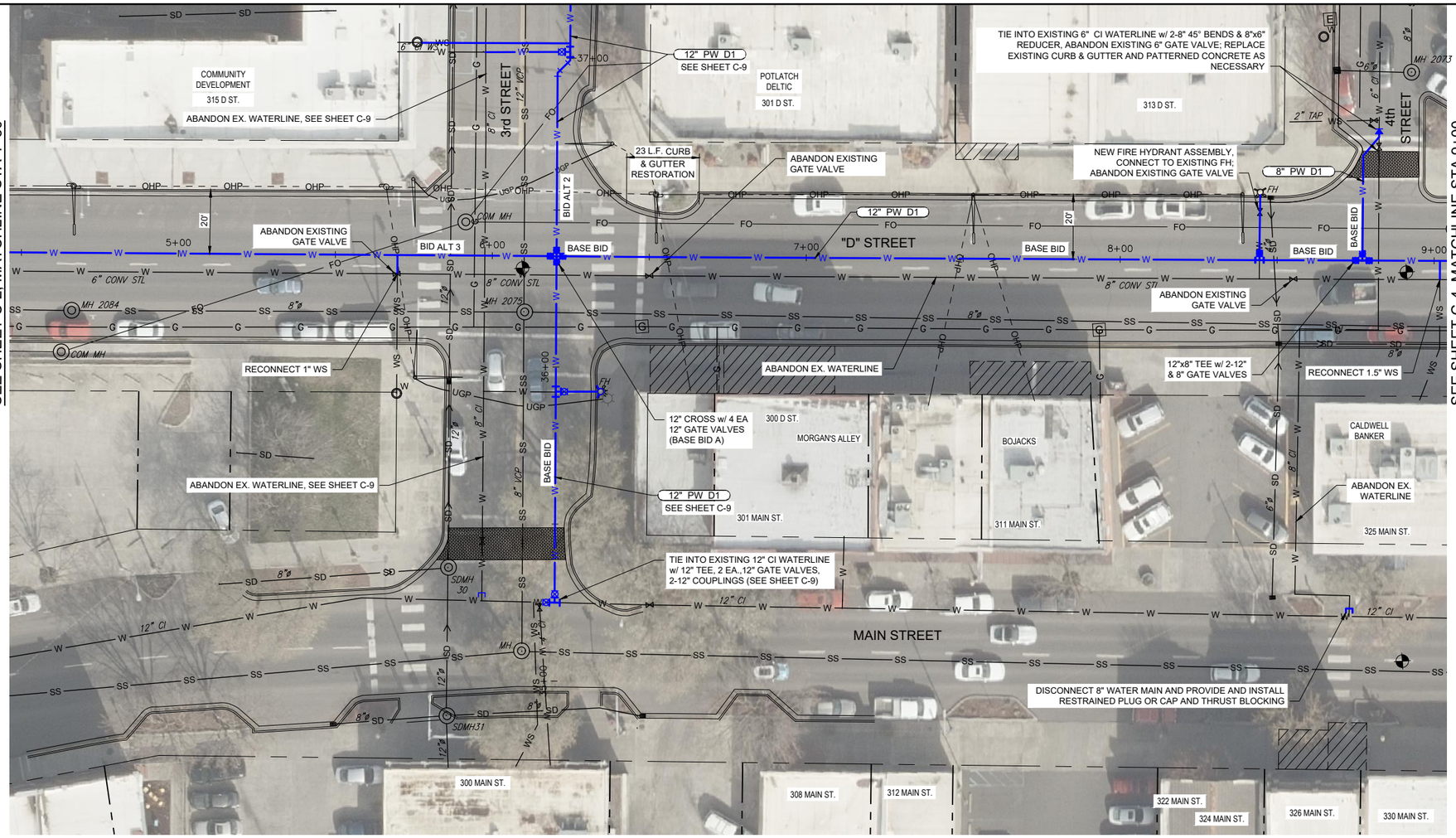
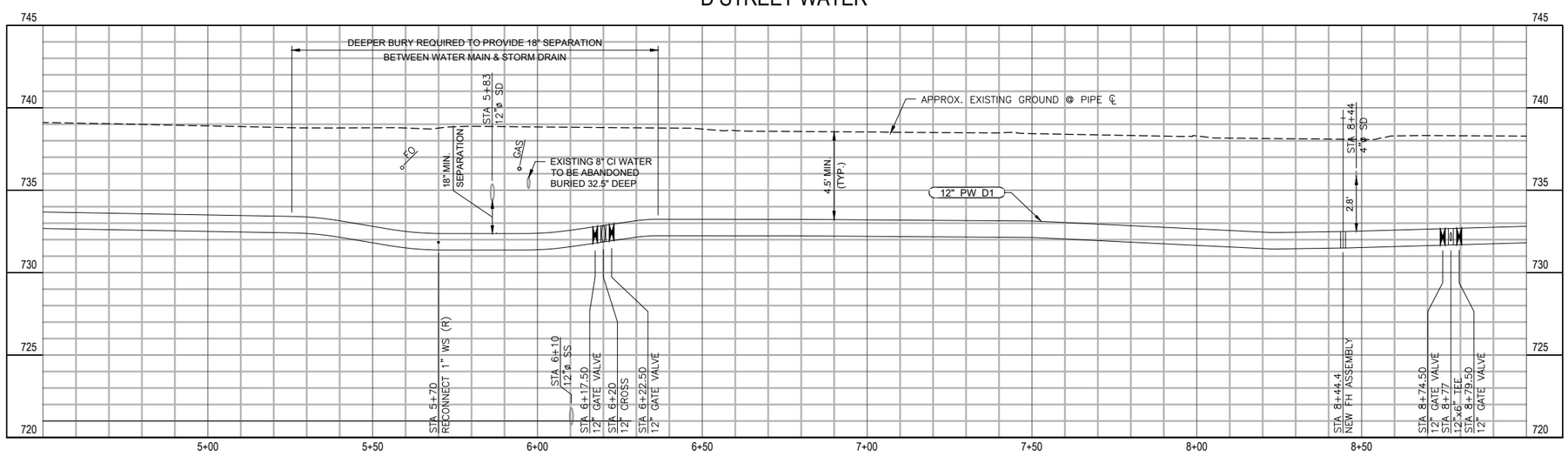


NORTH

SCALE
HORIZONTAL= 1"=20'
VERTICAL = 1"=10'

D STREET WATER



NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL GENERAL CONSTRUCTION NOTES ON SHEET G-2.
2. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL.
3. CONTRACTOR SHALL FIELD VERIFY ALL INVERTS AND DISTANCE SHOWN ON THE DRAWINGS PRIOR TO ORDERING MATERIAL.

811 Know what's below. Call before you dig.

SCALE BAR BASED ON 22"x34" ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST DRAWING SCALE ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
"D" STREET PLAN AND PROFILE
STA 4+50 TO STA 9+00

PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PE STAMP

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-3
DOCUMENT PAGE 72 OF 87

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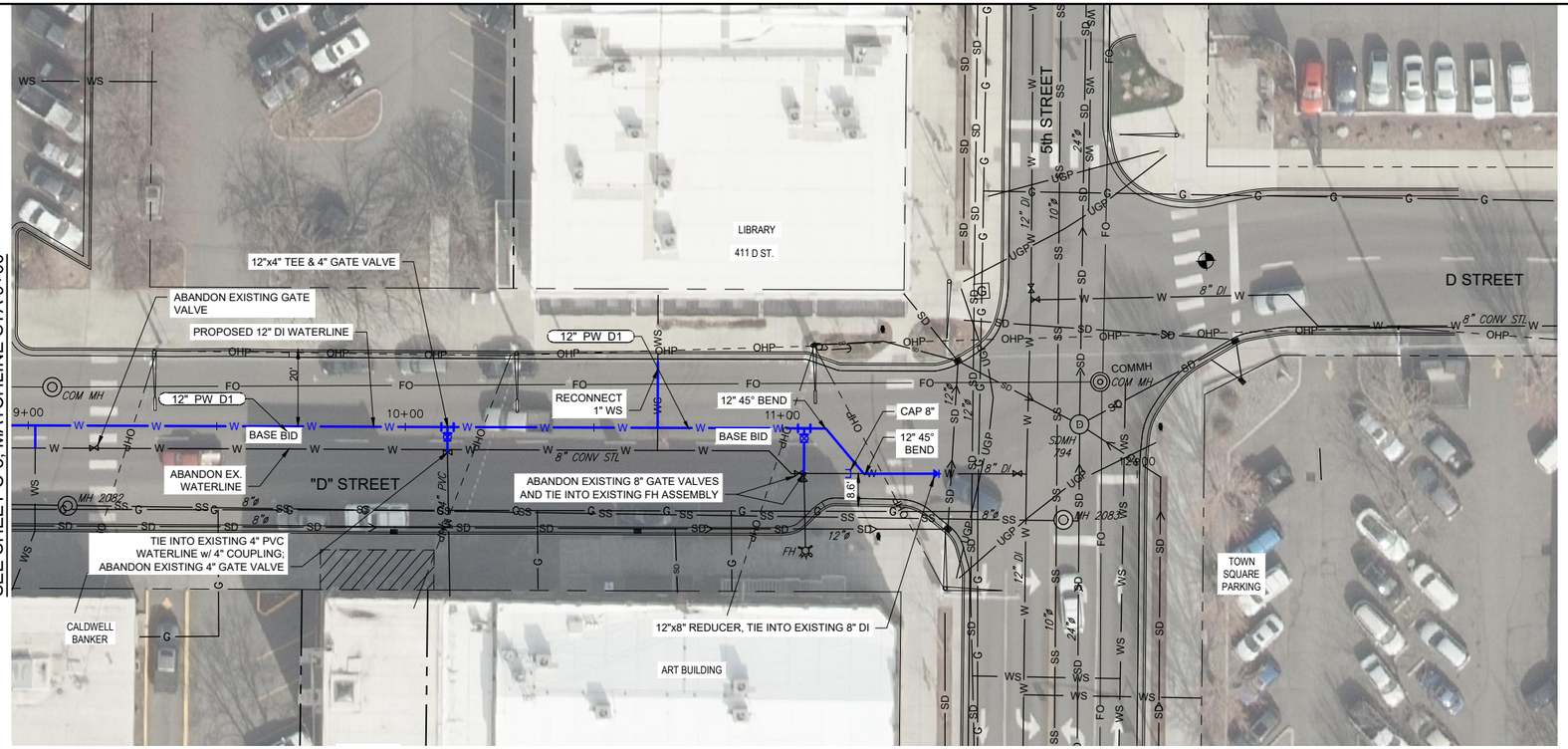
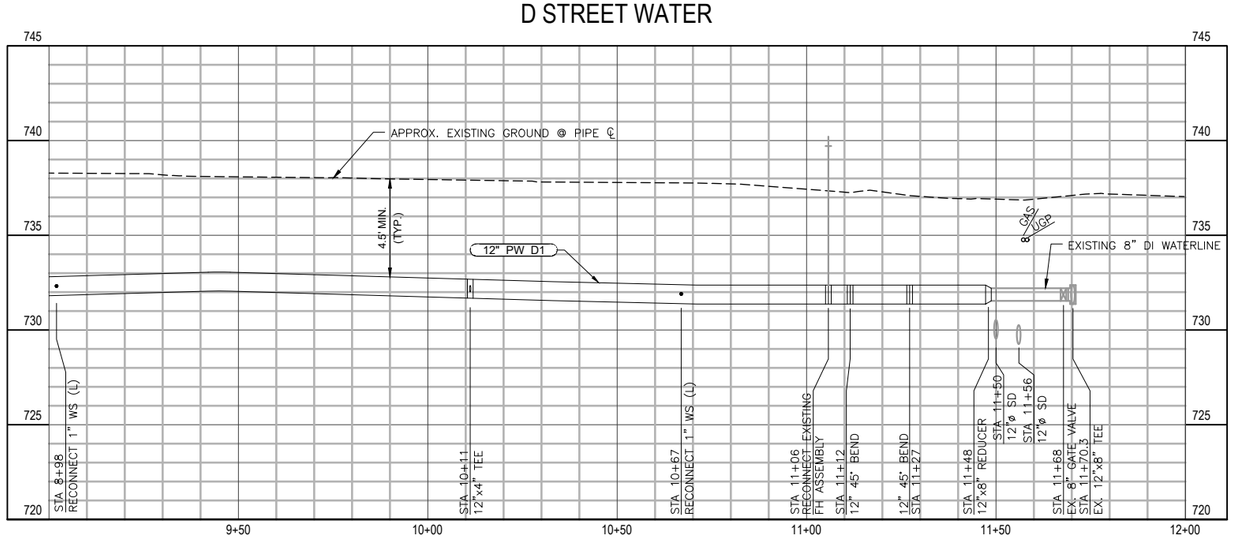
SEE SHEET C-3, MATCHLINE STA 9+00



NORTH

SCALE
HORIZONTAL= 1"=20'
VERTICAL = 1"=10'

D STREET WATER



NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL GENERAL CONSTRUCTION NOTES ON SHEET G-2.
2. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL.
3. CONTRACTOR SHALL FIELD VERIFY ALL INVERTS AND DISTANCE SHOWN ON THE DRAWINGS PRIOR TO ORDERING MATERIAL.

811 Know what's below. Call before you dig.

SCALE BAR BASED ON 24" X 36" ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
"D" STREET PLAN AND PROFILE
STA 9+00 TO STA 12+00

PROFESSIONAL ENGINEER LICENSED 16884 STATE OF IDAHO RYAN J. REHDER 12-11-24

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-4
DOCUMENT PAGE 73 OF 87

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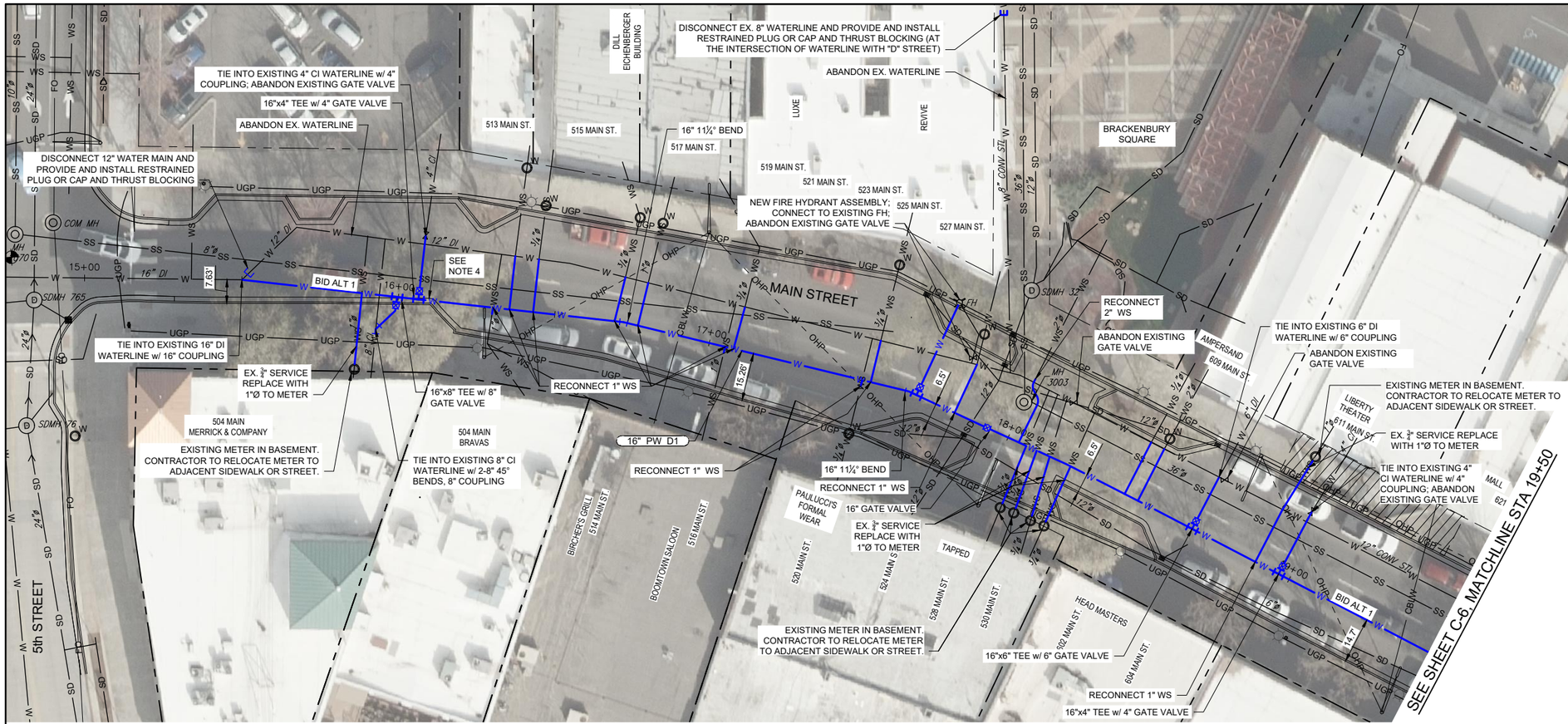
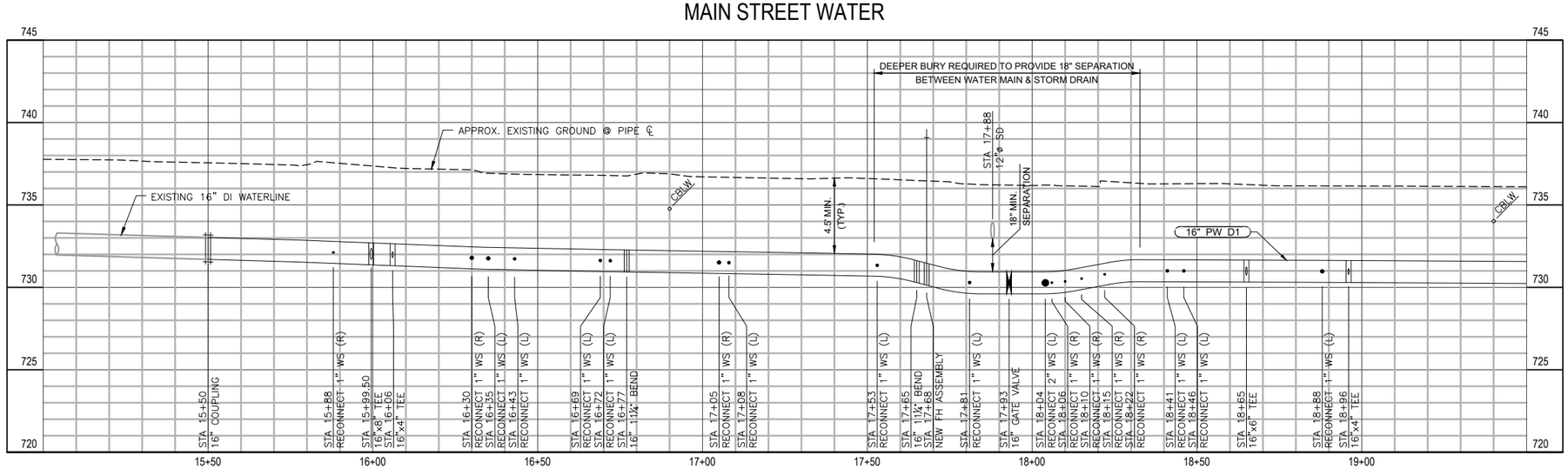


NORTH

SCALE
HORIZONTAL= 1"=20'
VERTICAL = 1"=10'

MAIN STREET WATER



NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL GENERAL CONSTRUCTION NOTES ON SHEET G-2.
2. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL.
3. CONTRACTOR SHALL FIELD VERIFY ALL INVERTS AND DISTANCE SHOWN ON THE DRAWINGS PRIOR TO ORDERING MATERIAL.
4. CONTRACTOR TO REPLACE APPROXIMATELY 12 L.F. CURB & GUTTER.

811 Know what's below. Call before you dig.

SCALE BAR BASED ON ORIGINAL DRAWING 0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
MAIN STREET PLAN AND PROFILE
STA 15+00 TO STA 19+50

PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-5
DOCUMENT PAGE 74 OF 87

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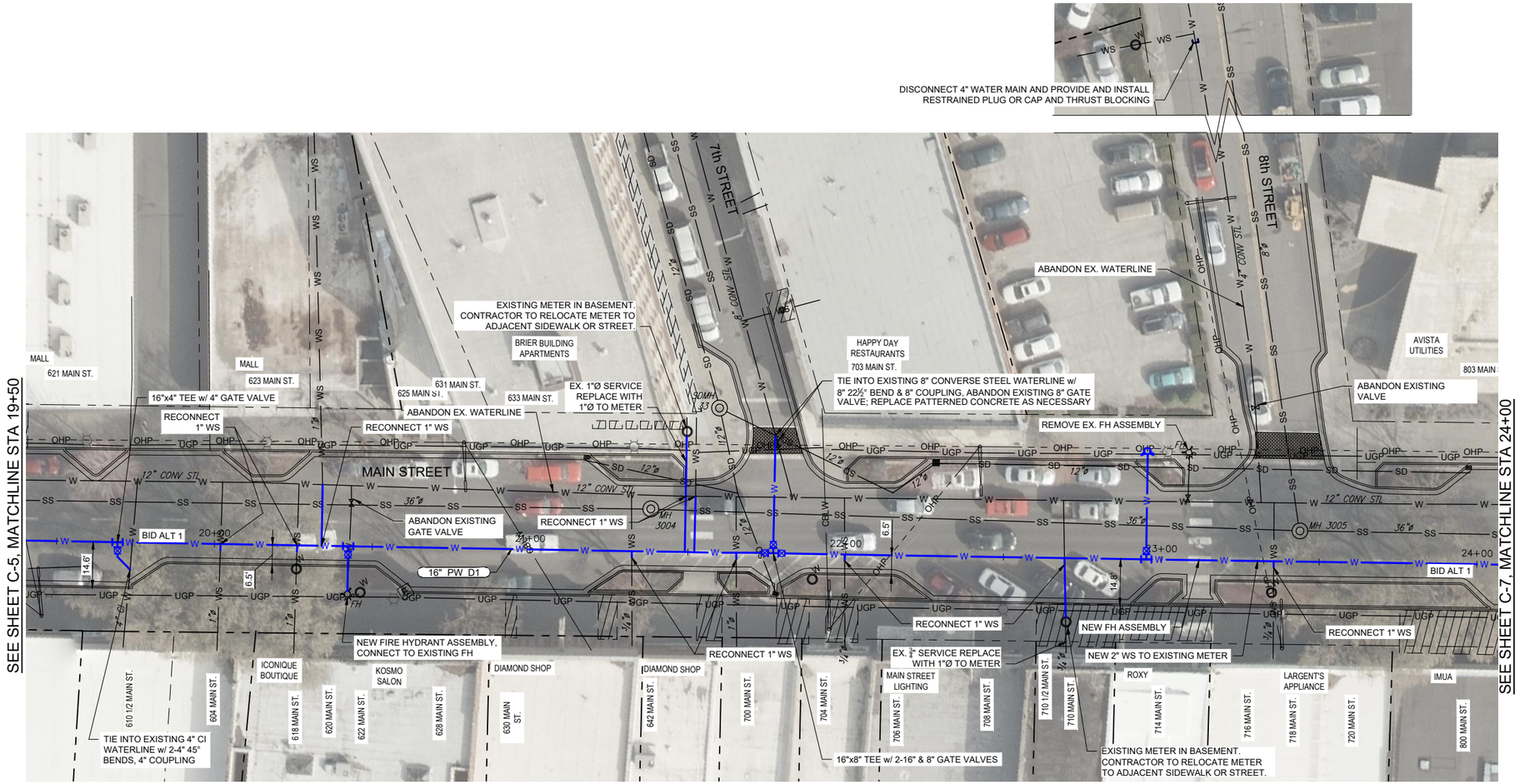
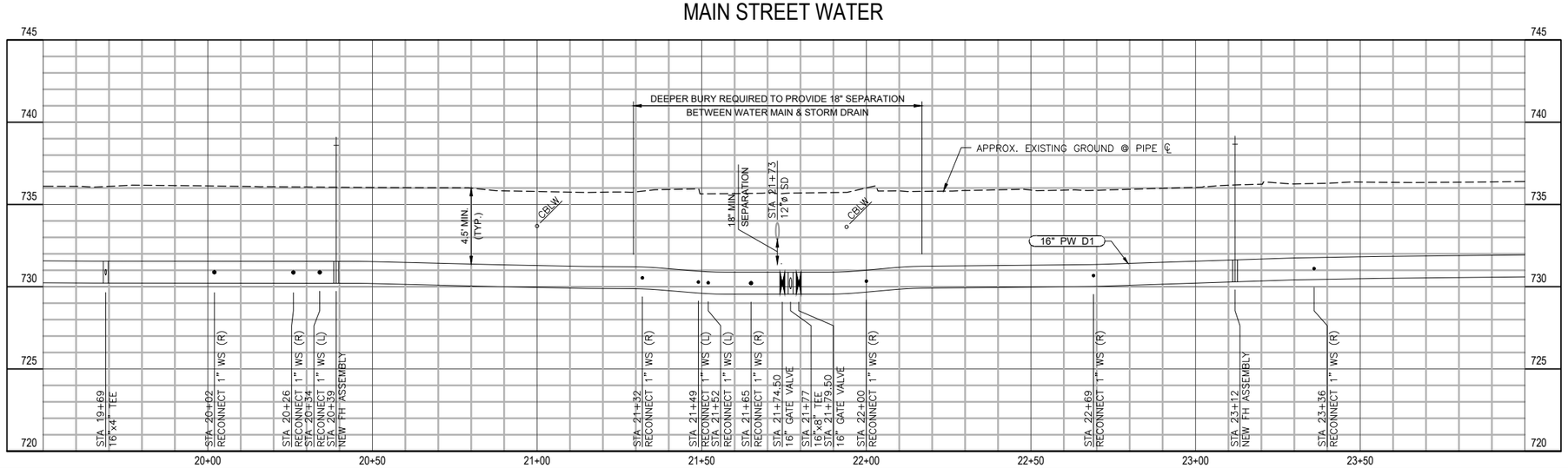


NORTH

SCALE
HORIZONTAL= 1"=20'
VERTICAL = 1"=10'

MAIN STREET WATER



NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL GENERAL CONSTRUCTION NOTES ON SHEET G-2.
2. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL.
3. CONTRACTOR SHALL FIELD VERIFY ALL INVERTS AND DISTANCE SHOWN ON THE DRAWINGS PRIOR TO ORDERING MATERIAL.

811 Know what's below. Call before you dig.

SCALE BAR BASED ON 22"x34" ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
MAIN STREET PLAN AND PROFILE
STA 19+50 TO STA 24+00

PROFESSIONAL ENGINEER LICENSED 16884 STATE OF IDAHO RYAN J. REHDER 12-11-24

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-6
DOCUMENT PAGE 75 OF 87

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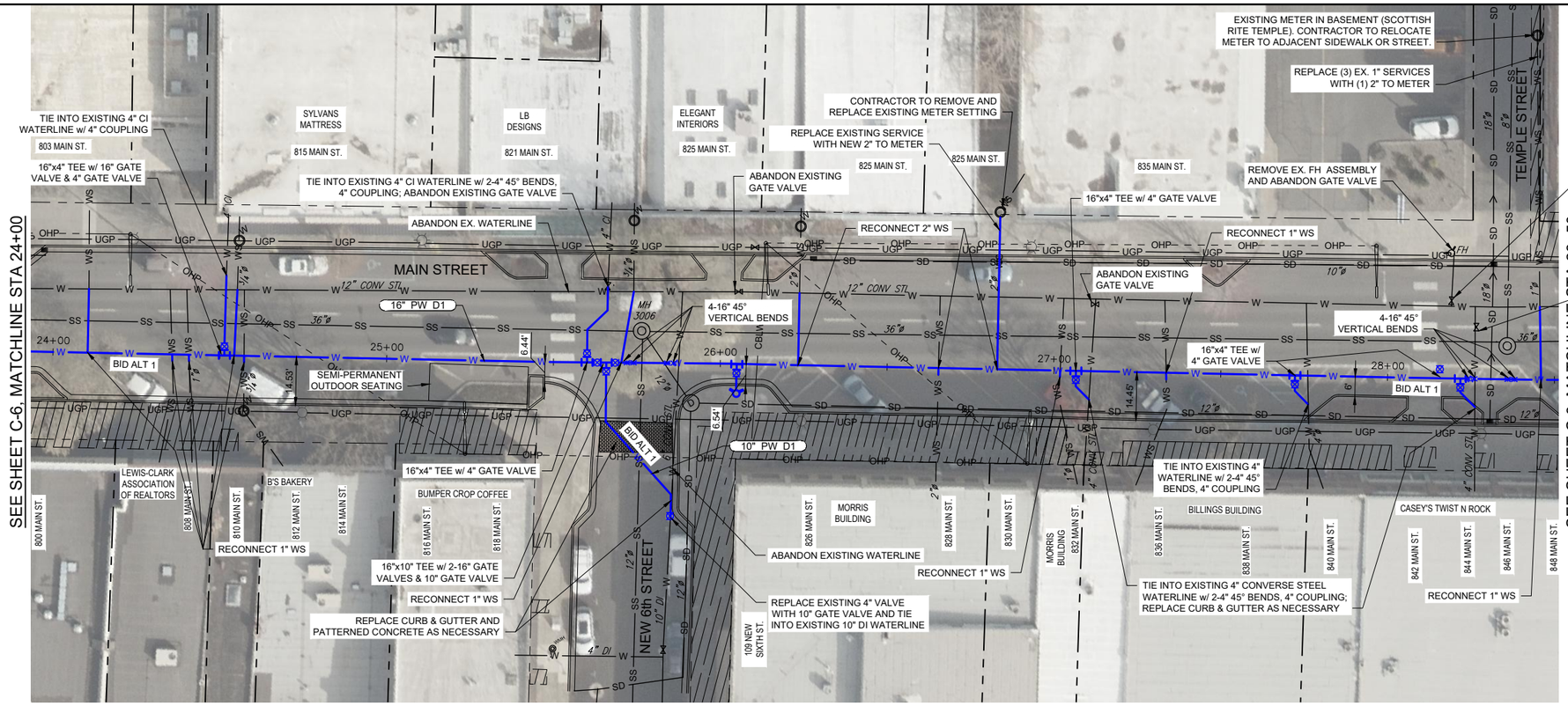
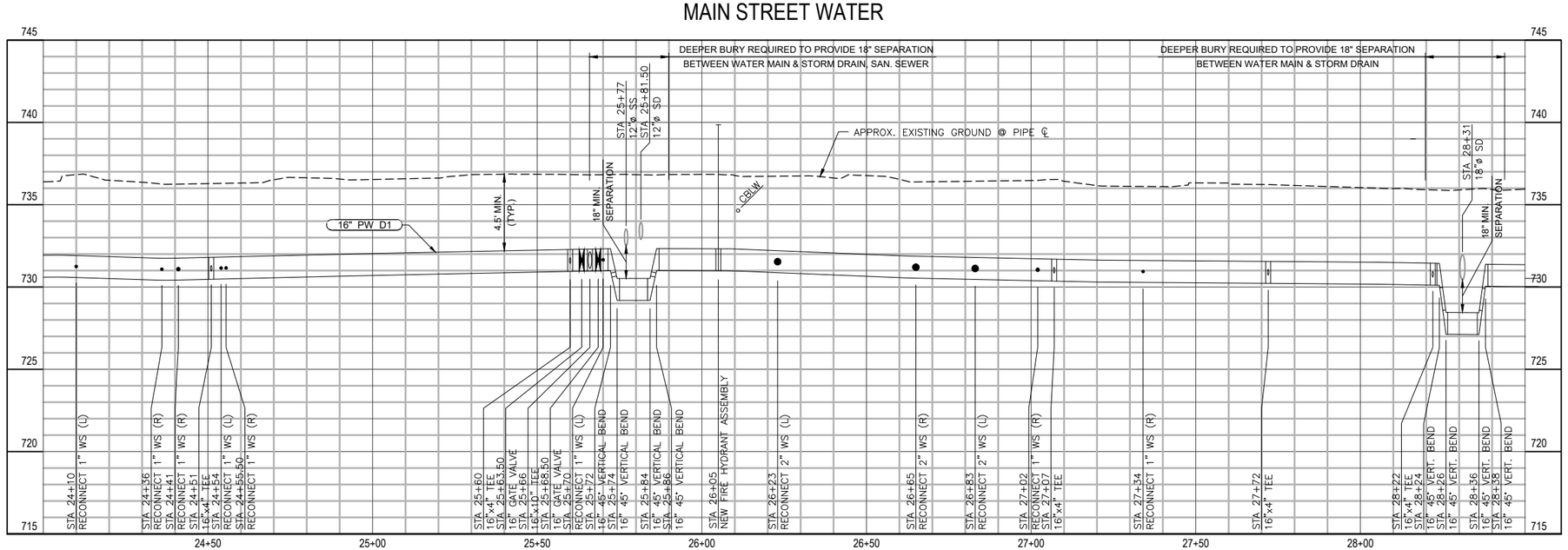


NORTH

SCALE
HORIZONTAL= 1"=20'
VERTICAL = 1"=10'

MAIN STREET WATER



NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL GENERAL CONSTRUCTION NOTES ON SHEET G-2.
2. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL.
3. CONTRACTOR SHALL FIELD VERIFY ALL INVERTS AND DISTANCE SHOWN ON THE DRAWINGS PRIOR TO ORDERING MATERIAL.

811 Know what's below. Call before you dig.

SCALE BAR BASED ON 24" X 36" ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK®

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
MAIN STREET PLAN AND PROFILE
STA 24+00 TO STA 28+50

PROFESSIONAL ENGINEER LICENSED 16884 STATE OF IDAHO RYAN J. REHDER 12-11-24

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-7
DOCUMENT PAGE 76 OF 87

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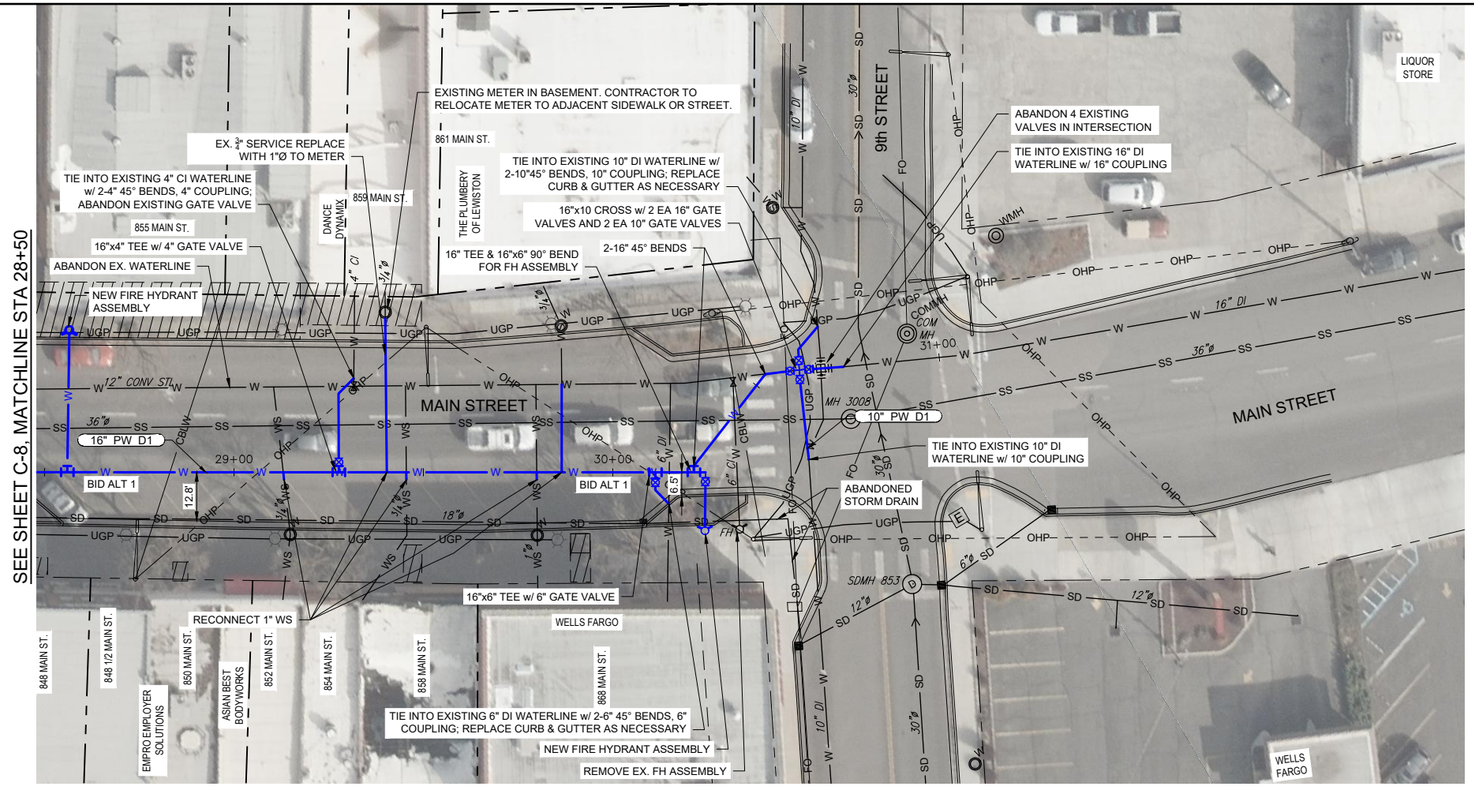
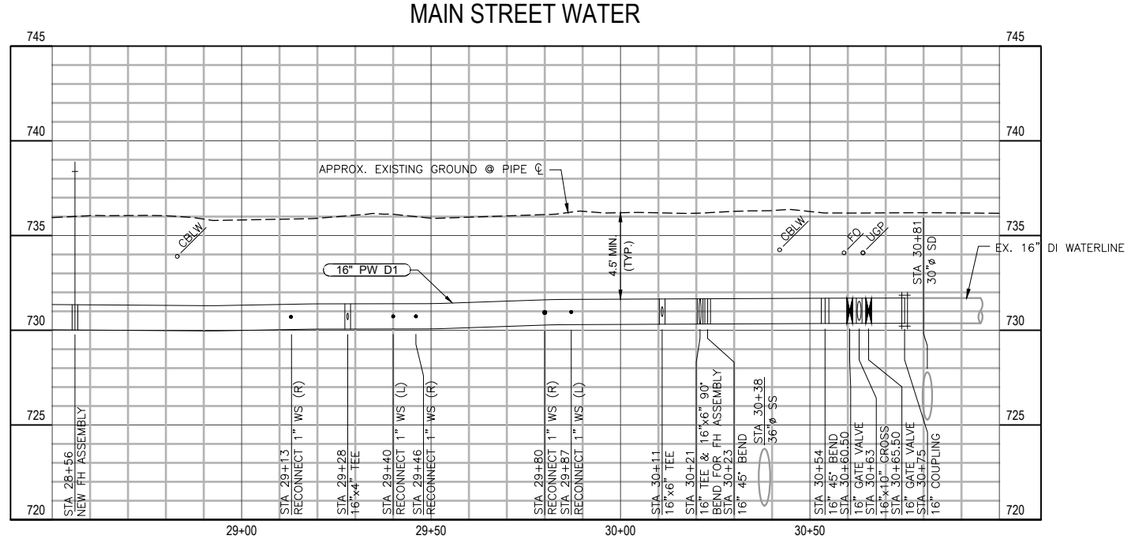


NORTH

SCALE
HORIZONTAL= 1"=20'
VERTICAL = 1"=10'

MAIN STREET WATER



NOTES:

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2. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL.
3. CONTRACTOR SHALL FIELD VERIFY ALL INVERTS AND DISTANCE SHOWN ON THE DRAWINGS PRIOR TO ORDERING MATERIAL.

811 Know what's below. Call before you dig.

SCALE BAR BASED ON 11x17 ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
MAIN STREET PLAN AND PROFILE
STA 28+50 TO STA 31+00

PROFESSIONAL ENGINEER LICENSED 16884 STATE OF IDAHO RYAN J. REHDER 12-11-24

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-8
DOCUMENT PAGE 77 OF 87

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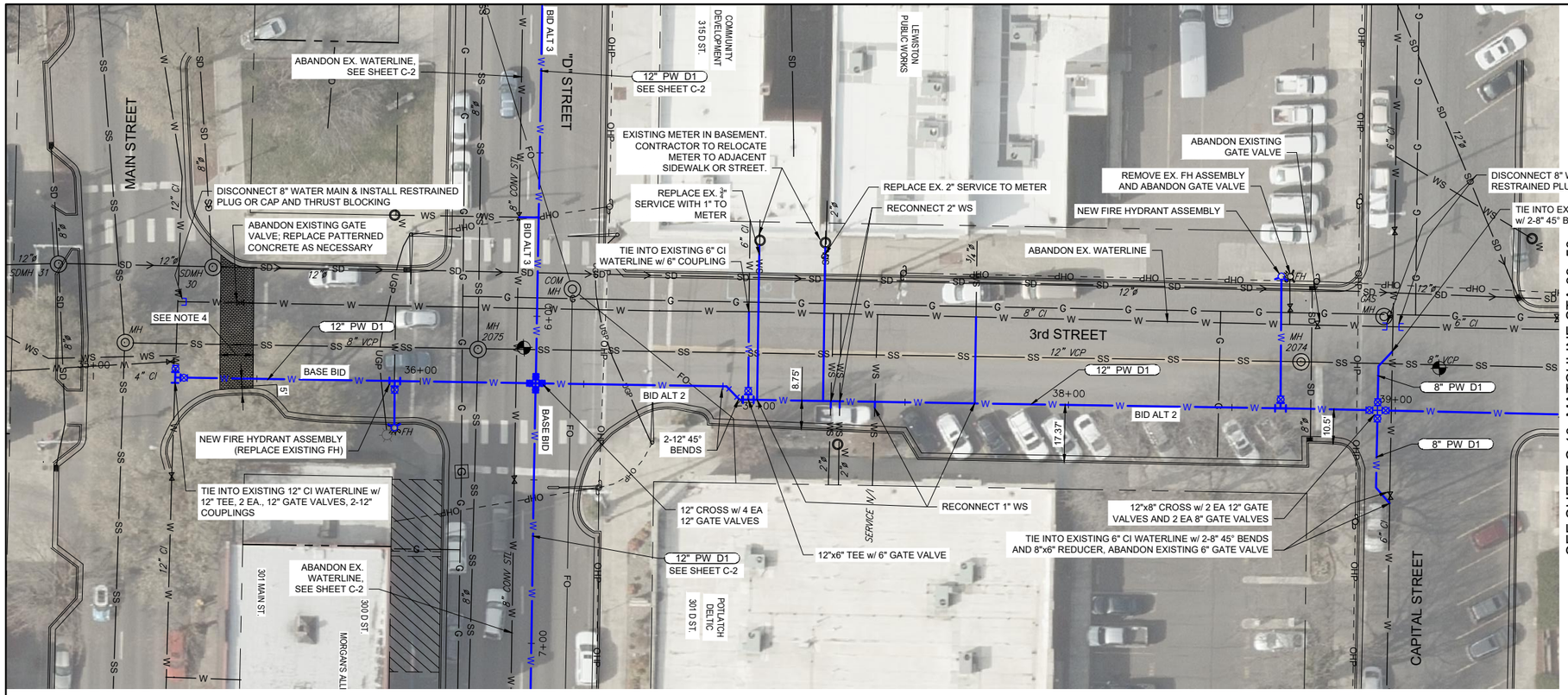

NORTH

SCALE
HORIZONTAL= 1"=20'
VERTICAL = 1"=10'

SCALE BAR BASED ON 11x17 INCH DRAWING
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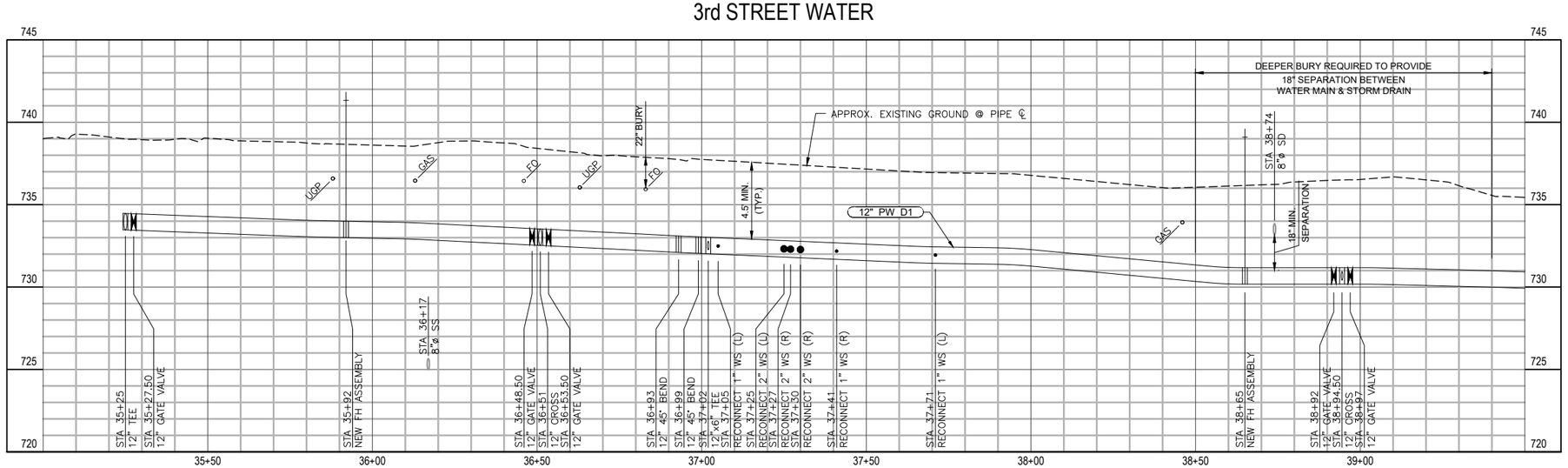
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

3rd STREET WATER



NOTES:

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2. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL.
3. CONTRACTOR SHALL FIELD VERIFY ALL INVERTS AND DISTANCE SHOWN ON THE DRAWINGS PRIOR TO ORDERING MATERIAL.
4. CONTRACTOR TO REPLACE APPROXIMATELY 10 L.F. PATTERNED CONCRETE.

811 Know what's below. Call before you dig.

MERRICK

REV	REVISION DESCRIPTION	DATE	CHND	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
3rd STREET PLAN AND PROFILE
STA 35+00 TO STA 39+50

PE STAMP
PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-9
DOCUMENT PAGE 78 OF 87

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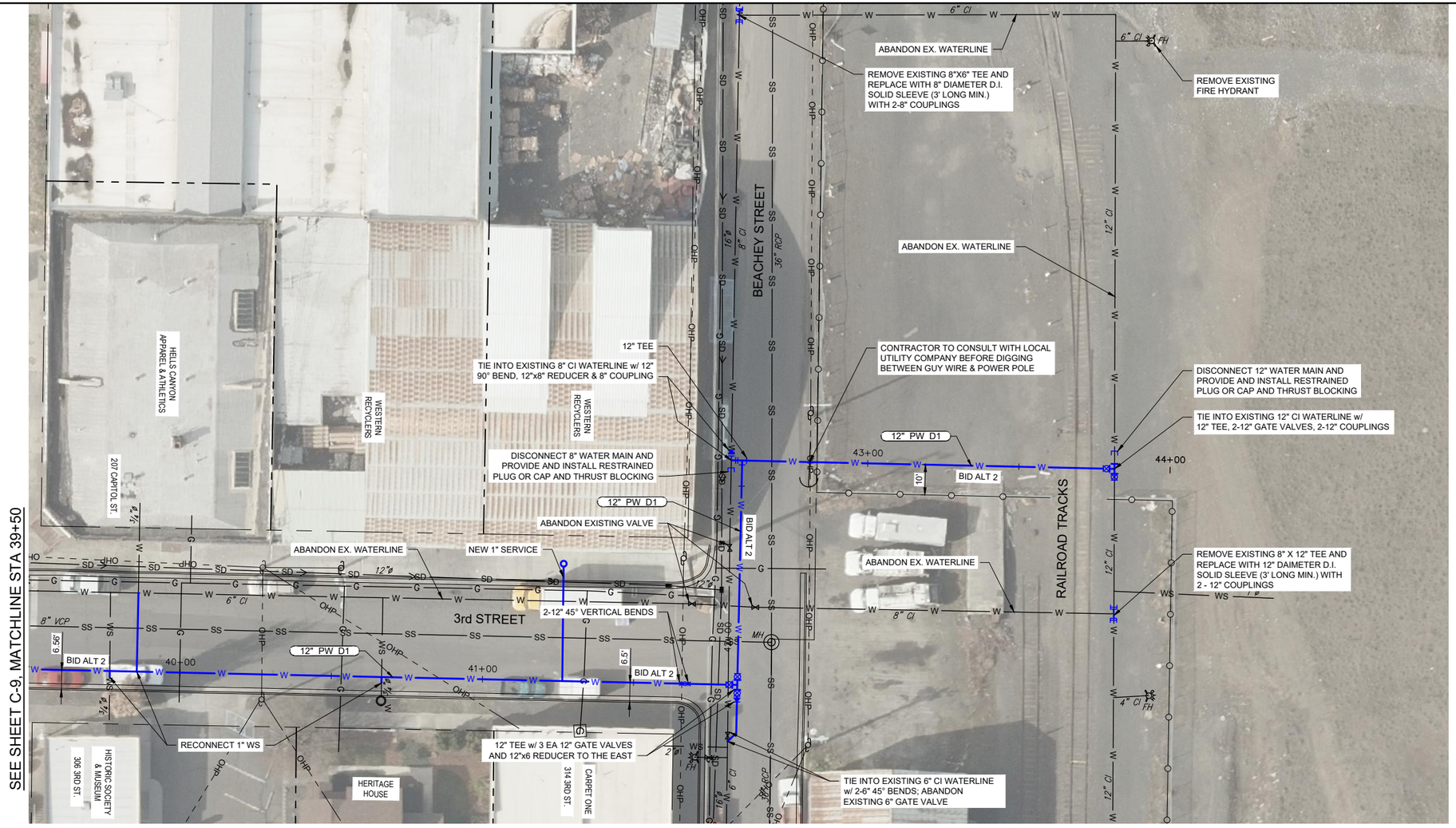
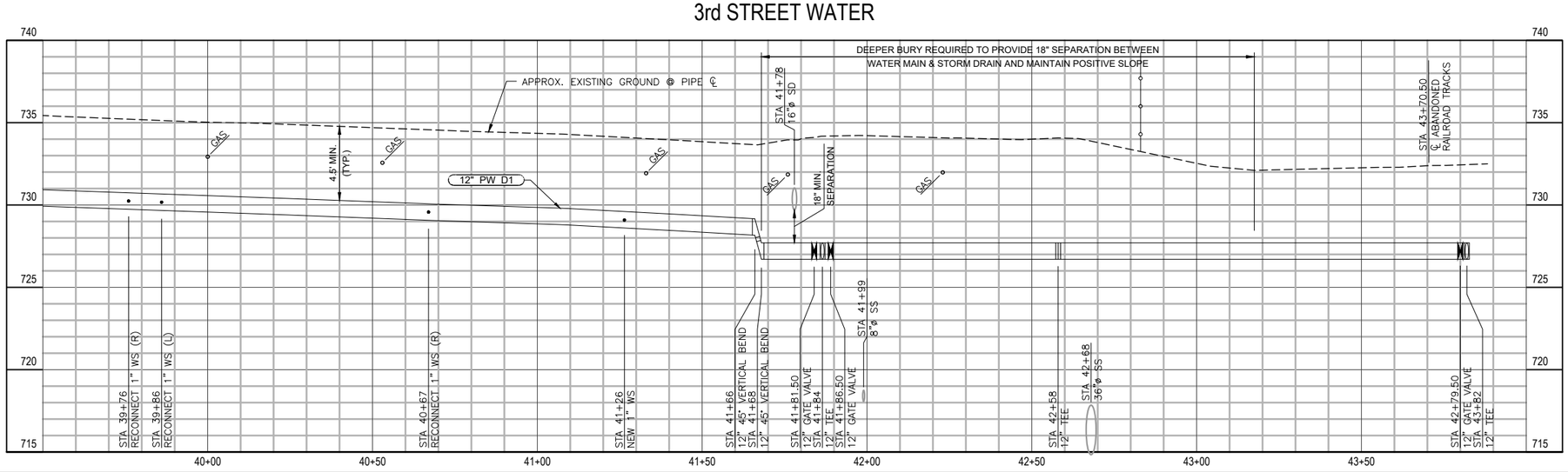


NORTH

SCALE
HORIZONTAL= 1"=20'
VERTICAL = 1"=10'

3rd STREET WATER



NOTES:

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2. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL.
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SCALE BAR BASED ON 11x17 ON ORIGINAL DRAWING 0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
3rd STREET PLAN AND PROFILE
STA 39+50 TO STA 43+50

PE STAMP
PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET C-10
DOCUMENT PAGE 79 OF 87

PRINTED ON 12/11/2024 3:27 PM
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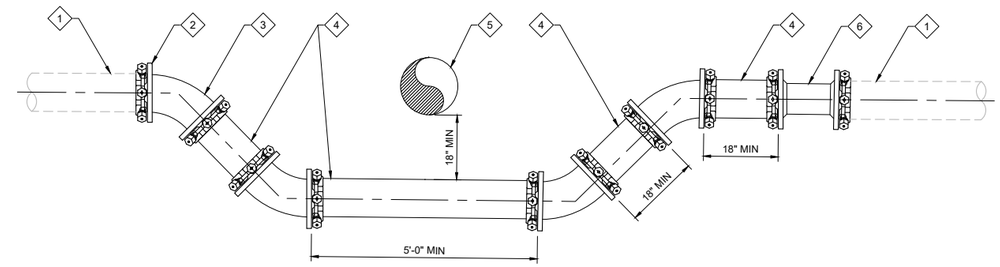


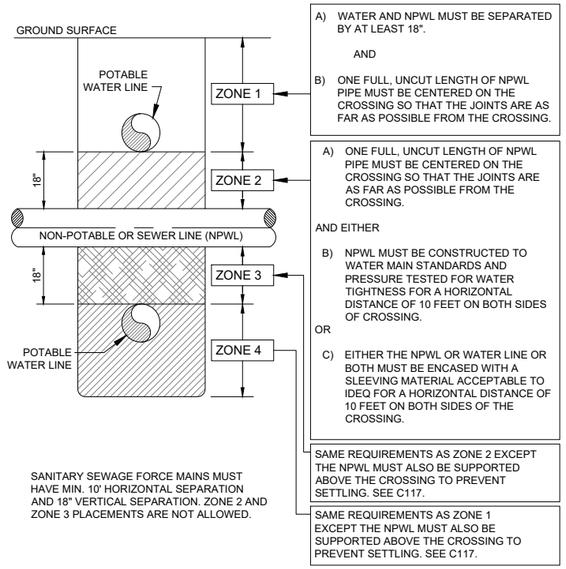
GENERAL NOTES

1. CONTRACTOR SHALL CONDUCT EXPLORATORY EXCAVATION (POTHOLING) ON ALL POTENTIAL UTILITY CONFLICT LOCATIONS IN ADVANCE OF WATERMAIN OR SERVICE LINE CONSTRUCTION. POTHOLING SHALL BE COMPLETED SUFFICIENTLY AHEAD OF WATERMAIN OR SERVICE LINE CONSTRUCTION TO ALLOW FOR ADJUSTMENTS TO WATERMAIN OR SERVICE LINE ROUTING IN ORDER TO MINIMIZE THE NEED FOR VERTICAL OR HORIZONTAL OFFSET FITTINGS. WHERE UTILITY CONFLICTS CANNOT REASONABLY BE AVOIDED THROUGH PIPE JOINT DEFLECTION, VERTICAL, HORIZONTAL, OR COMPOUND OFFSETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT DRAWINGS.

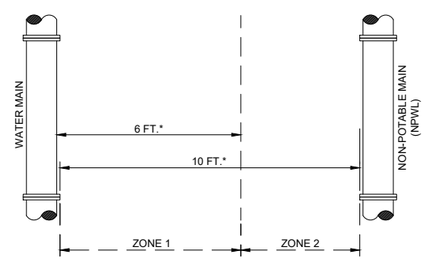
KEY NOTES (#)

1. EXISTING UTILITY. CONTRACTOR SHALL POTHOLE TO FIELD VERIFY MAIN ELEVATION, DIAMETER, AND MATERIAL PRIOR TO STARTING CONSTRUCTION AND NOTIFY ENGINEER OF FINDINGS.
2. FURNISH THRUST RESTRAINTS COMPATIBLE WITH EXISTING PIPE MATERIAL AT CONNECTIONS TO EXISTING PIPING.
3. DUCTILE IRON RESTRAINED 45° MJ BEND, PIPE TYPE D1, TYP OF 4.
4. DUCTILE IRON PE X PE SPOOL, PIPE TYPE D1.
5. NEW WATERLINE. REFER TO CIVIL SHEETS FOR INVERT ELEVATION.
6. DUCTILE IRON RESTRAINED MJ LONG SLEEVE, PIPE TYPE D1.

1 / - WATER MAIN OFFSET DETAIL
NOT TO SCALE



P100 / TYP — VERTICAL SEPARATION REQUIREMENTS
NOT TO SCALE



ZONE 1: NOT ALLOWED.

ZONE 2: A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES.

B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS.

AND C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL.

AND EITHER D) NPWL CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS.

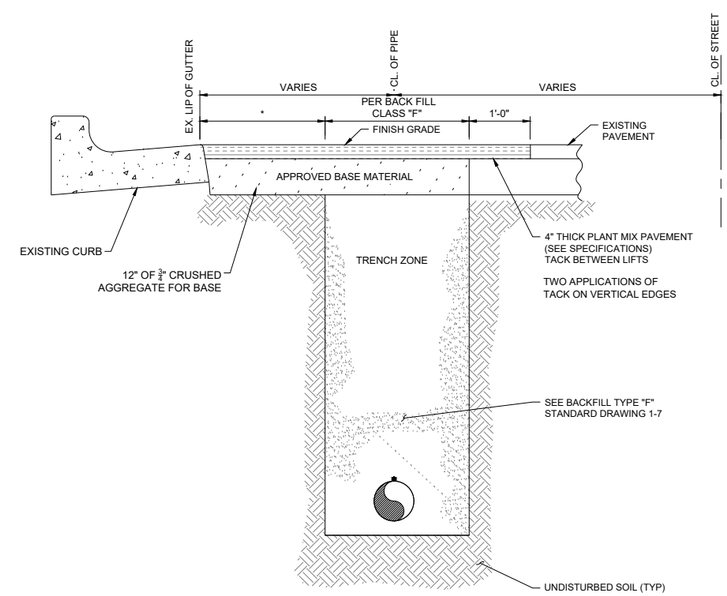
OR E) NPWL ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO IDEQ.

OR F) SITE SPECIFIC REQUIREMENTS APPROVED BY IDEQ.

NOTE:

*SANITARY SEWAGE FORCE MAINS MUST HAVE MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 1 AND ZONE 2 PLACEMENTS ARE NOT ALLOWED.

P101 / TYP — HORIZONTAL SEPARATION REQUIREMENTS
NOT TO SCALE



C115 / TYP — TYPICAL PAVEMENT SECTION
NOT TO SCALE

SCALE BAR BASED ON INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK®

REV	REVISION DESCRIPTION	DATE	CHND	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
TYPICAL DETAILS

RE STAMP
PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET TD-1
DOCUMENT PAGE 80 OF 87

PRINTED ON: 12/11/2024 3:28 PM
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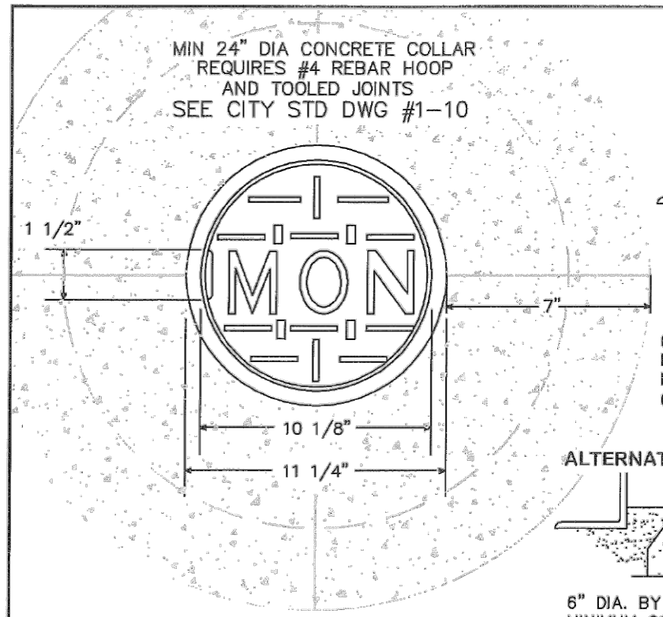
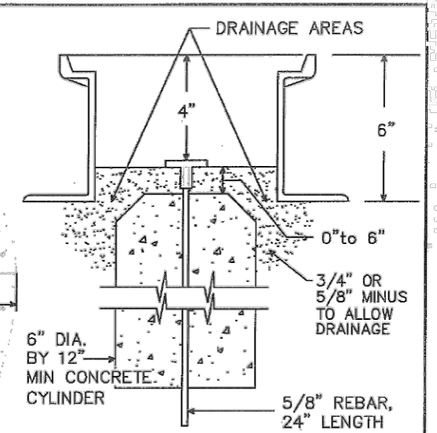
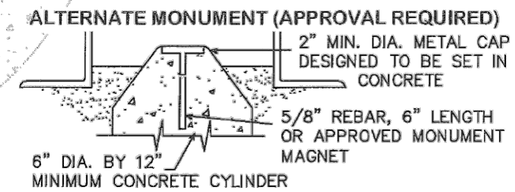
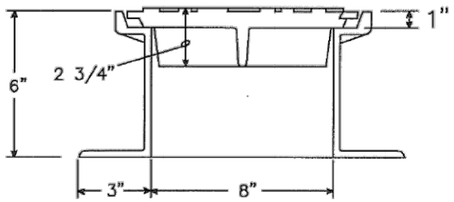


TOP VIEW- FRAME & COVER

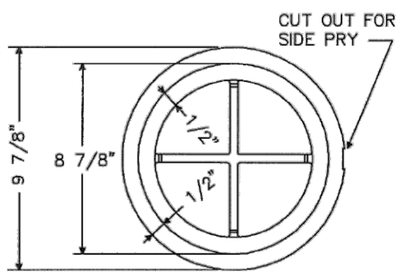


ALTERNATE MONUMENT (APPROVAL REQUIRED)





SECTION- FRAME & COVER



BOTTOM VIEW OF COVER

NOTES:

1. MONUMENT CASE SHALL BE D&L FOUNDRY MODEL NO. K-6524 OR APPROVED EQUAL. SEE CITY STD #1-10 FOR CONCRETE COLLAR INSTALLATION AND CASE HEIGHT ADJUSTMENTS.
2. MONUMENT INSTALLATION TO BE COMPLETED BY A LICENSED SURVEYOR.
3. MONUMENT SHALL CONSIST OF A METAL CAP ON A 5/8" DIAMETER BY 24" LONG DEFORMED STEEL BAR SET IN CONCRETE. THE CAP SHALL BE A METAL INSULATED REBAR CAP WITH 2" MINIMUM DIAMETER, BERNTSON ITEM #QSD5200, #RBD5325 OR APPROVED EQUAL. THE CAP SHALL BE STAMPED WITH THE PLS NUMBER AND PUNCHED TO SHOW THE TRUE POINT. A METAL CAP SET IN CONCRETE MAY BE USED WITH WRITTEN APPROVAL FROM THE CITY SURVEYOR.
4. IN NO CIRCUMSTANCE SHALL THE CONCRETE USED TO INSTALL THE CASE OR THE INTERNAL MONUMENT FILL THE BOTTOM OF THE MONUMENT CASE AND PREVENT DRAINAGE OF THE CASE.
5. MONUMENTS SHALL BE SET AT ALL STREET CENTERLINE PC, PT, AND INTERSECTION POINTS. MONUMENTS SHALL BE SET AT THE CENTER POINT OF STANDARD CUL-DE-SACS. ADDITIONAL MONUMENTS SHALL BE SET IN OFFSET CUL-DE-SACS AT THE INTERSECTION OF THE STREET CENTERLINE WITH THE OFFSET CENTERLINE.

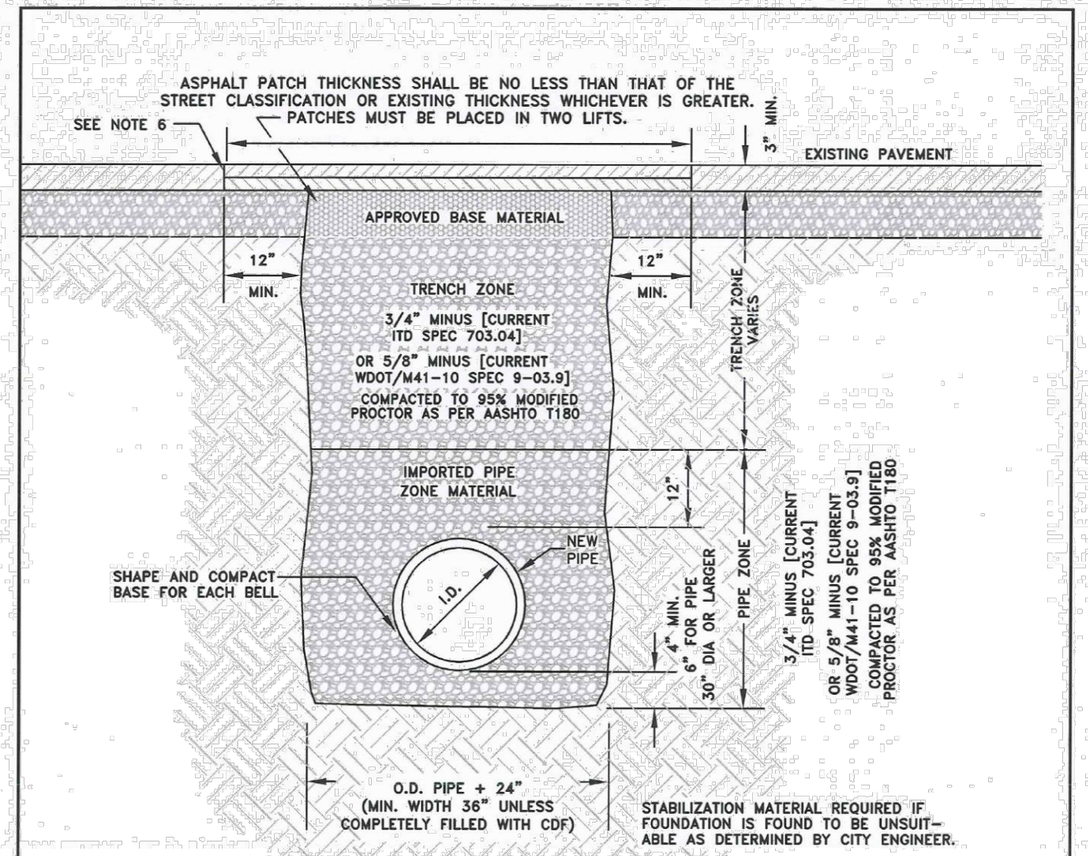
CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

STREET MONUMENT WITH
FRAME & COVER

City Engineer — Date 12/19/17

DWG. NO. 1-3

...\Current Stds\1-General Standards\Street Monument.dwg



NOTES:

1. CONTRACTOR SHALL COMPLY WITH THE MOST CURRENT OSHA REQUIREMENTS FOR EXCAVATIONS.
2. ALL TRENCHES EXCAVATED WITHIN EXISTING PAVED STREETS SHALL BE BACKFILLED AND SURFACED THE SAME DAY WITH A 2" THICK COMPACTED COLD MIX ASPHALT PATCH (SMOOTH) – TO BE REPLACED WITH THE CITY'S STANDARD HOT MIX ASPHALT SURFACING AS SOON AS SCHEDULING ALLOWS; UNLESS SPECIFICALLY APPROVED OTHERWISE BY THE CITY ENGINEER.
3. THE NEW ASPHALT PATCH SHALL MATCH THE EXISTING PAVEMENT GRADE. ACROSS THE WIDTH OF THE TRENCH THE NEW SURFACE SHALL BE FLUSH OR UP TO 1/4" ABOVE THE EXISTING PAVEMENT GRADE.
4. EXISTING PAVEMENT SHALL BE SAWCUT FULL DEPTH AND IN CONTINUOUS, STRAIGHT LINES. BROKEN EDGES WILL NOT BE ALLOWED. PAVEMENT CUTS SHALL BE 'TACKED' IMMEDIATELY PRIOR TO INSTALLATION OF THE HOT MIX PATCH.
5. AFTER BACKFILLING TRENCH REMOVE ALL BROKEN OR LOOSE ASPHALT OR CONCRETE BEYOND IN THE INITIAL TRENCH.
6. PATCH CANNOT OVERLAP ANOTHER PARALLEL PATCH AND CANNOT LEAVE EXISTING ASPHALT LESS THAN 36" WIDE.
7. JOINTS TO BE TACKED AND SANDED WITH EMULSIFIED TACK.
8. ANY ALTERATIONS TO THIS STANDARD MUST HAVE WRITTEN APPROVAL BY CITY ENGINEER.

CLASS 'F' 'EXISTING STREETS BACKFILL SHALL BE USED IN AREAS WHERE ASPHALT PAVEMENT CONCRETE CURB, SIDEWALK, DRIVEWAY, GRAVEL SURFACING WILL BE REPLACED.

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

BACKFILL-
CLASS 'F'

APPROVED FOR PUBLICATION
City Engineer — Date 3/5/13

DWG. NO. 1-7

...\Current Stds\1-General\BackFill__ClassF.dwg

SCALE BAR BASED ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
TYPICAL DETAILS

PROFESSIONAL ENGINEER LICENSED 16884 STATE OF IDAHO RYAN J. REHDER 12-11-24

PE STAMP

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET TD-2
DOCUMENT PAGE 81 OF 87

PRINTED ON 12/11/2024 3:28 PM

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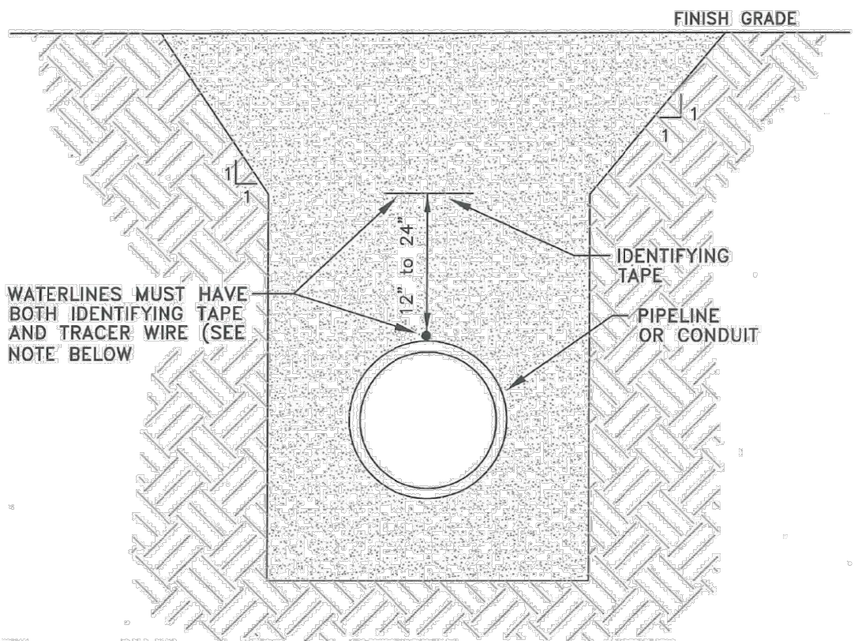


TYPE	COLOR	SIZE	DETECTABLE	IMPRINT
WATER	BLUE	3"	NO	CAUTION BURIED WATER LINE BELOW

NO. 12 AWG. COPPER TRACER WIRE INSULATED WITH 30 MIL OF HIGH DENSITY POLYETHYLENE (HDPE) CLASSIFIED AS HIGH MOLECULAR WEIGHT POLYETHYLENE (HMWPE) IN 500 FT REELS. WIRE SHALL BE ATTACHED TO WATERLINE AT INTERVALS NOT TO EXCEED 15 FT SEPARATION.

ALL SPLICES SHALL BE 3M DIRECT BURY SPLICE KIT DBR/Y-6 AND CONTRACTOR SHALL CONDUCT A CONDUCTIVITY TEST ON ALL LOCATING WIRE SPLICES.

TYPE	COLOR	SIZE	DETECTABLE	IMPRINT
STORM SEWER	GREEN	3"	NO	CAUTION BURIED STORM SEWER LINE BELOW
SANITARY SEWER	GREEN	3"	NO	CAUTION BURIED SEWER LINE BELOW
GAS	YELLOW	3"	NO	CAUTION BURIED GAS LINE BELOW
CABLE	ORANGE	3"	NO	CAUTION BURIED CABLE LINE BELOW
ELECTRICAL	RED	3"	NO	CAUTION BURIED ELECTRIC LINE BELOW

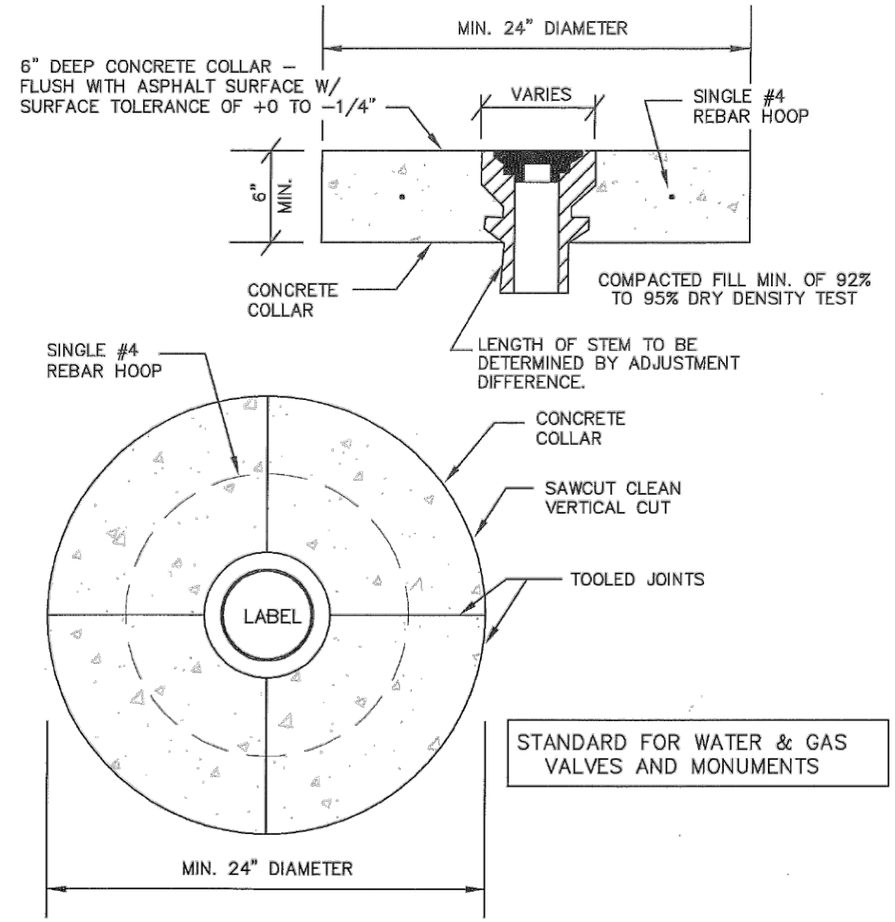
...\Current Stds\1-General\Identifying Tape.dwg

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

IDENTIFYING TAPE DETAIL

APPROVED FOR PUBLICATION 2/11/16
City Engineer Date

DWG. NO. 1-8



STANDARD FOR WATER & GAS VALVES AND MONUMENTS

NOTES:

1.) A CIRCULAR–SHAPED CONCRETE COLLAR IS REQUIRED ON ALL INSTALLATIONS; IN BOTH PAVED OR UNIMPROVED AREAS. INSTALL A 6" THICK CONCRETE COLLAR THAT SHALL BE FLUSH WITH THE ASPHALT SURFACE WITH A SURFACE TOLERANCE OF +0 TO –1/4".

2.) CONCRETE SHALL BE 3,000 PSI MIN. AT 28 DAYS, WATER/CEMENT RATIO SHALL BE 0.5, 3" MAX. SLUMP AND 3% TO 6% ENTRAINED AIR WITH ONE #4 REBAR HOOP. FIBER–REINFORCED CONCRETE (ADDED PER MANUFACTURER'S RECOMMENDATIONS) MAY BE USED IN LIEU OF #4 REBAR.

3.) ALL EDGES WILL BE SEALED WITH CSSI OR APPROVED EQUAL; ALL TOP EDGES WILL BE TACKED AND SAND SEALED.

4.) UTILITY FRAMES AND LIDS ARE PREFERRED OUTSIDE OF WHEEL PATH, WHERE POSSIBLE.

...Current Stds\1-General\Adjust Utilities.dwg

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

WATER & GAS VALVES, AND MONUMENTS ADJUST UTILITIES

APPROVED FOR PUBLICATION 12/19/17
City Engineer Date

DWG. NO. 1-10

SCALE BAR BASED ON INCH ON ORIGINAL DRAWING
0 1
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MERRICK

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APPROVED BY: SH

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CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
TYPICAL DETAILS

PE STAMP
PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET TD-3
DOCUMENT PAGE 82 OF 87

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GENERAL NOTES FOR ALL TYPES OF CURB AND GUTTER

1. SECURE A PERMIT FOR CONSTRUCTION, BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.
2. GRADE, ALIGNMENT AND CURB TYPE SHALL BE AS APPROVED BY THE CITY ENGINEER.
3. ALIGNMENT AND GRADE STAKED TO LIP OF GUTTER (LIP) SHALL BE ESTABLISHED OR APPROVED BY THE CITY ENGINEER.
4. THE TOLERANCE FOR FINISHED CURB AND GUTTER –
   MAX. VARIATION OF SURFACE FLATNESS: 1/4 INCH IN 10 FEET
   MAX. VARIATION FROM TRUE POSITION (DESIGN GRADE): 1/2 INCH
5. BASE MATERIAL SHALL BE 4" OF 3/4 INCH MINUS [CURRENT ITD SPEC 703.04] OR 5/8 INCH MINUS [CURRENT WDOT/M41-10 SPEC 9-03.9] CRUSHED AGGREGATE BASE MATERIAL COMPACTED TO 95% MAXIMUM DENSITY AS DETERMINED BY MODIFIED PROCTOR AS PER AASHTO T180. ALL FILL OR BACKFILL AREAS SHALL BE PLACED IN 6" TO 8" MAXIMUM LIFTS. IN AREAS OF SMALL PROJECTS, LIMITED HEAVY TRUCK TRAFFIC OR WHERE COMPACTION EQUIPMENT HAS LIMITED ACCESS A REDUCED % COMPACTION MAY BE ALLOWED WITH WRITTEN APPROVAL FROM PUBLIC WORK DIRECTOR.
6. CONCRETE SHALL BE 3,000 PSI MINIMUM AT 28 DAYS, MAXIMUM WATER/CEMENT RATIO SHALL BE 0.5 (LB/LB), 5" MAX. SLUMP, AIR CONTENT (%) 6.5 ±1.5.
7. DUMMY JOINTS AT 10 FOOT INTERVALS AND AT CURB RADII, 3/4" TO 1" DEEP. CONSTRUCTION JOINTS LOCATIONS AS DIRECTED BY CITY ENGINEER. DIFFERENTIAL ELEVATION BETWEEN ADJACENT SECTIONS SHALL NOT EXCEED 1/4".
8. THE CONTRACTOR ARE REQUIRED BY THE PUBLIC WORKS DEPARTMENT TO MARK STUB-OUTS AND VALVES IN THE UNCURED CONCRETE.
9. THE CONTRACTOR OR OWNER SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT FOR INSPECTION AFTER THE FORMS ARE SET AND THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED NO LESS THAN 2 WORKING DAYS BEFORE PLACEMENT OF CONCRETE FOR A FINAL INSPECTION. FAILURE TO NOTIFY THE PUBLIC WORKS DEPARTMENT IS GROUNDS FOR REJECTION OF CURB AND GUTTER.
10. CONCRETE SURFACE TO HAVE A LIGHT BROOM FINISH PARALLEL WITH THE LENGTH OF THE CURB.
11. APPLY UNIFORM COAT OF REZ-SEAL OR APPROVED EQUIVALENT CURING COMPOUND TO EXPOSED CONCRETE IMMEDIATELY AFTER FINISHING..
12. ROLLED CURB AND GUTTER SHALL NOT BE USED:
    A. ON STREETS IN COMMERCIAL AND INDUSTRIAL ZONED AREAS.
    B. ON STREETS WITH LONGITUDINAL (LENGTHWISE) GRADES IN EXCESS OF 6%.
    C. ON ANY ARTERIAL OR COLLECTOR
    D. WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER.
    E. WHEN SIDEWALK IS LOCATED AT THE BACK OF CURB.

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

GENERAL NOTES FOR ALL TYPES OF CURB AND GUTTER

APPROVED FOR PUBLICATION
City Engineer — Date 2/24/13
DWG. NO. 2-6

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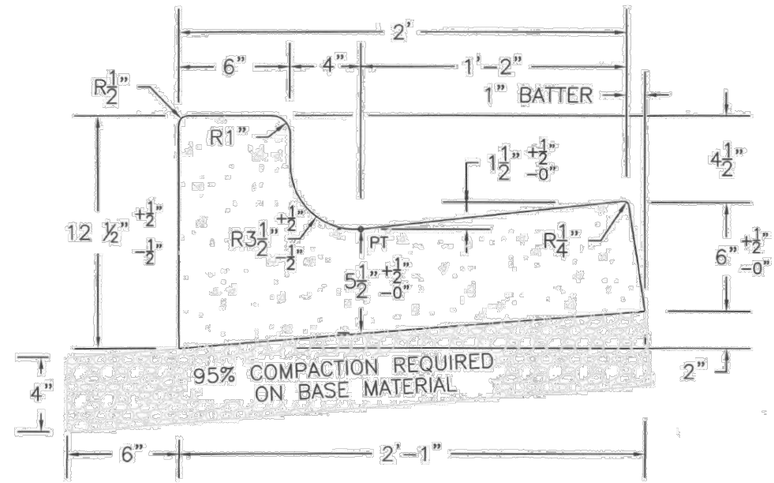
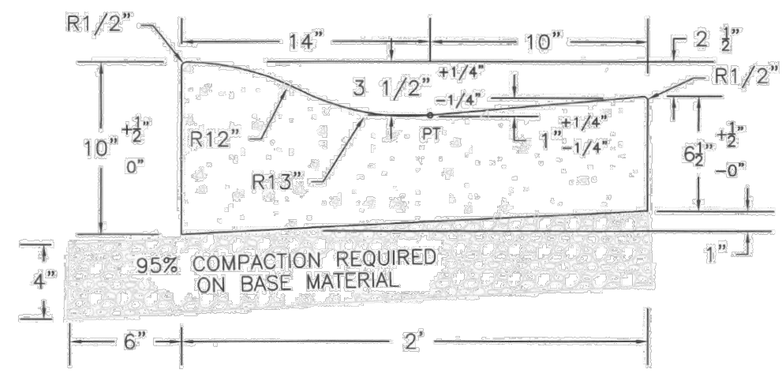


HIGH BACK CURB & GUTTER



ROLLED CURB & GUTTER

ALL TOLERANCES ARE ±1/4" UNLESS OTHERWISE NOTED

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

HIGH BACK CURB & GUTTER
ROLLED CURB & GUTTER

APPROVED FOR PUBLICATION
City Engineer — Date 2-5-09
DWG. NO. 2-7

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SCALE BAR BASED ON INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
TYPICAL DETAILS

PE STAMP
PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET TD-4
DOCUMENT PAGE 83 OF 87

PRINTED ON: 12/11/2024 3:29 PM
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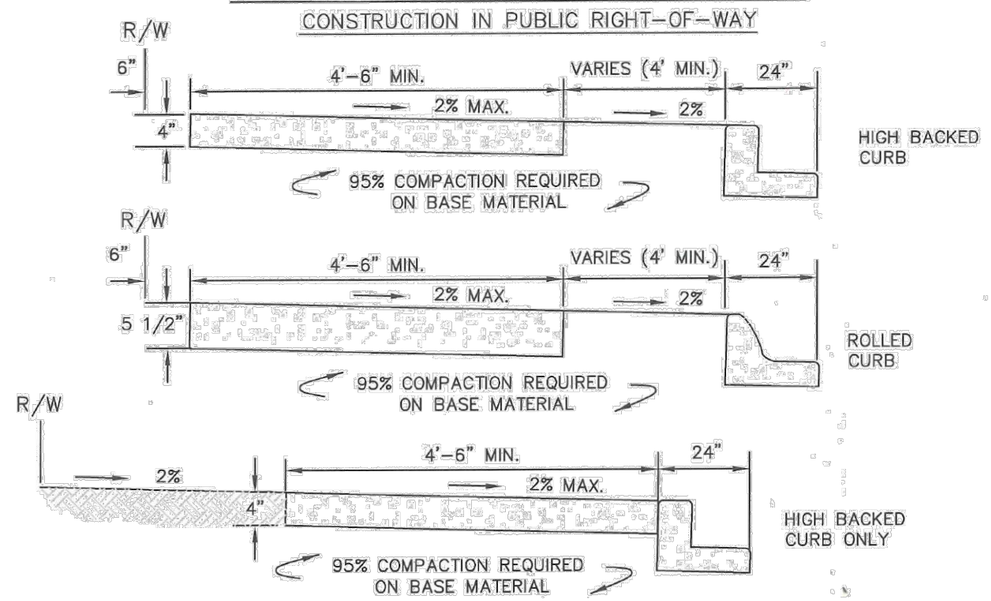
SECURE A PERMIT FOR CONSTRUCTION, BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY



GENERAL NOTES FOR ALL SIDEWALK:

1. LINE AND GRADE STAKED T.S., TOP OF SIDEWALK, B.S., BACK OF SIDEWALK.
2. GRADE AND ALIGNMENT TO BE APPROVED BY THE CITY ENGINEER.
3. THE TOLERANCE FOR FINISHED SIDEWALK –
   MAX. VARIATION OF SURFACE FLATNESS: 1/4 INCH IN 10 FEET
   MAX. VARIATION FROM TRUE POSITION (DESIGN GRADE): 1/2 INCH
   NO PONDING IS ALLOWED ON SIDEWALKS, STEPS OR PEDESTRIAN RAMPS.
4. BASE MATERIAL SHALL BE 4" OF 3/4" MINUS [CURRENT ITD SPEC 703.04] OR 5/8" MINUS [CURRENT WDOT/M41-10 SPEC 9-03.9] CRUSHED AGGREGRATE BASE MATERIAL COMPACTED TO 95% MAXIMUM DENSITY AS DETERMINED BY MODIFIED PROCTOR AS PER AASHTO T180. ALL FILLS OR BACKFILL AREAS SHALL BE PLACED IN 6" MAX. LIFTS.
5. CONTRACTION/DUMMY JOINTS SHALL BE PLACED AT 5' INTERVALS, 3/4" TO 1" DEEP; INSTALL A PERFORMED EXPANSION JOINT FILLER TO THE FULL DEPTH & WIDTH EVERY 100 FEET.
6. CONCRETE SHALL BE 3,000 PSI MIN. AT 28 DAYS, MAX. WATER/CEMENT RATIO SHALL BE RATIO SHALL BE 0.5 (LB.LB), 5" MAX. SLUMP, AIR CONTENT (%) 6.5 ±1.5.
7. THE CONTRACTOR OR OWNER SHALL NOTIFY THE PUBLIC WORKS DEPT. FOR INSPECTION OF BASE MATERIAL AFTER FORMS ARE SET AND THE PUBLIC WORKS DEPT. WILL BE NOTIFIED NO LESS THAN 2 WORKING DAYS BEFORE PLACEMENT OF CONCRETE, FOR FINAL INSPECTION.
8. CONCRETE SURFACE SHALL HAVE LIGHT BROOM FINISH PERPENDICULAR TO LENGTH OF S/W.
9. APPLY UNIFORM COAT OF REZ-SEAL OR APPROVED EQUIVALENT CURING COMPOUND TO EXPOSED CONCRETE IMMEDIATELY AFTER FINISHING.
10. NAME OF CONTRACTOR AND YEAR TO BE STAMPED AT EACH END OF WORK AND AT INTERVALS OF 300 FT.
11. CONCRETE SURFACE SHALL BE FREE OF SURFACE BLEMISHES OR VOIDS GREATER THAN 1/4". JOINTS AND EDGES SHALL BE CLEAN AND FREE OF EXCESS SPALLING OR VOIDS.
12. A 6" STRIP TO BE LOCATED BETWEEN RIGHT-OF-WAY LINE AND SIDEWALK FOR PLACEMENT OF PROPERTY PINS WHEN PLANTING STRIP OR RETENTION SWALES ARE PLACED BEHIND CURB AND GUTTER.

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CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

CONCRETE SIDEWALK

APPROVED FOR PUBLICATION
Dean Stoltzy 8/27/15
City Engineer Date

DWG. NO. 2-8

SCALE BAR BASED ON INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
TYPICAL DETAILS

PE STAMP
PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET TD-5
DOCUMENT PAGE 84 OF 87

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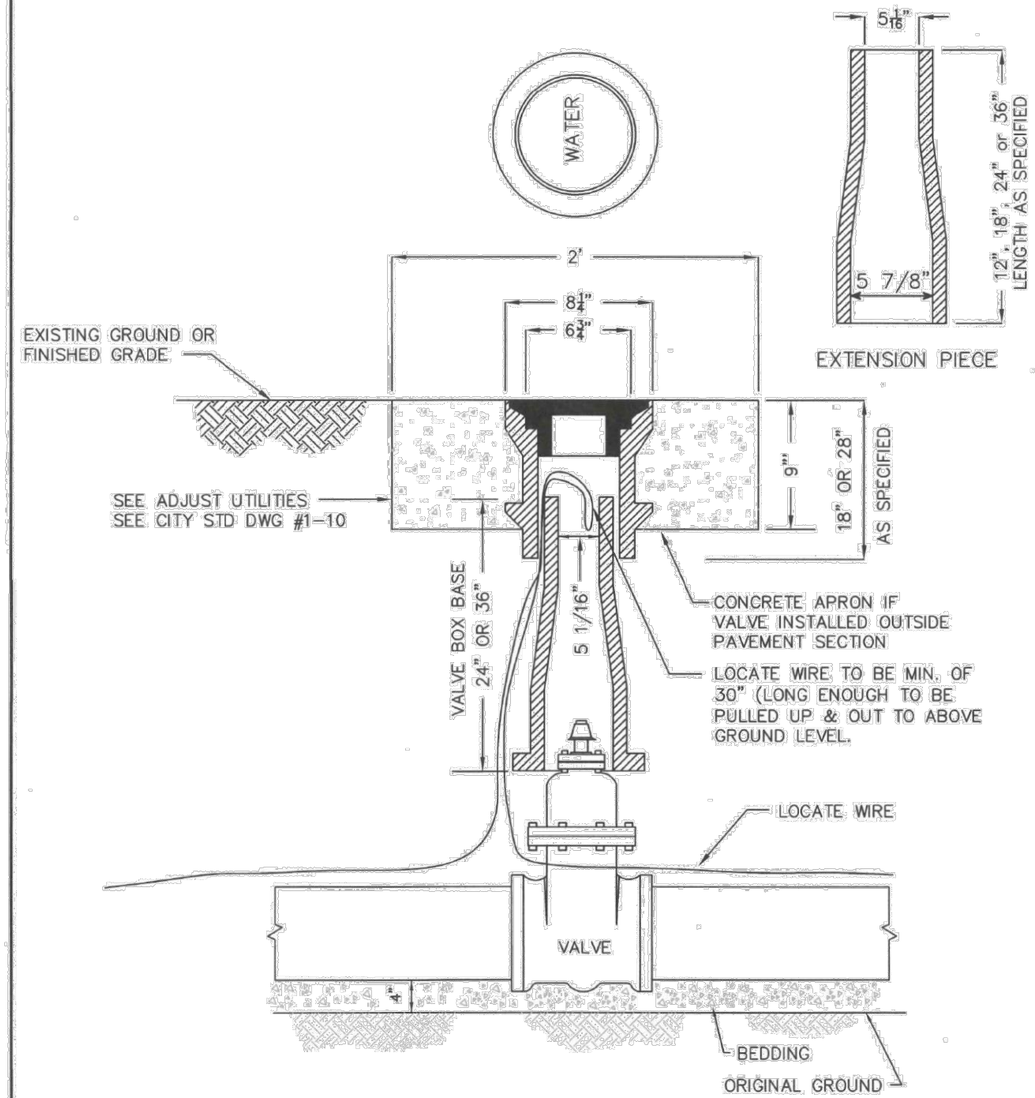


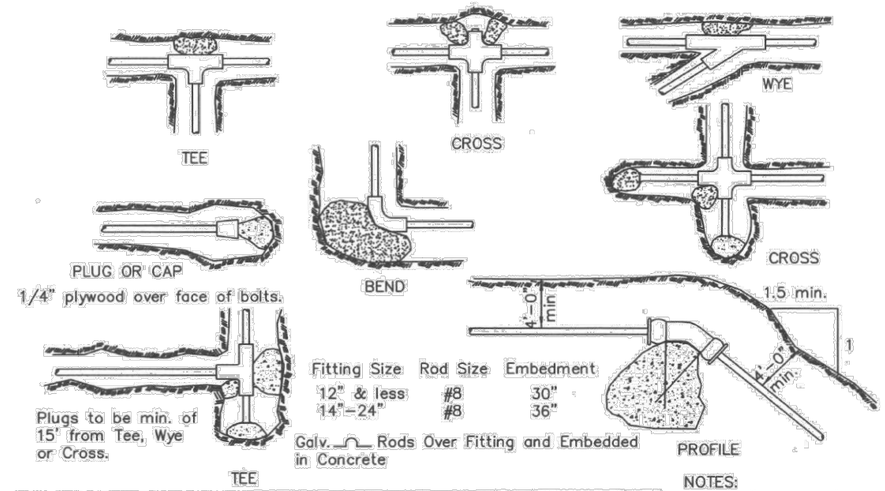
CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

GATE VALVE BOX WITH ASSEMBLY

APPROVED FOR PUBLICATION 11-9-09
City Engineer Date

DWG. NO. 4-2

M:\Standards\2010-Standards\4-Water\Cast Iron Valve Box.dwg



Fitting Size	BEARING AREA OF THRUST BLOCKS IN SQ. FT.				
	Tee, Wye, Plub or Cap	90° Bend Plugged Cross; Tee	45° Bend	22 1/2° Bend	11 1/4° Bend
4	1.0	1.4	1.0	--	--
6	2.1	3.0	1.6	1.0	--
8	3.8	5.3	2.9	1.5	1.0
10	5.9	8.4	4.6	2.4	1.2
12	8.5	12.0	6.6	3.4	1.7
14	11.5	16.3	8.9	4.6	2.3
16	15.0	21.3	11.6	6.0	3.0
18	19.0	27.0	14.6	7.6	3.8
20	23.5	33.3	18.1	9.4	4.7
24	34.0	48.0	26.2	13.6	6.8

Fitting Size	VOLUME OF THRUST BLOCK IN CU.YD.			
	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4	--	--	--	--
6	1.3	--	--	--
8	2.3	1.1	--	--
10	3.7	1.8	--	--
12	5.5	2.8	1.2	--
14	7.6	3.9	1.7	--
16	9.9	5.1	2.3	0.9
18	--	6.3	3.2	1.4
20	--	7.7	4.0	1.8
24	--	11.1	5.7	2.6

NOTE:
Above volumes based on test pressure of 150 p.s.i. & the weight of concrete = 4050 lbs./cu.yd. To compare volumes for different test pressures use the following equation:

VOLUME = (150 p.s.i. test pressure) x (table value).

Thrust blocks for vertical up-bends shall be the same as for horizontal bends.

NOTES:
1. Bearing areas based on test pressure of 150 p.s.i. & soil bearing stress of 2,000 lbs. per sq.ft. To areas for different test pressure & soil bearing stresses, following equation: BEARING AREA = (150 p.s.i. test pressure)x(2000 lbs soil bearing stress)x(table value).
2. Concrete thrust blocking to be placed against undisturbed earth.
3. Keep concrete clear of joint and accessories.
4. The required thrust bearing areas for special connections are shown encircled on the plans; e.g. 15 indicates 15 sq. ft. bearing area required.
5. If not shown on plans, required bearing areas at fittings shall be as indicated above, adjusted if necessary, to conform to the test pressure(s) & allowable soil bearing stress(es) stated in the Special Specifications.
6. Bearing areas & special blocking details shown on plans take precedence over bearing areas & blocking details shown on this standard detail.
7. Concrete Compressive Strength shall be 2,500 p.s.i. minimum.
8. Concrete will be allowed 48 hrs. to set if high early yield concrete is used, otherwise, 7 days curing will be required.

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

THRUST BLOCKING DETAIL

APPROVED FOR PUBLICATION 11-9-09
City Engineer Date

DWG. NO. 4-4

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SCALE BAR BASED ON INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

TITLE
CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
TYPICAL DETAILS

PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

RE STAMP

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET TD-6
DOCUMENT PAGE 85 OF 87

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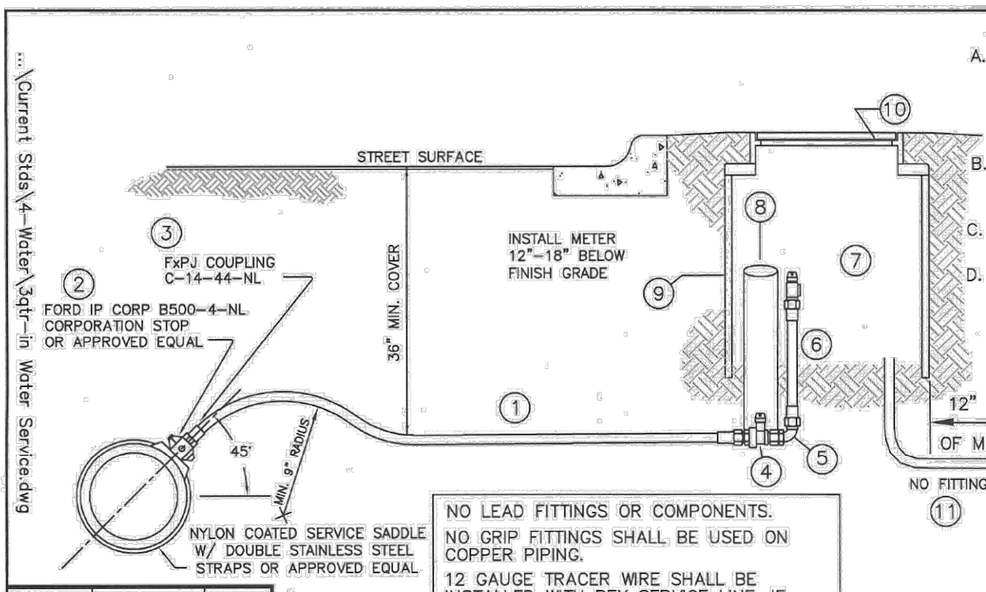

GENERAL NOTES:

A. APPLICABLE FORD METER BOX PART #'S INDICATED; EQUIVALENT ITEMS BY OTHER MANUFACTURERS WILL BE ACCEPTABLE ONLY WITH WRITTEN ARPROVAL FROM THE PUBLIC WORKS DEPARTMENT (208) 746-1316.

B. ALL COMPONENTS OF THE NEW WATER SERVICE CONNECTIONS SHALL BE CERTIFIED COMPLIANT WITH NSF 61 STANDARD.

C. SEE CITY STD # 4-5 FOR TYPICAL WATER METER LOCATION.

D. SERVICE LINE SHALL BE BACKFILLED AND BEDDED WITH 3" OF SAND OR SOIL FREE OF ORGANIC MATERIAL, ROCK OR OTHER MATERIAL THAT COULD DAMAGE SERVICE LINE.

NO LEAD FITTINGS OR COMPONENTS.
NO GRIP FITTINGS SHALL BE USED ON COPPER PIPING.
12 GAUGE TRACER WIRE SHALL BE INSTALLED WITH PEX SERVICE LINE, IF NOT INSTALLED AT 90° FROM WATER MAIN.

3/4" SERVICE COMPONENTS

1. 1" US K COPPER OR PEX Type "A" PIPE
2. 1" FORD IP CORP B500-4-NL CORPORATION STOP
3. 1" FxPJ COUPLING C-14-44-NL
4. 1" B-41-444-NL BALL VALVE CURB STOP WITH 1"x 3/4" BUSHING
5. 3/4" MxPJ 90° L84-33-NL
6. THE PIPE FROM THE 90° [PART 5] TO THE COPPER SETTER SHALL BE COPPER.
7. METER COPPER SETTER WITH DUAL CHECK – 3/4"x12xPJ COPPER SETTER 1" HH 82W-44-33
8. 2" PVC TUBE (RISER EQUIVALENT)
9. 24" DIA. HDPE PIPE – 30" DEEP
10. IF NOT LOCATED IN SIDEWALK OR ROADWAY, INSTALL 24"x20" EXTENSION RING WITH 20" FORD x3-T METER BOX COVER (AS SHOWN IN DETAIL, STANDARD INSTALLATION)

    IF LOCATED IN SIDEWALK OR ROADWAY, INSTALL EAST JORDAN IRON WORKS 24" ERGO Catalog #00104012L01 (NOT SHOWN)
11. THE 3/4" COPPER SERVICE PIPE ON THE CUSTOMER SIDE OF THE METER MUST EXTEND 1' OUTSIDE THE METER BOX.

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

STANDARD 3/4" WATER SERVICE CONNECTION

APPROVED FOR PUBLICATION
City Engineer — Date 2/24/25

DWG. NO. 4-6

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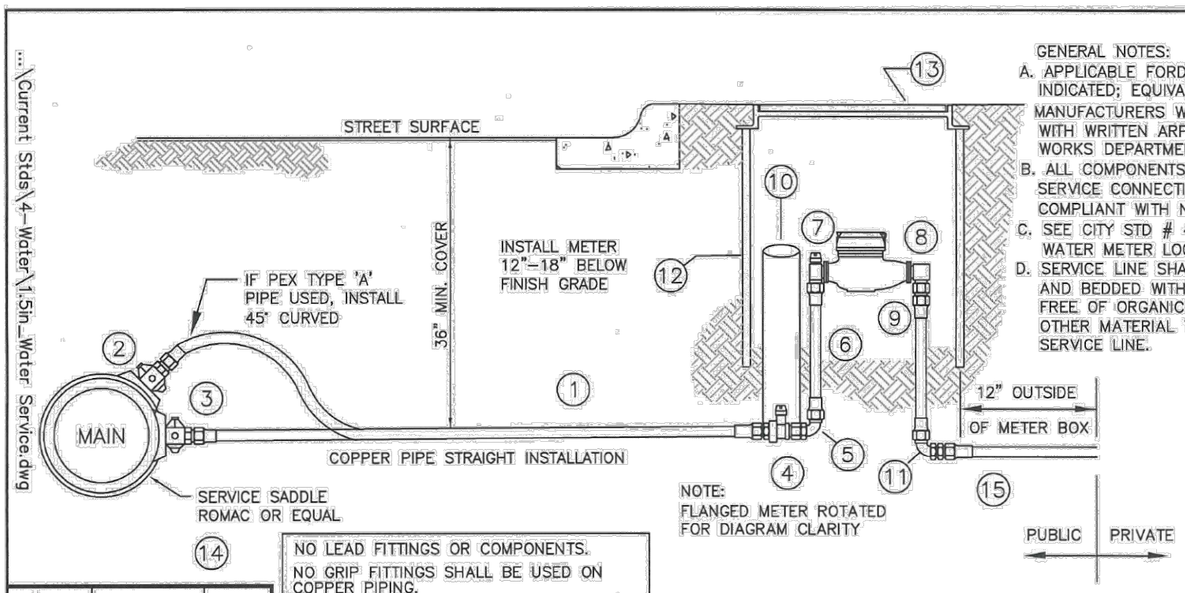


GENERAL NOTES:

A. APPLICABLE FORD METER BOX PART #'S INDICATED; EQUIVALENT ITEMS BY OTHER MANUFACTURERS WILL BE ACCEPTABLE ONLY WITH WRITTEN ARPROVAL FROM THE PUBLIC WORKS DEPARTMENT (208) 746-1316.

B. ALL COMPONENTS OF THE NEW WATER SERVICE CONNECTIONS SHALL BE CERTIFIED COMPLIANT WITH NSF 61 STANDARD.

C. SEE CITY STD # 4-5 FOR TYPICAL WATER METER LOCATION.

D. SERVICE LINE SHALL BE BACKFILLED AND BEDDED WITH 3" OF SAND OR SOIL FREE OF ORGANIC MATERIAL, ROCK OR OTHER MATERIAL THAT COULD DAMAGE SERVICE LINE.

NO LEAD FITTINGS OR COMPONENTS.
NO GRIP FITTINGS SHALL BE USED ON COPPER PIPING.
12 GAUGE TRACER WIRE SHALL BE INSTALLED WITH PEX SERVICE LINE, IF NOT INSTALLED AT 90° FROM WATER MAIN.

1.5" SERVICE COMPONENTS

1. 1.5" US K COPPER OR PEX-Type "A" PIPE
2. 1.5" FB-500-66-NL CORP STOP-IP
3. 1.5" COUPLING C14-66-NL
4. 1.5" BALL VALVE CURB STOP B41-666-NL
5. 1.5" MxPJ 90° L-84-66-NL
6. THE PIPE FROM THE 90° [PART 5] TO THE METER SETTER SHALL BE COPPER
7. 1.5" ANGLE METER VALVE FV43-666W-NL
8. 1.5" ANGLE DUAL-CHECK VALVE HHFA31-666-NL
9. 1.5" MALE COUPLING C84-66-NL
10. 2" PVC TUBE (RISER EQUIVALENT)
11. 1.5" PJxPJ 90° ELL L-44-66-NL
12. 30" DIA HDPE PIPE – 30" DEEP
13. INSTALL EAST JORDAN IRON WORKS – 24" ERGO Catalog #00104012L01
14. NYLON COATED SERVICE SADDLE w/ DOUBLE STAINLESS STEEL STRAPS
15. THE COPPER SERVICE PIPE ON THE CUSTOMER SIDE OF THE METER MUST EXTEND 1' OUTSIDE OF METER BOX.

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

STANDARD 1.5" WATER SERVICE CONNECTION

APPROVED FOR PUBLICATION
City Engineer — Date 2/24/25

DWG. NO. 4-8

DOCUMENT PAGE	86 OF 87
SHEET	TD-7
DATE	DECEMBER 11, 2024
PROJECT NUMBER	181.0241
PE STAMP	PROFESSIONAL ENGINEER 16884 STATE OF IDAHO RYAN J. REITHER — 12-11-24
TITLE	CITY OF LEWISTON DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2 TYPICAL DETAILS
DESIGNED BY	RR
DRAWN BY	KK
CHECKED BY	CH
APPROVED BY	SH

REV	REVISION DESCRIPTION	DATE	CHND	CHKD	APPR

MERRICK

SCALE BAR
BAR IS ON INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

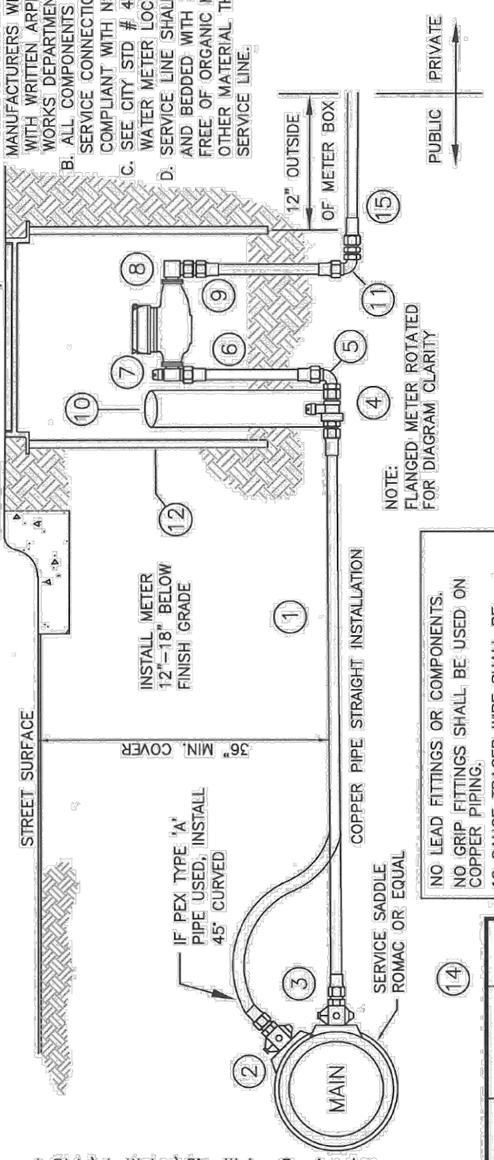
GENERAL NOTES:

A. APPLICABLE FORD METER BOX PART #'S INDICATED; EQUIVALENT ITEMS BY OTHER MANUFACTURERS WILL BE ACCEPTABLE ONLY WITH WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT (208) 746-1316.

B. ALL COMPONENTS OF THE NEW WATER SERVICE CONNECTIONS SHALL BE CERTIFIED COMPLIANT WITH NSF 61 STANDARD.

C. SEE CITY STD # 4-5 FOR TYPICAL WATER METER LOCATION.

D. SERVICE LINE SHALL BE BACKFILLED AND BEDDED WITH 3" OF SAND OR SOIL FREE OF ORGANIC MATERIAL, ROCK OR OTHER MATERIAL THAT COULD DAMAGE SERVICE LINE.



8 2" ANGLE DUAL-CHECK VALVE HHFA31-777-NL

9 2" MALE COUPLING C84-77-NL

10 2" PVC TUBE (RISER EQUIVALENT)

11 2" PJxPJ 90° ELL L44-77-NL

12 30" DIA HDPE PIPE - 30" DEEP

13 INSTALL EAST JORDAN IRON WORKS - 24" ERGO Catalog #00104012L01

14 NYLON COATED SERVICE SADDLE w/ DOUBLE STAINLESS STEEL STRAPS

15 THE COPPER SERVICE PIPE ON THE CUSTOMER SIDE OF THE METER MUST EXTEND 1' OUTSIDE OF METER BOX.

NO LEAD FITTINGS OR COMPONENTS.
NO GRIP FITTINGS SHALL BE USED ON COPPER PIPING.
12 GAUGE TRACER WIRE SHALL BE INSTALLED WITH PEX SERVICE LINE, IF NOT INSTALLED AT 90° FROM WATER MAIN.

2" SERVICE COMPONENTS

1 2" US K COPPER OR PEX-Type "A" PIPE

2 2" FB-500-7-NL CORPORATION STOP-IP CORPS

3 2" COUPLING-INSIDE THREAD-FEMALE C14-77-NL

4 2" BALL VALVE CURB STOP B41-777-NL

5 2" 90° ELL L84-77-NL

6 THE PIPE FROM THE 90° [PART 5] TO THE METER SETTER SHALL BE COPPER.

7 2" ANGLE METER VALVE FV43-777W-NL

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

STANDARD 2" WATER SERVICE CONNECTION

APPROVED FOR PUBLICATION
Shawn Stillhart 2/24/20
City Engineer Date

DWG. NO. 4-9

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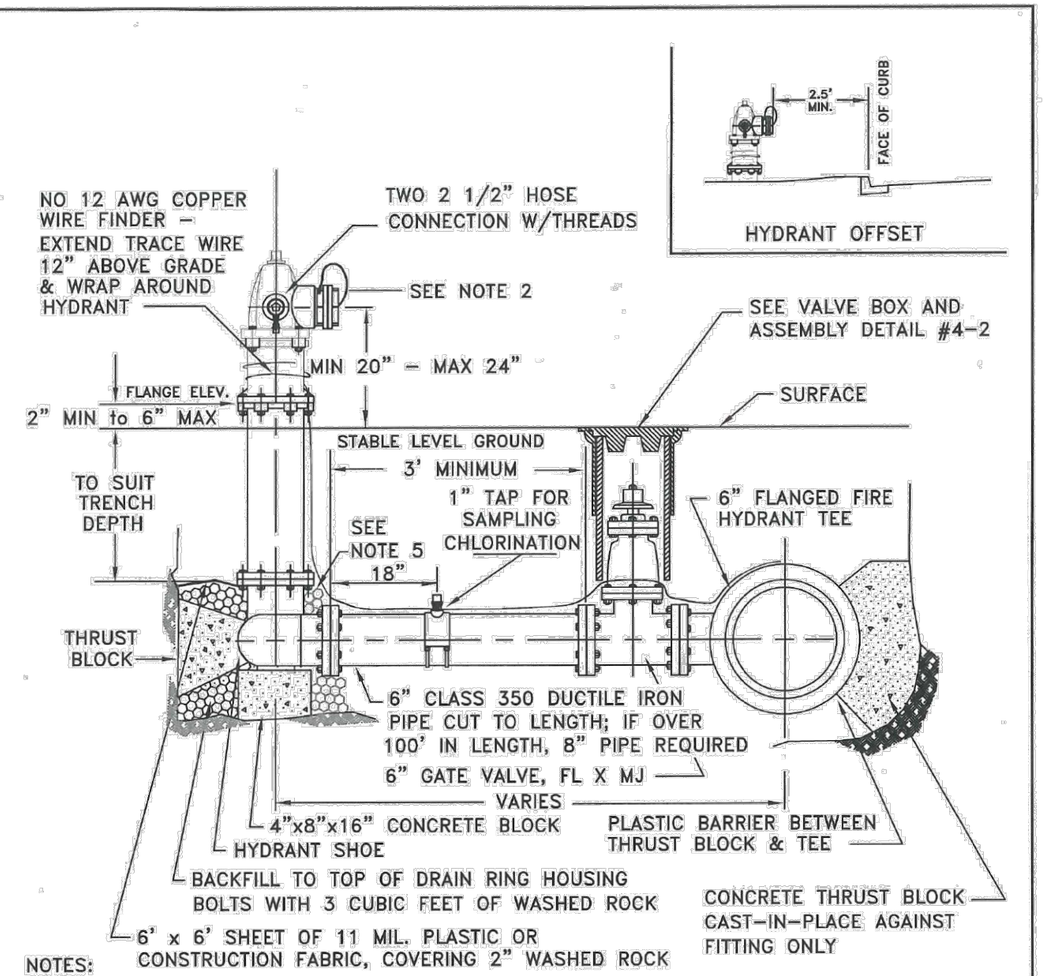

NOTES:

1. FIRE HYDRANT SHALL BE WATEROUS PACER WITH 16" UPPER STANDPIPE, UNLESS OTHERWISE APPROVED BY CITY ENGINEERS.
2. HARRINGTON STORZ ADAPTER (4 1/2" NH x 5" STORZ) AND BLIND CAP (5" STORZ) W/ AIRCRAFT CABLE AT THE 4 1/2" PUMPER NOZZLE.
3. FIRE HYDRANT SHALL BE SPACED AT A MAX. OF 500 FEET IN RESIDENTIAL AREAS AND 300 FEET IN COMMERCIAL AREAS.
4. A MINIMUM 3 FOOT RADIUS OF UNOBSTRUCTED STABLE LEVEL WORKING AREA SHALL BE PROVIDED AROUND ALL HYDRANTS AND NOT WITHIN HIGH WATER AREA.
5. GRIP PACKS OR ALL THREAD REQUIRED WITH THRUST BLOCK.

CITY OF LEWISTON, IDAHO
PUBLIC WORKS DEPARTMENT

FIRE HYDRANT W/ SHUT-OFF VALVE

APPROVED FOR PUBLICATION
Shawn Stillhart 2/24/20
City Engineer Date

DWG. NO. 4-12

... Current Stds\4-Water\Fire Hydrant.dwg

SCALE BAR BASED ON INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY

MERRICK

REV	REVISION DESCRIPTION	DATE	CHKD	APPR

DESIGNED BY: RR
DRAWN BY: KK
CHECKED BY: CH
APPROVED BY: SH

CITY OF LEWISTON
DOWNTOWN TRANSMISSION MAIN REPLACEMENT, PHASE 2
TYPICAL DETAILS

PROFESSIONAL ENGINEER LICENSED 16884 12-11-24 STATE OF IDAHO RYAN J. REHDER

PROJECT NUMBER 181.0241
DATE DECEMBER 11, 2024
SHEET TD-8
DOCUMENT PAGE 87 OF 87

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Attachment 6—List of Allowances

ATTACHMENT 6 LIST OF ALLOWANCES

Owner's Allowance, Base		**$45,600**
Vibration Monitoring, Base	$30,000	
Pre and Post Structure Surveys, Base	$12,600	
Tree Removal	$3,000	

Owner's Allowance, Alternatives Selection	**$2,409,297**
Alt #1, Main ST (5th ST to 9th ST)	
Alt #2, 3rd ST (D ST to 110' North of Beachey ST)	
Alt #3, D ST (1st ST to 3rd ST)	
Materials Testing, Alternatives	
Vibration Monitoring, Alt #1	
Vibration Monitoring Alt #2 & #3	
Pre and Post Structure Surveys, Alt #1	
Pre and Post Structure Surveys, Alt #2	
Tree Removal	
Plumber, Alt #1	
Plumber, Alt #2	
CM/GC Contingency, Alternatives	
Pass Through Cost, Alternatives	
General Conditions Fee, Alternatives	
CM/GC Fee, Alternatives, 10.5%	

Attachment 7—Subcontractor Procurement Plan

ADVERTISEMENT FOR BIDS
The Kenaston – Leone & Keeble Group
City of Lewiston, Idaho
Downtown Transmission Main
Replacement, Phase 2
(WR600) ALN.21.027
Sub Bids

The City of Lewiston has engaged The Kenaston – Leone & Keeble Group (KLK Group) as the CM/GC for this project. KLK Group is requesting bids for **Downtown Transmission Main Replacement, Phase 2.**

Bids will be accepted for all scopes of work until 2:00 PM PST on Tuesday, November 26, 2024, at the City of Lewiston Purchasing Division, located at 1134 F Street, Lewiston, ID 83501 at which time they will be publicly opened and read aloud. Please ensure that bids are submitted on the provided bid forms as outlined in the bid documents. Bids received after 2:00 PM PST will be considered late and will not be accepted. Bids must be accompanied by Bid Security in the amount of 5% of the amount of the bid proposal.

Bidding for this project will comply with all applicable Idaho Statutes. A State of Idaho Public Works license must be held at the time of bid submission.

A **mandatory** pre-construction meeting will be held City of Lewiston, Public Works Conference Room, 215 D Street, Lewiston, Idaho 83501 on **November 20th, 2024, 10:00 AM**. An optional site walk will be held right after the mandatory pre-construction meeting.

Bid documents will be available beginning **Tuesday, November 12th, 2024,** and may be obtained at the locations listed below. The Owner and Architect will not have sets for bidder viewing. Each subcontractor is responsible for obtaining their own bid documents. Bid documents may also be viewed or obtained at the following locations:

- **Abadan Reprographics – www.abadanplanroom.com** *(this is the original plans provider)*
- Kenaston Construction, 2517 Main St. Lewiston, ID
- Leone and Keeble, 108 West Boone, Spokane, WA
- Spokane Regional Plan Center, 209 North Havana, Spokane, WA
- Tri-Cities Construction Council, 20 East Kennewick, Kennewick, WA
- Idaho associated General Contractors, 1649 W Shoreline Dr., Ste 100, Boise, ID
- Lewiston-Clarkston Plan Service, 2117 12th Ave Lewiston, ID 83501
- Blueprint Specialties, 6205 W Overland Rd, Boise ID 83709 www.docuproject.com (208)377-0294

KLK Group reserve the right to reject any or all bids and waive informalities or irregularities in the bids.

All questions regarding this project are to be directed to any of the following:
- Jeramie Keeble @ KLK Group (509)327-4451 or email jkeeble@leone-keeble.com.
- Reece Hewett @ KLK Group (208)746-1351 or email rhewett@kenaston.com.

No bidder may withdraw its bid after the time set for opening thereof, unless the bid award is delayed for a period exceeding 60 days.

KLK Group is an Equal Opportunity Employer and encourages bids from Women and Minority Business Enterprises.

Advertisement Dates: 11/12/24 & 11/19/24

Attachment 8—Phase II Notice to Proceed

NOTICE TO PROCEED

Owner: City of Lewiston, Idaho

Engineer: Merrick & Company

CM/GC: The Kenaston-Leone & Keeble Group

Project: Downtown Transmission Main Replacement, Phase 2 (WR600) ALN.21.027

Contract Phase: Phase II Construction Price Amendment

Effective Date of Contract: December 23, 2024

Owner hereby notifies CM/GC that the Construction Price Amendment under the above Contract will commence to run on Month xx, 2025 under Paragraph 3.3.2 and 6.2.1 of the Agreement.

On that date, CM/GC shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is July 31, 2026, and the date by which readiness for final payment must be achieved is August 31, 2026.

Milestones must be substantially completed within the Contract Times as follows:

a) Milestone 1: Base Bid; D Street (3rd Street to 5thStreet) and 3rd Street (Main Street to D Street), 40 (forty) calendar days;

b) Milestone 2: Bid Alternate 1, Main Street (5th Street to 23+00), 50 (fifty) calendar days;

c) Milestone 3: Bid Alternate 1, Main Street (23+00 to 9th Street), 50 (fifty) calendar days;

d) Milestone 4: Bid Alternate 2, 3rd St (D Street to 110' north of Beachy St), 40 (forty) calendar days;

e) Milestone 5: Bid Alternate 3, D Street (1st Street to 3rd Street), 40 (forty) calendar days.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Lewiston, Idaho

By *(signature)*: _____

Name *(printed)*: Alannah Bailey, P.E.

Title: Engineering Project Supervisor

Date Issued: Month xx, 202x

Copy: Engineer

Attachment 9—Phase II Technical Scheduling Requirements

ATTACHMENT 9 TECHNICAL SCHEDULING REQUIREMENTS

Bond Election:

A. The City plans to hold a bond election on May 20, 2025 to fund the design and reconstruction of Main Street from 1st Street to 11th Street. Construction of this project is dependent upon the bond election outcome as follows:

   a) Bond Failes: The project intends to construct Base Bid and Bid Alternate 1.
   b) Bond Passes: The project intends to construct Base Bid, Bid Alternate 2, and Bid Alternate 3.

Contract Times

A. Contract Time is discussed in Article 3 of the Contract Price Amendment and summarized as:

   The Work will be substantially complete on or before **July 31, 2026**, and completed and ready for final payment in accordance with Article 9.10 of the Agreement on or before **August 31, 2026**.

B. Milestones must be substantially completed within the Contract Times as follows:
   a) Milestone 1: Base Bid; D Street (3rd Street to 5thStreet) and 3rd Street (Main Street to D Street), **40** (forty) calendar days;
   b) Milestone 2: Bid Alternate 1, Main Street (5th Street to 23+00), **50** (fifty) calendar days;
   c) Milestone 3: Bid Alternate 1, Main Street (23+00 to 9th Street), **50** (fifty) calendar days;
   d) Milestone 4: Bid Alternate 2, 3rd St (D Street to 110' north of Beachy St), **40** (forty) calendar days;
   e) Milestone 5: Bid Alternate 3, D Street (1st Street to 3rd Street), **40** (forty) calendar days;

C. Liquidated Damages are discussed in Article 6.5 of the agreement. The following summarizes liquidated damages and further defines Milestones.
   a) Substantial Completion: CM/GC shall pay Owner **$2,000** for each day that expires after the time specified for Substantial Completion, until the Work is substantially complete.
   b) Final Completion: After Substantial Completion, if CM/GC shall neglect, refuse, or fail to complete the remaining Work within the time specified for Final Completion, the CM/GC shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.
   c) Milestones: CM/GC shall pay Owner **$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone each Milestone, until the Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate for Substantial Completion will apply, rather than the Milestone rate.
   d) Liquidated damages for failing to timely attain Milestones are additive and will be imposed concurrently.
   e) Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently.

Attachment 10—Insurance and Bond Requirements

ATTACHMENT 10 INSURANCE AND BOND REQUIREMENTS

Performance and Payment Bonds

A. CM/GC shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of CM/GC's obligations under the Contract. These bonds must remain in effect until two years after the date of Substantial Completion, or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other provisions of the Contract.

B. All bonds must be in the form included in the Contract Documents, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. CM/GC shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

D. If the surety on a bond furnished by CM/GC is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then CM/GC shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

E. If CM/GC has failed to obtain a required bond, Owner may exclude the CM/GC from the Site and exercise Owner's termination rights.

F. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to CM/GC from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, CM/GC shall provide a copy of the payment bond to such person or entity.

Insurance—General Provisions

A. Owner and CM/GC shall obtain and maintain insurance as required in this article.

B. All insurance required by the Contract to be purchased and maintained by CM/GC shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract.

D. CM/GC shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that CM/GC has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, CM/GC shall also furnish other evidence of such required insurance, including but not limited to copies of policies, and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, CM/GC, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. In addition to the liability insurance required to be provided by CM/GC, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by CM/GC, and CM/GC cannot rely upon Owner's liability policies for any of CM/GC's obligations to the Owner, Engineer, or third parties.

G. CM/GC shall require:

   1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer on each Subcontractor's commercial general liability insurance policy; and

   2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

H. If CM/GC does not purchase or maintain the insurance required by the Contract, the CM/GC shall notify the Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

I. If CM/GC has failed to obtain and maintain required insurance, CM/GC's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights.

J. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

K. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CM/GC or CM/GC's interests. CM/GC is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that CM/GC deems necessary.

L. The insurance and insurance limits required herein will not be deemed as a limitation on CM/GC's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

M. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

CM/GC's Insurance

A. *Required Insurance*: CM/GC shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the Contact requirements.

B. *General Provisions*: The policies of insurance required by the Contract must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete, and longer where expressly required elsewhere in this Contract, and at all times thereafter when CM/GC may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by CM/GC, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The CM/GC's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by CM/GC's acts or omissions, or the acts and omissions of those working on CM/GC's behalf, in the performance of CM/GC's operations.

D. *Workers' Compensation and Employer's Liability:* CM/GC shall purchase and maintain workers' compensation and employer's liability insurance that is valid in Idaho, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement).

Workers' Compensation and Related Policies	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	Statutory
Bodily injury by disease—aggregate	Statutory
Employer's Liability	
Each accident	$500,000
Each employee	$500,000
Policy limit	$500,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$N/A

E. *Commercial General Liability—Claims Covered:* CM/GC shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of CM/GC, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than CM/GC's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* CM/GC's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. CM/GC shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of CM/GC's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If CM/GC demonstrates to Owner that the specified ISO endorsements are not commercially available, then CM/GC may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if CM/GC is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of CM/GC's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000

Commercial General Liability	Policy limits of not less than:
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Fire Damage—Any one Fire	$N/A
Medical Expenses—Any one Person	$N/A

I. *Automobile Liability:* CM/GC shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

J. *Umbrella or Excess Liability:* CM/GC shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000
General Aggregate	$2,000,000

K. *CM/GC's Professional Liability Insurance:* If CM/GC will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then CM/GC shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

CM/GC's Professional Liability	Policy limits of not less than:
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

Attachment 11—Payment Bond Form

PAYMENT BOND

CM/GC Name: The Kenaston-Leone & Keeble Group Address *(principal place of business)*: 2517 Main Street Lewiston, Idaho 83501	**Surety** Name: Address *(principal place of business)*:
Owner Name: City of Lewiston Mailing address *(principal place of business)*: PO Box 617 Lewiston, Idaho 83501	**Contract** Description *(name and location)*: Downtown Transmission Main Replacement, Phase 2 (WR600) ALN.21.027 Lewiston, Idaho Contract Price: [Amount] Effective Date of Contract: [Date]

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: [Describe modification or enter "None"]

Attachment 12—Performance Bond Form

PERFORMANCE BOND

Contractor	**Surety**
Name: The Kenaston-Leone & Keeble Group Address *(principal place of business)*: 2517 Main Street Lewiston, Idaho 83501	Name: Address *(principal place of business)*:
Owner	**Contract**
Name: City of Lewiston Mailing address *(principal place of business)*: PO Box 617 Lewiston, Idaho 83501	Description *(name and location)*: Downtown Transmission Main Replacement, Phase 2 (WR600) ALN.21.027 Lewiston, Idaho Contract Price: [Amount] Effective Date of Contract: [Date]

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

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

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: [Describe modification or enter “None”]

Attachment 13—Davis-Bacon and Other Wage Requirements

"General Decision Number: ID20240097 08/23/2024

Superseded General Decision Number: ID20230097

State: Idaho

Construction Type: Highway

County: Nez Perce County in Idaho.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/16/2024
3	03/22/2024
4	08/23/2024

* ENGI0302-014 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer		
GROUP 6	$ 37.69	22.45

ZONE PAY:
Zone 1 0 - 45 miles: Free
Zone 2 45 miles and over: +$2.00/per hour

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

SPOKANE
PASCO
LEWISTON

LABO0238-035 06/01/2019

	Rates	Fringes
LABORER: Pipelayer	$ 28.48	13.00

Zone Differential (Add to Zone 1 rates): Zone 2 - $2.00

BASE POINTS: Pasco

Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office

PLAS0072-001 06/01/2023

ZONE 1:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - $3.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0-45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

SUID2013-025 06/17/2013

	Rates	Fringes
CARPENTER (Form Work Only)	$ 26.24	9.48
CARPENTER, Excludes Form Work	$ 23.92	9.75
ELECTRICIAN	$ 26.97	12.10
HIGHWAY/PARKING LOT STRIPING: Painter	$ 25.47	9.52
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 23.40	9.72
LABORER: Common or General	$ 22.86	10.32
LABORER: Grade Checker	$ 20.64	7.37
LABORER: Mason Tender - Cement/Concrete	$ 23.36	10.14
OPERATOR: Backhoe/Excavator/Trackhoe	$ 25.60	11.61

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 25.18 11.55

OPERATOR: Broom/Sweeper.....$ 23.34 8.48

OPERATOR: Crane.....$ 23.53 9.55

OPERATOR: Forklift.....$ 23.13 9.17

OPERATOR: Grader/Blade.....$ 26.06 11.66

OPERATOR: Loader.....$ 26.06 11.74

OPERATOR: Mechanic.....$ 23.55 8.54

OPERATOR: Oiler.....$ 22.25 6.52

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 25.80 11.56

OPERATOR: Roller (Finishing)....$ 25.77 11.72

OPERATOR: Roller (Subgrade).....$ 19.99 7.99

OPERATOR: Roller.....$ 25.04 11.68

OPERATOR: Screed.....$ 25.89 11.70

TRAFFIC CONTROL: Flagger.....$ 20.76 9.40

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.....$ 21.64 9.40

TRUCK DRIVER: Dump Truck.....$ 23.46 12.12

TRUCK DRIVER: Lowboy Truck.....$ 26.61 13.21

TRUCK DRIVER: Oil
Distributor Truck.....$ 23.93 11.27

TRUCK DRIVER: Water Truck.....$ 23.15 11.77

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: ID20240112 12/06/2024

Superseded General Decision Number: ID20230112

State: Idaho

Construction Type: Heavy

Counties: Kootenai and Nez Perce Counties in Idaho.

HEAVY CONSTRUCTION PROJECTS
Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	06/28/2024
3	07/26/2024
4	08/30/2024
5	12/06/2024

* ELEC0291-005 12/01/2024

	Rates	Fringes
ELECTRICIAN	$ 42.25	6%+16.30

ENGI0302-006 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)	$ 35.54	20.50

ENGI0302-011 06/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe)	$ 34.81	17.65

IRON0014-007 07/03/2023

	Rates	Fringes
IRONWORKER	$ 38.11	31.82

LABO0238-017 06/01/2024

	Rates	Fringes
LABORER (Common or General)	$ 32.15	16.30

TEAM0983-004 01/01/2024

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	$ 33.99	16.75

SUID2021-013 04/27/2023

	Rates	Fringes
CARPENTER.....	$ 24.00	2.62

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Attachment 14—Insurance Certificates

CERTIFICATE OF LIABILITY INSURANCE

12/31/2024

DATE (MM/DD/YYYY) 9/26/2024

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

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

PRODUCER
Lockton Companies, LLC
8110 E Union Avenue
Suite 100
Denver CO 80237
(303) 414-6000

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Idaho State Insurance Fund	36129
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1548512
The Kenaston-Leone & Keeble Group
PO Box 1268
Lewiston, ID 83501

COVERAGES **CERTIFICATE NUMBER:** 20988738 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	Y	Y	GLO6623442	4/25/2024	12/31/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	BAP6623443	4/25/2024	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ $0	Y	Y	SXS6531897	4/25/2024	12/31/2024	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	666716	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City and its elected officials, agents, employees, successors and assigns shall be included as additional insured.

Verified WC Insurance 10/02/24
Vendor# 5346 BB

CERTIFICATE HOLDER

20988738
City of Lewiston
Accounts Payable
P.O. Box 617
Lewiston ID 83501

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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City of Lewiston Accounts Payable
P.O. Box 617
Lewiston ID 83501

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to *paperless delivery* of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 20988738.

- Email: mountainwestedelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
8110 E. Union Avenue, Suite 100
Denver, CO 80237

Attachment 15—CM/GC Schedule of Assumptions, Clarifications, and Exclusions

ATTACHMENT 15 CM/GC SCHEDULE OF ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

A. Only the Base Bid is authorized for construction at this time. KLK Performance and Payment bonds will be issued for only the value of the base bid and this time.
B. The City is planning a bond election on May 20, 2025, to fund the design and reconstruction of Main Street from 1st Street to 11th Street. The construction of the bid alternates is contingent upon the bond election outcome as outlined below:
    a. Bond Failes: The project intends to proceed with construction of Bid Alternate #1.
    b. Bond Passes: The project intends to proceed with the construction of Bid Alternate #2 and Bid Alternate #3.
        i. Coversheets for Bid Alternates #1, #2, and #3 are included in this amendment to outline the roadmap (fee's, rates, etc.) contingent on the bond election results. These coversheets are currently zeroed out and will be updated with amounts once after the bond election. The amounts will be inserted based on the revised project scope as determined by the bond election outcome and project budget.
C. Construction of Bid Alternate #1 may require additional funding, negotiations to modify the scope of work, or reduced scope of work.
D. Additional construction scope of work may be added on various alternates if the Owners budget allows for such additions.
E. Bid Alternate #4 for Subcontractor performance and payment bonds was not accepted and will not be required.
F. Vibration consultation, calibration, and monitoring plan are included in Phase I Preconstruction.
G. Owner's Allowance will be used for preconstruction and post construction structure surveys and vibration monitoring. Owner's allowance will be tracked and modified as needed to perform the work actually required.
    a. Assumptions for this work are as follows:

Listed High Structures			3	9	4	0	16
Working/Monitoring Days			19	51	26	19	
			Base	**Alt 1**	**Alt 2**	**Alt 3**	**TOTAL**
General Consultation & Calibration	LS	$ 6,000					$ -
Monitoring Plan	LS	$ 8,500					$ -
Pre & Post Survey	EA	$ 4,200	$ 12,600	$ 37,800	$ 16,800	$ -	$ 67,200
Vibration 1 Unit with Monitoring	DAY	$ 1,650	$ 30,643	$ 84,857	$ 42,429	$ 30,643	$188,571
			$ 43,243	**$122,657**	**$ 59,229**	**$ 30,643**	**$255,771**

Attachment 16—Form WH-5 Public Works Contract Report

Form WH-5
Public Works Contract Report

Contractors awarded Idaho public works contracts must submit this form to the Tax Commission within 30 days of receiving the award. (Idaho Code sections 54-1904A and 63-3624(g)).

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC		Public works contractor license number
Sole proprietor's Social Security number	Idaho sellers permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract $

Description and location of work to be performed

Project Dates

Scheduled project start date: _____ Completion date: _____

If the following information isn't available at this time, please enter date it will be: _____

All Subcontractors

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor number
City	State	ZIP Code	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract $
Description of work			

All Subcontractors (*continued*)

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract $
Description of work			

Suppliers

List your major suppliers of materials, equipment, and supplies. Include items removed from inventory and items provided to you by the government agency for use in this project.

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

*If you're reporting any untaxed materials, equipment, or supplies as "items subject to use tax" on your Idaho return, provide the period when you did or will report it: _____

If you paid tax to a state other than Idaho, write the name state next to "total value" boxes, above. For any tax due that you haven't reported yet, include payment with this form. You can make copies of this form is you need more room.

Sign Here	Authorized signature	Print name	Phone number	Date

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-0410
For more information, call (208) 334-7618 | Fax: (208) 332-6619 | Email: **contractdesk@tax.idaho.gov**

Attachment 17—Equipment Rates

ATTACHMENT 17 EQUIPMENT RATES

A. The following methods of determination of construction equipment costs apply to Change Orders and other adjustments of contract price except for Suspension of Work and Termination.

1. Allowable ownership expense costs for construction equipment in sound workable conditions owned and furnished by the CM/GC or its Subcontractor for work requiring adjustments in contract price shall be based on the applicable provisions of the FEMA Schedule of Equipment Rates (https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates). If, for any reason, the schedule referred to above is discontinued or becomes otherwise unavailable, the Owner and the CM/GC shall agree upon another schedule or method of price adjustment which, in their opinion, will result in an equitable adjustment of contract price.

2. For the determination of the hourly rates to be applied, the working conditions shall be considered average unless otherwise determined by the Owner. Rate for equipment not in the schedule may be used for unlisted equipment of comparable horsepower and auxiliary features.

3. For rented equipment, the Owner will accept rates actually paid (substantiated by certified reproduced copies of invoices or bills), but in no event shall they exceed the rates contained in the current "Rental Rate Blue Book for Construction Equipment," published by Equipment Guide-Book Company, 3980 Fabian Way, Palo Alto, California 94303 nor the Contractor's Supplemental Equipment Rate Schedule below. When the "Blue Book" rates are applied, fuel, lubricants and operating expendables will be computed. Additional shifts or fractions thereof for rented equipment will be computed at 50 percent of the base rate in the "Blue Book" or invoices, as applicable. Rates for equipment under lease-purchase or sale-leaseback arrangements will be determined in accord with FEMA Schedule. Rates for equipment rented from an organization under common control will be determined in accord with the FEMA Schedule, and no markup will be permitted.

CONTRACTOR'S SUPPLEMENTAL EQUIPMENT RATE SCHEDULE

EQUIPMENT AND LABOR RATES FOR CONTRACTOR TIME AND MATERIALS WORK

Note: All Equipment Rates Exclude Operator

Make/Model	Type	
185 CFM AIR COMPRESSOR	COMPRESSOR	$90.00
CATERPILLAR 305CCR	EXCAVATOR	$90.00
CATERPILLAR 308ECR	EXCAVATOR	$110.00
CATERPILLAR 312CL	EXCAVATOR	$120.00
CATERPILLAR 314CL	EXCAVATOR	$130.00
CATERPILLAR 320	EXCAVATOR	$150.00
CATERPILLAR 938G	LOADER	$115.00
CATERPILLAR 950G II	LOADER	$145.00
CATERPILLAR CS433E	ROLLER	$95.00
INGERSOL RAND SD40D	ROLLER	$80.00
WACKER TRENCH ROLLER	ROLLER	$70.00
CAT 289 TRACKSTEER	SKIDSTEER	$90.00
12/14 YARD DUMP TRUCK	TRUCK	$115.00
12/14 YD DUMP TRUCK & 4-AXLE PUP	TRUCK	$135.00
BIG VAC TRUCK	TRUCK	$205.00
T300 VAC TRUCK	TRUCK	$155.00
4000 GALLON WATER TRUCK	TRUCK	$115.00
PICKUP (Excludes Operator)	TRUCK	$85.00

2" GAS TRASH PUMP	PUMP	$100.00 Per Day
2" SUCTION HOSE - 50 Ft	PUMP	$15.00 Per Day
2" DISCHARGE HOSE - 50 Ft	PUMP	$15.00 Per Day
3" GAS TRASH PUMP	PUMP	$105.00 Per Day
3" SUCTION HOSE - 50 Ft	PUMP	$15.00 Per Day
3" DISCHARGE HOSE - 50 Ft	PUMP	$15.00 Per Day
4" GAS TRASH PUMP	PUMP	$210.00 Per Day
4" SUCTION HOSE - 50 Ft	PUMP	$30.00 Per Day
4" DISCHARGE HOSE - 50 Ft	PUMP	$30.00 Per Day
8 ft x 20 ft Road Plate		$95 Per Day - $275 Per Week - $650 Per Month

Main Street History

- ARPA (American Rescue Plan Act)
- Allocated to Downtown water improvements.
- Approx. 50% spent to date.
- Must be obligated by end of 2024, Spent by 2026.
- Main Street Reconstruction Concept Design.
- General Obligation Bond Election Spring 2025.

MAIN STREET TRANSMISSION MAIN REPLACEMENT

Project Description: Replacement of 1900s Water Main

MAIN STREET TRANSMISSION MAIN REPLACEMENT

Project Description: Replacement of 1900s Water Main

Master Plan Evaluation *(2019)*

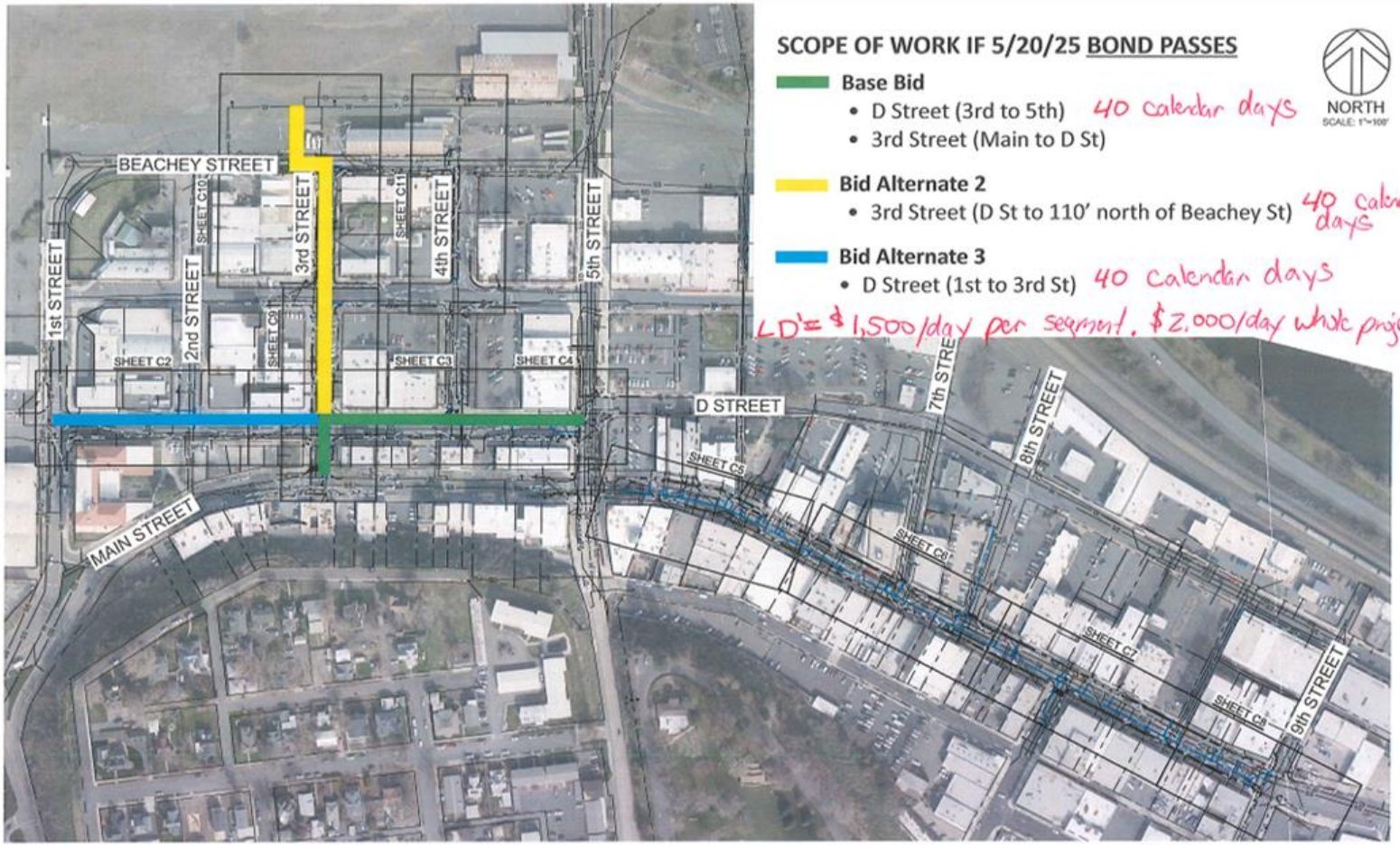
Project Designed 18th to Jefferson *(2019)*

18th to Jefferson Constructed *(2019)*

MWW Study Finalized *(2021)*

Next Step: Design Water Main replacements *(2022)*

ARPA Funded Projects (2022 & beyond)



PHASING NOTES

Prepared 11/5/24

Page 2 of 2

Kenaston•Leone & Keeble GROUP

Project Manager: Reece Hewett, Cell: 208-791-8754

MERRICK

GreatWest

CITY OF LEWISTON

DOWNTOWN TRANSMISSION MAIN REPLACEMENT

SHEET LAYOUT

90% REVIEW

191.0241

JUNE 14, 2024

C-1

SCOPE OF WORK IF 5/20/25 BOND FAILS

NORTH
SCALE: 1"=100'

Base Bid

- D Street (3rd to 5th)
- 3rd Street (Main to D St)

40 calendar days

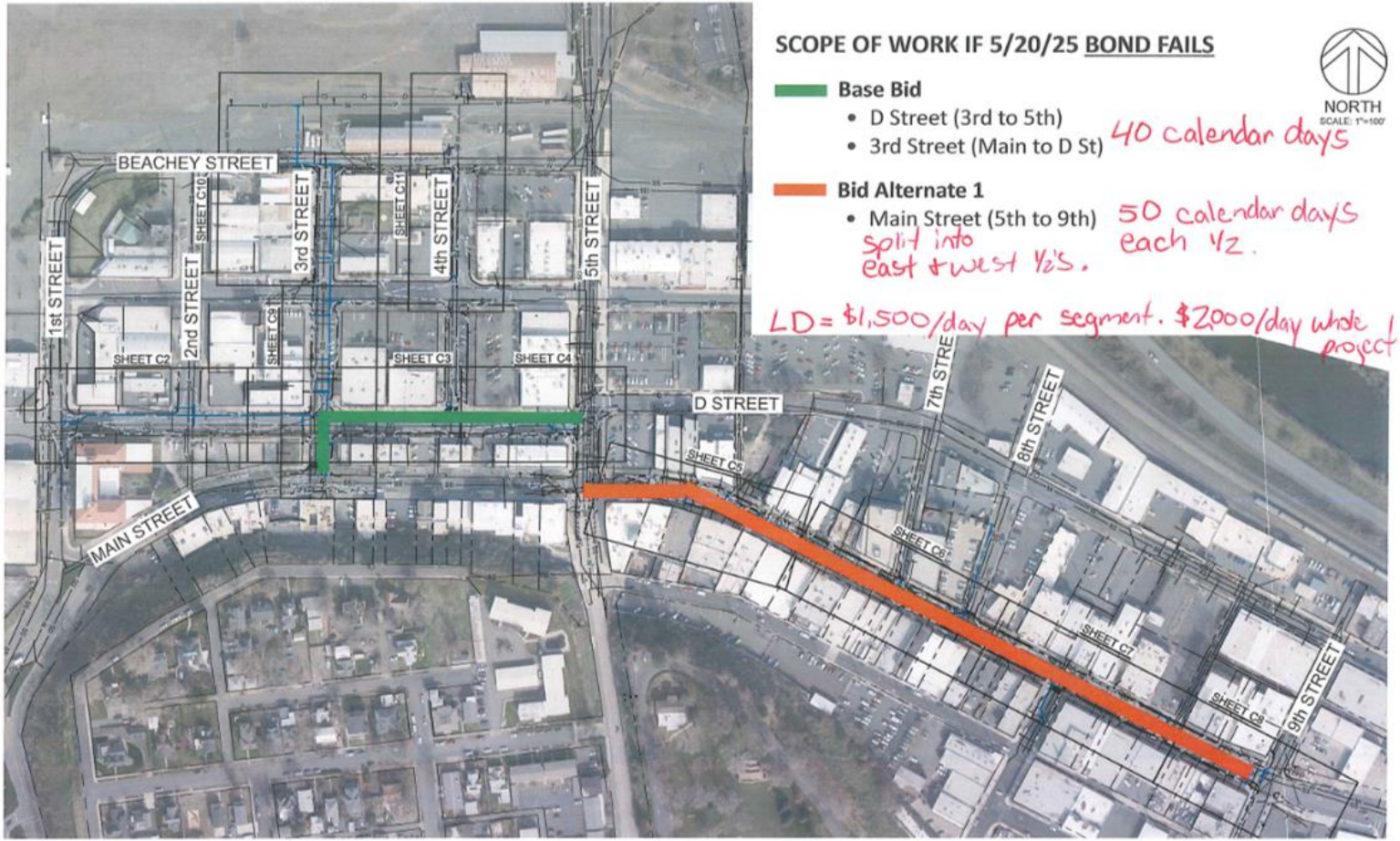
Bid Alternate 1

- Main Street (5th to 9th)

split into east + west ½'s.

50 calendar days each ½.

LD = $1,500/day per segment. $2,000/day whole project



PHASING NOTES

Prepared 11/5/24

Kenaston·Leone & Keeble GROUP

Project Manager: Reece Hewett, Cell: 208-791-8754

MERRICK

Great West Engineering

CITY OF LEWISTON

DOWNTOWN TRANSMISSION MAIN REPLACEMENT

SHEET LAYOUT

90% REVIEW

181.0241

JUNE 14, 2024

C-1

What we're asking for tonight

- Award contract as outlined in packet.
- Alternates within contract can be awarded based on outcome of the May 2025 GO Bond Election.
- Complete construction of Downtown water by end of 2026.

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4934	**AGENDA NO.** V. H. 1. a. **AGENDA DATE:** December 23, 2024

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

Enacting a new Article V to Chapter 36 which establishes regulations governing discharge to the City's stormwater drainage system in compliance with the requirements of section 3.2.3 of the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) permit issued to the City in November 2020 by the Environmental Protection Agency (EPA).

The MS4 permit requires permittees to develop and implement a comprehensive Stormwater Management Program which includes pollution prevention measures, treatment techniques, monitoring, and other appropriate measures to control the quality of discharge to storm drains which flow to waters of the United States.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

The FY25 budget for Stormwater has funds appropriated for the purpose of public outreach and education and training. Any expenses specific to illicit discharge detection and elimination outreach and/or training will be accounted for within the existing budget and evaluated when preparing the FY26 budget to ensure ongoing MS4 permit compliance.

ACTION PROPOSED

Staff recommends that City Council approve the first reading of Ordinance 4934.

CITY ORDINANCE NO. 4934

AN ORDINANCE OF THE CITY OF LEWISTON ENACTING ARTICLE V TO CHAPTER 36 OF THE LEWISTON CITY CODE, WHICH ARTICLE ESTABLISHES REGULATIONS GOVERNING DISCHARGE TO THE CITY'S STORMWATER DRAINAGE SYSTEM AND PROHIBITING ILLICIT CONNECTIONS AND DISCHARGES TO THE STORMWATER DRAINAGE SYSTEM; AUTHORIZING ACCESS TO REGULATED FACILITIES; REQUIRING NOTIFICATION OF SPILLS; PROVIDING THAT VIOLATIONS OF THE ILLICIT DISCHARGE AND STORMWATER DRAINAGE SYSTEM ORDINANCE ARE MISDEMEANORS PUNISHABLE BY A FINE OF NOT MORE THAN $1,000 DOLLARS OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: A new Article V to Chapter 36 (Water, Wastewater, and Stormwater) of the Lewiston City Code is hereby enacted as follows:

ARTICLE V: ILLICIT DISCHARGE DETECTION AND ELIMINATION

Sec. 36-261. Purpose.

The purpose of this article is to Comply with the requirements of the city's national pollutant discharge elimination system (NPDES) permit no. IDS-028061 and the federal clean water act and to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the stormwater drainage system as required by federal and state law by establishing methods to control the introduction of pollutants into the municipal separate storm sewer system. The objectives of this article are:

(1) To regulate the contribution of pollutants to the stormwater drainage system by stormwater discharges by any user;

(2) To prohibit illicit connections and discharges to the stormwater drainage system;

(3) To establish legal authority to conduct all inspection, surveillance, and monitoring procedures necessary to ensure compliance of this article; and

(4) To establish penalties associated with violations of this article.

Sec. 36-262. Definitions.

For the purposes of this article, the following words shall have the meanings indicated unless the context clearly requires otherwise:

Authorized enforcement agency: means the employees or designees of the director of the public works department designated to overseeing the city's stormwater division and to enforce this article.

Best management practices (BMPs): Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

City: The City of Lewiston and/or its representatives or staff.

Clean water act (CWA): The Federal Water pollution Control Act, 33 U.S.C. §§ 1251 et seq., as amended by the Water Quality Act of 1987, PL 100-4, for stormwater discharges from small municipal separate storm sewer systems (MS4).

Construction activity: Any and all activity incidental to the erection, demolition, assembling, altering, installing or equipping of buildings, structures, roads or appurtenances thereto, including land clearing, grading, excavating and filling. Including a staging area, a parking area, a storage area, and any access routes to the construction site.

Hazardous materials: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

IDEQ: Idaho Department of Environmental Quality.

Illicit connections: An illicit connection is defined as either of the following:

(1) Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the stormwater drainage system including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the stormwater drainage system and any connections to the stormwater drainage system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or

(2) Any drain or conveyance connected from a commercial or industrial land use to the stormwater drainage system which has not been documented in plans, maps, or equivalent records and approved by the city.

Illicit discharge: Any direct or indirect non-stormwater discharge to the city's stormwater drainage system, except as exempted in this article.

Industrial activity: Activities subject to National Pollutant Discharge Elimination System (NPDES) industrial permits as defined in 40 CFR § 122.26(b)(14).

National pollutant discharge elimination system (NPDES) stormwater discharge permit: A permit issued by the Environmental Protection Agency (EPA) (pursuant to 33 USC § 1342(b)) which authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable to an individual, group, or general areawide basis. Specifically, the City of Lewiston and Lewis Clark State College permit (IDS-028061), finalized November 1, 2020.

Non-stormwater discharge: Any discharge to the stormwater drainage system that is not composed entirely of stormwater.

Notice of intent (NOI): Electronic or written notice completed under provisions of the federal construction general permit and filed with the EPA in accordance with current requirements.

Pollutant: Objects and materials which, when discharged to water or air, cause or contribute to water or air pollution, or as defined by the federal water pollution control act (also known as the Clean Water Act).

Maximum extent practicable (MEP): Technology based discharge standard for municipal separate storm sewer systems established by CWA section 402(p).

Pollution: The discharge of any pollutant into the airstream or waters of the state or the United States which will or is likely to create a nuisance or to render such waters harmful, detrimental, or injurious to public health, safety or welfare, or to domestic, commercial, industrial, recreational, aesthetic, or other beneficial uses, or as defined by the federal water pollution control act (also known as the CWA).

Premises: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Stormwater drainage system: All parts of the city's stormwater conveyance system, including roads, alleyways, streets, gutters, catch basins, pipes, culverts, ditches, and other conveyances which normally convey stormwater. The term also includes all city-maintained system of ditches, channels, swales, culverts, basins, treatment systems, gutters, inlets, storm pipes, outfalls, ponds, creeks, rivers, wetlands, and any other appurtenances necessary, useful, or convenient for the orderly collection, conveyance, treatment, and disposal of stormwater runoff.

Stormwater pollution prevention plan (SWPPP): A document which describes the BMPs and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the MEP.

SWPPP must be filed in accordance with the requirements of the federal notice of intent for the construction general permit for all projects which disturb 1 acre or more. Copies of the NOI and the SWPPP must be provided to the city in the permit application process.

Stormwater: Surface runoff and drainage associated with rainstorm events and snowmelt.

Wastewater: Water-carried human waste or a combination of water-carried waste from residences, business buildings, institutions and industrial establishments, together with such ground, surface, storm or other waters as may be present.

Watercourse: Any natural or artificially managed channel through which water flows on a regular or routine basis.

Waters of the United States: Those waters described in the context of wetlands and interstate commerce and fully described at 33 CFR part 328.

In the event of a dispute or discrepancy regarding the definition of a term used in this article, the definition contained in the federal water pollution control act (33 USC § 1251 *et seq*.), also known as the CWA, and any subsequent amendments thereto, shall be the controlling authority.

Sec. 36-263. Applicability.
This article shall apply to all water directly or indirectly entering the city's stormwater drainage system, which is generated on any developed or undeveloped lands unless explicitly exempted by an authorized enforcement agency.

Sec. 36-264. Administration.
The stormwater coordinator identified in Article IV of this chapter shall administer, implement, and enforce the provisions of this article. Any powers granted or duties imposed upon these entities may be delegated in writing by the authorized enforcement agency to the person(s) or entities acting in the beneficial interest of the city.

Sec. 36-265. Disclaimer.
The standards set forth herein and promulgated pursuant to this article are minimum standards; therefore, this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized or illicit discharge of pollutants.

Sec. 36-266. Discharge Prohibitions and Exemptions.

(a) General prohibition of illicit discharges: No person shall directly or indirectly discharge or cause to be discharged into the stormwater drainage system, including city streets, roads and alleyways, or watercourses, including, but not limited to, any materials that are categorized in section 2.4.5.2 *Sources of Pollution of Waters of the United States* located in the City of Lewiston and Lewis Clark State College NPDES permit #IDS02861.

(b) Specific prohibition of illicit discharges: No person shall directly or indirectly discharge or cause to be discharged into the stormwater drainage system the following pollutants, substances or wastewater, including but not limited to:

(1) Trash or debris; construction materials, including, but not limited to cement and concrete; petroleum products including, but not limited to oil, gasoline, grease, fuel oil, heating oil; antifreeze and other automotive products; metals in excess of naturally occurring amounts, in either particulate of dissolved form; flammable or explosive materials; chemicals not normally found in uncontaminated water; acids, alkalis, or bases; painting products; degreasers and/or solvents; drain cleaners; commercial and household cleaning products; pesticides, herbicides, or fertilizers; steam cleaning or pressure washing wastes; soaps, detergents, or ammonia; chlorinated water from swimming pool, hot tub or fountain water; salt water from swimming pool, hot tub or

fountain water; water used for swimming pool, hot tub or fountain filter backwash; domestic or sanitary sewage; discharge carrying pollutants from roof downspout systems; animal carcasses; food wastes; recreational vehicle wastes; wastewater or process wastewater (including filtered or purified wastewater); any hazardous material or waste not listed above.

(c) The commencement, conduct or continuance of any illicit discharge to the stormwater drainage system is prohibited except as described as follows:

(1) The following discharges are exempt from discharge prohibitions established by this article: uncontaminated water line flushing; landscape irrigation (provided all pesticides, herbicides and fertilizer have been applied in accordance with manufacturer's instructions); diverted stream flows; uncontaminated groundwater infiltration (as defined at 40 CFR § 35.2005(20)) to separate storm sewers; rising groundwaters; uncontaminated pumped groundwater; discharges from potable water sources; foundation drains and footing drains (where flows are not contaminated with process materials such as solvents); uncontaminated air conditioning or compressor condensate; irrigation water; springs; water from crawl space pumps; lawn watering; individual residential car washing; flows from riparian habitats and wetlands; dechlorinated swimming pool and hot tub discharges, these discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted, and volumetrically and velocity controlled to prevent re-suspension of sediments in the stormwater drainage system, routine external building washdown which does not use detergents; street and pavement wash waters where no detergents are used and no spills or leaks of toxic or hazardous materials have occurred (unless all spilled material has been removed); fire hydrant flushing.

(2) Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.

(3) Dye testing is an allowable discharge but requires a verbal notification to the public works department prior to the time of the test.

(4) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted by the city for any discharge to the stormwater drainage system.

Sec. 36-267. Connection prohibitions.

No person shall connect, or cause any connection to be made or maintained, into the stormwater drainage system or watercourse. Th construction, use, maintenance, or continued existence of illicit connections to the stormwater drainage system is prohibited. This prohibition expressly includes, without limitation, illicit connections made prior to the enactment of this article, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is considered to be in violation of this article if the person connects a line conveying sewage or other non-stormwater

discharge to the stormwater drainage system, or allows such a connection to continue, without written city approval.

Sec. 36-268. Suspension of Municipal Separate Storm Sewer System Access.

(a) Suspension due to illicit discharges in emergency situations: The authorized enforcement agency may, without prior notice, suspend stormwater drainage system discharge access to a person or entity when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the stormwater drainage system or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the stormwater drainage system or waters of the United States, or to minimize danger to persons.

(b) Termination due to the detection of illicit discharge: any person discharging to the stormwater drainage system in violation of this article may have their stormwater drainage system access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its stormwater drainage system access. Service of the authorized enforcement agency's written decision may be accomplished by hand-delivery or by mail. If such a decision is hand-delivered, it shall be deemed received immediately. If such a decision is served by mail, it shall be deemed received seventy-two (72) hours after depositing the same in the U.S. mail, first class, certified, or registered; postage prepaid; and addressed to the customer's last known utility billing address.

(c) Written approval required for reinstatement: Any person who reinstates stormwater drainage system access terminated pursuant to this section, without the prior written approval of the authorized enforcement agency is guilty of a misdemeanor.

Sec. 36-269. Industrial or Construction Activity Discharges.

Any person subject to a Construction General Permit (CGP) or Multi Sector General Permit (MSGP) shall comply with all provisions of such permit. Proof of compliance with said permit may be required by the authorized enforcement agency prior to allowing any discharges to the stormwater drainage system.

Sec. 36-270. Monitoring of Discharges.

(a) Applicability: This section applies to all facilities that have stormwater discharges associated with commercial activity and industrial activity, including construction activity.

(b) Access To Facilities:

(1) The authorized enforcement agency shall be permitted to enter and inspect facilities subject to regulation under this article as often as may be necessary to determine compliance with this article. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to the authorized representative of the authorized enforcement agency.

(2) Facility operators shall allow the authorized enforcement agency ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law related to said discharges.

(3) The authorized enforcement agency shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharge.

(4) The authorized enforcement agency has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated as required by the manufacturer's operation manual to ensure their accuracy.

(5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator of the facility at the written or oral request of the authorized enforcement agency and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(6) Unreasonable delays in allowing the authorized enforcement agency access to a permitted facility is a violation of a stormwater discharge permit and of this article. A person who is the operator of a facility with an NPDES permit to discharge stormwater associated with industrial activity commits a misdemeanor offense if the person denies the authorized enforcement agency access to the permitted facility for the purpose of conducting any activity authorized or required by this article.

(7) If the authorized enforcement agency has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 36-271. Use of Best Management Practices to Prevent, Control and Reduce Stormwater Pollutants Required.

The city shall adopt requirements identifying BMPs for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the stormwater drainage system, or waters of the United States. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the stormwater drainage system or watercourses through the use of these structural and nonstructural BMPs. Further, any person

responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the stormwater drainage system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. These BMPs shall be part of a SWPPP as necessary for compliance with requirements of the applicable NPDES permit.

Sec. 36-272. Watercourse Protection.
Every person owning property through which a watercourse passes, shall keep and maintain that part of the watercourse within said person's property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly alter the flow of water through the watercourse. In addition, the owner shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Sec. 36-273. Notification of Spills.
Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the stormwater drainage system, the stormwater drainage system, or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of a release of hazardous materials that person must immediately notify emergency response agencies and IDEQ of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the authorized enforcement agency in person or by phone no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the stormwater coordinator within three (3) business days of the notice.

If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years from the date of the discharge.

Sec. 36-274. Violations Constitute Misdemeanors.
The knowing violation of any provision or failure to comply with any requirement of this article shall constitute a misdemeanor and may be punishable by a fine up to one thousand dollars ($1,000.00), imprisonment in the county jail up to six (6) months, or both. Each day on which a violation occurs may constitute a separate criminal offense.

Sec. 36-275. Acts Resulting in Violation of Federal Laws and Regulations.
Any person who violates any provision of this article, or discharges any pollutant or causes pollution, may also be in violation of federal laws or regulations, and may be subject to the sanctions of those laws or regulations, including civil or criminal penalties, notwithstanding any legal action taken by the city.

Sec. 36-276. Violations deemed a public nuisance.

(a) In addition to the criminal penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, and welfare, and is declared and deemed a public nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

(b) Pursuant to Idaho Code §§ 50-334 and 50-1008, if the city causes a public nuisance to be prevented, removed, and/or abated, then, within thirty (30) calendar days of such action, the city shall mail to the property owner a billing statement requiring payment to the city for the actual cost of prevention, removal, and/or abatement of the public nuisance plus an administrative fee. Such administrative fee shall be set by resolution of the Lewiston City Council.

Sec. 36-277. Remedies not exclusive.
The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

Sec. 36-278. Disclaimer of liability.
The degree of protection required by this article is considered reasonable for regulatory purposes and is based on scientific, engineering, and other relevant technical considerations. The standards set forth herein are minimum standards and this article does not imply that compliance will ensure against all unauthorized discharge of pollutants. This article shall not create liability on the part of the city, any agent or employee thereof for any damages that result from reliance on this article, or any administrative decision lawfully made thereunder.

SECTION 2: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _____ day of _____, 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

A PDF of the entire MS4 permit can be accessed here:

https://cityoflewiston.org/781/Guiding-Documents#MS4link

and longitude, with a minimum accuracy of +/-30 feet), and general information regarding dimensions, shape, material (concrete, PVC, etc.);

3.2.2.2 Location of all MS4 collection system pipes, open channel conveyances, (laterals, mains, etc.) owned/operated by the Permittee, including locations where the MS4 is physically interconnected to the MS4 of another operator;

3.2.2.3 Location of structural flood control devices, if different from the characteristics listed above;

3.2.2.4 Names and locations of waters of the U.S. that receive discharges from the inventoried MS4 outfalls, including an indication of all use impairments as identified by IDEQ in the most recent Integrated Report;

3.2.2.5 Location of all existing permanent stormwater controls which are part of the MS4 owned and/or operated by the Permittee, including structural or treatment controls (e.g., detention and retention basins, infiltration systems, bioretention areas, swales, oil/water separators and/or other proprietary systems);

3.2.2.6 Location and characteristics of any MS4 outfalls with ongoing dry weather flows identified by the Permittee as being caused by irrigation return flows and/or groundwater seepage; and

3.2.2.7 Location of Permittee-owned vehicle maintenance facilities, material storage facilities, heavy equipment storage areas, maintenance yards, and snow disposal sites; Permittee-owned or operated parking lots and roads in areas served by the MS4.

3.2.3 Ordinance and/or other regulatory mechanisms

The Permittees must prohibit non-stormwater discharges into the MS4 (except those conditionally allowed by Part 2.4) through enforcement of an ordinance or other regulatory mechanism to the extent allowable under Idaho state law. The Permittees must implement appropriate enforcement procedures and actions, including a written policy of enforcement escalation procedures for recalcitrant or repeat offenders, to ensure compliance.

To be considered adequate, the ordinance or regulatory mechanism must:

3.2.3.1 Authorize the Permittee to control and respond to the discharge of spills into the MS4 to the extent allowable pursuant to authority granted the individual Permittee under Idaho state law;

3.2.3.2 Authorize the Permittee to prohibit illicit connections, and the dumping or disposal of materials other than stormwater, into the MS4; and

3.2.3.3 Authorize the Permittee to prohibit, and eliminate, at a minimum, the following discharges to the MS4 to the extent allowable pursuant to authority granted the individual Permittee under Idaho state law:

- Sewage;
- Discharges of wash water resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive services facilities;
- Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery, or facility, including motor vehicles, cement-related equipment, and port-a-potty servicing, etc.;
- Discharges of wash water from mobile operations, such as mobile automobile or truck washing, steam cleaning, power washing, and carpet cleaning, etc.;

- Discharges of wash water from the cleaning or hosing of impervious surfaces in municipal, industrial, commercial, and residential areas - including parking lots, streets, sidewalks, driveways, patios, plazas, work yards and outdoor eating or drinking areas, etc., where detergents are used and spills or leaks of toxic or hazardous materials have occurred (unless all spilled material has been removed);
- Discharges of runoff from material storage areas containing chemicals, fuels, grease, oil, or other hazardous materials;
- Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
- Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; and
- Discharges of food-related wastes (grease, fish processing, and restaurant kitchen mat and trash bin wash water, etc.).

3.2.4 Illicit Discharge Complaint Report and Response Program

At a minimum, the Permittees must respond in the following manner to reports of illicit discharges from the public:

3.2.4.1 **Receipt of Complaints or Reports from the Public**: The Permittees must maintain a dedicated telephone number, email address, and/or other publicly available and accessible means (in addition to the website required in Part 3.1.8) for the public to report illicit discharges. This complaint/reporting function must be answered by trained staff during normal business hours. During non-business hours, a system must be in place to record incoming calls or reports, and to guarantee timely response by the Permittee(s). The Permittees' means of receiving complaints/reports from the public must be printed and/or advertised through the appropriate education, training, and public participation materials produced under Part 3.1 (*Education, Outreach and Public Involvement*).

3.2.4.2 **Response to Complaints or Reports from the Public**: The Permittees must respond to and investigate all complaints or reports of illicit discharges as soon as possible, but no later than within two (2) working days.

3.2.4.3 **Tracking of Complaints or Reports and Actions Taken:** The Permittees must maintain a log or other means of documenting all complaints or reports of illicit discharges into the MS4, and the response or action taken by the Permittee(s)s to address the complaint or report. Such program information must be summarized for the relevant reporting period and included in each Annual Report.

3.2.5 Dry Weather Outfall Screening Program

The Permittees must conduct a dry weather analytical and field screening monitoring program to identify non-stormwater flows from MS4 outfalls during dry weather. This program must emphasize screening activities to detect and identify illicit discharges and illegal connections, and to reinvestigate potentially problematic MS4 outfalls throughout the Permit Area defined in Part 1.1. At a minimum, this program must include the following SWMP control measure components:

3.2.5.1 **Outfall Identification and Screening Protocols**: The Permittees must use reconnaissance activities, information recorded through the complaint reporting program, and (if available) existing watershed assessment or Total Maximum

ADVISORY BOARD OR COMMISSION APPLICATION

Completing this form is a way to indicate your interest in being considered for appointment, or reappointment, to some of the City of Lewiston's Boards and Commissions. All appointments and re-appointments are at the discretion of the Mayor and confirmed by City Council (LCC 2-42 (b)). All boards and commissions applications are processed by the City Clerk and can be sent by mail to: Attn: City Clerk, PO Box 617, Lewiston, ID 83501; or email: tbrocke@cityoflewiston.org.

Full Name: Chris Jacks Date: 11/15/2024

Email: cjacks@cityoflewiston.org Phone: 208-791-8812

Address: 1906 Powers Dr. City/State/Zip:

If a resident of Lewiston, how long?: 30 plus

Employer: Lewiston Fire Department Occupation: Paramedic / Battalion Chief

Please number your choices according to preference (leave blank any one on which you do not wish to serve):

- ☐ Audit Committee
- ☐ Code Board of Appeals
- ☐ Compensation Review Committee
- ☐ Development Impact Fee Advisory Committee
- ☐ Disability Advisory Commission
- ☒ Emergency Medical Services Advisory Board
- ☐ Historic Preservation Commission
- ☐ Library Board of Trustees
- ☐ Parks & Recreation Commission
- ☐ Planning & Zoning Commission
- ☐ Public Works Advisory Commission
- ☐ Urban Forestry & Cemetery Commission

Attendance Requirements (LCC Chapter 2, Section 2-45):

Each member of an advisory board or commission, excluding the Emergency Medical Services Advisory Board, shall not be absent from any 3 consecutive meetings without an excuse acceptable to such advisory board or commission, and shall attend at least 7 of the preceding 12 regular meetings. Will you be able to meet the attendance requirements of the meetings of the boards to which you may be appointed? **Yes** ☒ **No** ☐

List any City Board, Commission, or Committee, on which you currently serve:

Please describe why you are interested in serving on a board or commission and why you feel you are qualified:

I feel that the EMSAB is a much needed group in order to continue the long-standing service of providing high quality Emergency Medical Care to our community. It is important we provide this service to our citizens and we do it as fiscally responsibly as we can.

Please note any paid or volunteer work, hobbies, special interests, or offices held that may relate to the position(s) for which you have applied (use extra paper if needed).

I work as a paramedic and BC with Lewiston Fire and a Medical Unit Leader with the USFS. Both positions reinforce the values of providing the best care possible to our citizens we serve.

What unique qualities, perspectives, and life experiences would you bring to this board/commission and the City?

I have worked in the EMS world as a volunteer, part-time and full-time EMT up to a paramedic since 1991. I wa also trained as a combat-lifesaver with the US Army NG and served from 1992 until 2000. I feel I can look at providing this essential service from multiple aspects, doing what is best for our citizens and taxpayers.

Please list below the names and telephone numbers of two persons who can serve as a personal reference for you:

Name:	Lance Hansen (lewiston Schools Superintendent)	Phone:	208-748-3033
Name:	Travis Myklebust	Phone:	208-305-6771

IMPORTANT INFORMATION ABOUT YOUR APPLICATION: Upon submittal of this application to the City Clerk's office, all information provided becomes a public record. Should you have any questions, please contact the City Clerk at 208-746-3671 x 6202.

By typing my name or handwriting my signature, I certify that I have read the application and certify that the statements in this application are true and correct to the best of my knowledge:

Signature: Chris Jacks Digitally signed by Chris Jacks Date: 2024.11.23 08:09:22 -08'00' Date: 11/15/2024

Return Completed Application by:

Mail:
City of Lewiston
Attn: City Clerk
PO Box 617
Lewiston, ID 83501

OR

Email:
tbrocke@cityoflewiston.org

OR

Drop Off:
City Hall
1134 F Street
Lewiston, ID 83501