Public Works / Finance Committee

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, December 9, 2019 **3:00 PM** **Council Chambers**
206 E. Third St.

REGULAR AGENDA

1. **Approval of the November 12, 2019 Public Works / Finance Committee Minutes (ACTION ITEM) - Caylee Birge**

   Minutes presented for approval.

   PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

2. **Disbursement Report November 2019 (ACTION ITEM) - Sarah Banks**

   Staff will present the Accounts Payable Report for the month ending November 2019.

   ACTION: Sign the Disbursements Report for the month of November, 2019.

3. **Consideration of Janitorial Services Bid Results (ACTION ITEM) - David Schott**

   The City published an invitation to bid on November 2, 2019 and November 9, 2019 for custodial services for certain City buildings. In addition to the published invitation to bid, eight (8) custodial services were sent the invitation to bid. Bid opening for custodial services took place on November 20, 2019, at which time three (3) bids were received. ABM Industry Groups, LLC was the low bidder for Module #1, Module #4, Module #5, and Module #6 in the amount of $196,704.24 for the two (2) year, eight (8) month Agreement from February 1, 2020 through September 30, 2022. EVCAR, Inc. dba Service Master Building Maintenance was the low bidder for Module #2 and Module #3 in the amount of $193,668.16 for the two (2) year, eight (8) month Agreement from February 1, 2020 through September 30, 2022.

   PROPOSED ACTIONS: Accept the low bid from ABM Industry Groups, LLC in the amount of $196,704.24 for Module #1, Module #4, Module #5, and Module #6 and accept the low bid from EVCAR, Inc. dba Service Master Building Maintenance in the amount of $193,668.16 for Module #2 and Module #3, or provide staff further direction.

4. **Professional Services Agreement for Design on 6th St and 3rd St Phase I & II Federal-Aid Project - (ACTION ITEM) Scott Bontrager / Nate Suhr**

   The Local Highway Safety Improvement Program (LHSIP) administered by the Local Highway Technical Assistance Council (LHTAC) for the Idaho Transportation Department (ITD) has provided federal funding to reduce Fatal and Serious Injury crashes on local roadway systems. LHSIP funds can be used for a variety of safety related projects that reduce the amount of crashes in a single area or system-wide projects that are based on improving safety in the proposed project area. The Third Street Safety Improvement projects include the installation of

LED luminaires to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. This project is located on Third Street (Hwy. 8) from Lieuallen Street to Jackson Street. In 2016 the City was awarded funding through the LHSIP for the Sixth Street Pedestrian Safety Improvement project with total project costs of $166,000. The project was previously designed and advertised, with bids opened by ITD in April, 2019. The two responsive bids received were more than 75% over budget, so LHTAC and the City agreed to combine the Sixth Street project with the Third Street Safety Improvement projects to decrease costs by streamlining construction and project delivery activities in one larger project. In 2017 and 2018 the City was also awarded federal funds for the Third Street Safety Improvement Projects Phase I & II. The total cost of the Third Street Safety projects is estimated at $727,000 with a maximum federal participation of $673,638. The local match requirement is 7.34% ($53,362) of which $4,000 was previously paid with the State/Local Agreement for Design and Construction that was executed in July, 2019. A request for qualifications was issued by the Local Highway Technical Assistance Council for design services on September 9, 2019, and three qualified engineering firms responded. Precision Engineering, LLC of Eagle, Idaho has been selected to perform the design work on these projects. The LHTAC and City staff have negotiated an agreement with Precision Engineering for this work in the amount of $88,082.00. The amount equates to 15% of the estimated construction amount for the combined projects, which both the LHTAC and City Staff deem reasonable for design services on a federal-aid project. Design is expected to be completed by October of 2020, and the project should be advertised for construction immediately following LHTAC's and ITD's approval. Construction is expected to occur during the summer of 2021. The design services agreement has been reviewed and approved by the City Attorney.

PROPOSED ACTIONS: Recommend approval of the agreement, or provide staff further direction.

REPORTS

Plastic Film Recycling Report - Tim Davis

ADJOURN

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

Public Works / Finance Committee

Regular Meeting ~Minutes~	Laurie M. Hopkins City Clerk
www.ci.moscow.id.us	208.883.7015

Tuesday, November 12, 2019	3:00 PM	Council Chambers 206 E. Third St.

The meeting was called to order at 3:26 p.m.

PRESENT:	Jim Boland, Katherine Bonzo
OTHER:	Mayor Bill Lambert
ABSENT:	Art Bettge, Anne Zabala
STAFF:	Gary J. Riedner, Mia Bautista, Bill Belknap, Mike Ray, Tyler Palmer, Sarah Banks, Aimee Hennrich, Caylee Birge

REGULAR AGENDA

1. **Approval of the Public Works / Finance Committee October 28, 2019 Minutes (ACTION ITEM) - Caylee Birge**

   Minutes presented for approval.

   PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

The minutes were postponed due to the absence of Councilors Bettge and Zabala.

2. **Disbursement Report October 2019 (ACTION ITEM) - Sarah Banks**

   Staff will present the Accounts Payable Report for the month ending October 2019. An updated September report with final FY2019 revenue figures is also attached.

   ACTION: Sign the Disbursements Report for the month of October, 2019.

This item was heard as Item 3

Banks introduced the item above. October had nine major payments: Idaho Transportation Department (ITD) for the A Street Phase 2 project, corrosion prevention painting on the NE tank, inflow and infiltration abatement, professional services for Mountain View 6th Street to Joseph Street, Myrtle Street construction, payment for monitors, laptops and software licensing, asphalt patches for Moscow Recycling Center parking lot, half of an annual payment to ICRMP, and the Palouse Basin Aquafer Committee (PBAC) annual assessment. Staff sent out a revised revenue report for September because at the time of the September report, numbers were preliminary. The official numbers increased the revenue by approximately two million dollars. The bond proceeds increased cash and investment. Committee signed the report.

3. **Lot Line Adjustment for 2312 and 2306 E Third St (ACTION ITEM) - Mike Ray**

   The applicant, Rafik Itani, is requesting a lot line adjustment between two properties located at 2312 and 2306 Third Street. The proposed lot line adjustment would reduce the lot addressed as 2306 Third Street from 8,015 sf to 7,328 sf and expand the lot addressed 2312 Third Street from

8,473 sf to 9,160 sf. The applicant is requesting the lot line adjustment in order to conform to side yard setback requirements for future construction of single family dwellings upon the subject properties. Each lot is currently vacant. The subject properties are located within the Moderate Density, Single-Family Residential Zoning District (R-2). Within the R-2 Zoning District, lots with single-family dwellings require a minimum area of 7,000 sf and a minimum lot width of 60 feet. The proposed lot line adjustment meets both of these standards.

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

This item was heard as Item 4.
Ray introduced the item as written above. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Update to Fee Resolution for Water and Sewer GFC's in accordance with Construction Cost Index (ACTION ITEM) – Tyler Palmer

The City has worked to identify the most equitable way to apply cost increases to our General Facilities Charges associated with new water and sewer service installations. The Engineering News-Record (ENR) Construction Cost Index History is broadly used as a reliable source for tracking costs related to materials and labor required for the installation of infrastructure. The use of this index results in a 3.03% adjustment to the rates in the FY2020 Fee Schedule.

PROPOSED ACTIONS: Recommend approval of the amended FY2020 fee resolution, or provide staff further direction.

This item was heard as Item 5.
Palmer introduced the item as written above. Staff has made an update to the way fees are calculated Due to the *North Idaho Building Contractors Association vs. the City of Hayden, Idaho* court case which brought into question impact fees and general facilities charges. The court indicated that rather than subjecting increases to the same rationale as increasing service fees, they should be indexed to the construction index. By using the construction cost index, the fees will be a lower amount than previously. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Master Services Agreement with Hodge and Associates (ACTION ITEM) - Bill Belknap

In 2017 the City conducted a design professional prequalification process to prepare a professional services consultant roster. Hodge and Associates, Inc. of Moscow were deemed to be qualified to provide general civil engineering services at that time. Staff wishes to execute the attached Master Agreement to allow Hodge and Associates to provide design services on a task order basis in accordance with the recently passed Resolution 2019-20 which established to process for the development of a preapproved list of qualified professional service providers. This agreement will be effective through December 31, 2020 at which time the City anticipates conducting the re-qualification process in accordance with the Resolution.

PROPOSED ACTIONS: Recommend approval of the Master Services Agreement with Hodge and Associates; or provide staff further direction

This item was heard as Item 2.
Belknap introduced the item as written above. Staff hopes to utilize Hodge and Associates with a task order under this master agreement for the design of the reconstruction design of 1st Street and Almon Street, between Jackson and Almon. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

ERP Software Update – Gary J. Riedner

Riedner explained the desire for an Enterprise Resource Planning (ERP) software. The current financial software, Springbrook, isn't keeping up with the city needs. Currently, electronic and credit card payment convenience fees are paid by city funds and Springbrook cannot add a charge to the customer. Other services could provide a way to add a charge to the bill but are not user or customer friendly. Staff would like to go out for request for proposals for new software. The cost will be approximately $350,000. Funding has been identified in the enterprise funds at $80,000 each and $120,000 from the General Fund. Staff would like to advertise for bids as soon as possible since the city is at year end. After a successfully negotiated contract is complete, implementation and migration can be done January to March after audit and prior to budget preparation beginning. Once the proposals are received, staff can bring the net change before Council. The Committee directed staff to proceed with the process.

Utility Rate Study Update – Tyler Palmer

The city's previous rate study runs through 2020. Capital programs are a large part of the utility rate studies since there is a lot of money tied up in capital programs. Staff is in the process of finalizing the capitol programs updates. There may be some adjustments in the structure of the sewer rate in particular. A citizen advisory committee will be created to work toward getting the rate study finalized. The purple pipes are a part of the reuse system, and a major cost is the distribution systems and a large project. The city has never included a wastewater reuse project except through the sewer treatment plant upgrades. The city has been aggressively engaged to address these environmental and cost concerns. The biggest issue is the capital improvement program. Staff can pull the information from both the water and sewer comprehensive plans to determine what rate is needed to support years from now. By putting projects together, there will be a cost savings. The footprint of the treatment plant meets the city needs right now and has a lot of capacity left. The University has holding tanks for reuse water, with approximately half million gallons of storage along with the holding ponds at the golf course. Recharging the aquifer through direct injection doesn't mean water is being removed from the pipes and pumped into the aquifer. There are concerns about emerging contamination, and this will take a lot of thoughtful research before moving forward.

ADJOURN

The meeting was closed 4:05 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, December 9, 2019

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report November 2019 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending November 30, 2019. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of $2,282,096.97.

Payroll	$1,077,213.00
Professional Services	$38,771.00
Sanitation	$340,817.00
Capital Outlay	$167,655.00
Capital Outlay - Improvements	$137,218.00
Capital Outlay - Vehicles	$12,050.00
Supplies	$36,859.00
Utilities	$69,559.00
Contractual Payments	$241,786.00
ACH Wells Fargo	$44,990.00
Total	**$2,166,918.00**

STAFF RECOMMENDATION

Sign the Disbursements Report for the month of November, 2019.

PROPOSED ACTIONS

ACTION: Sign the Disbursements Report for the month of November, 2019.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Cash and Investments NOV
2. Revenue Report NOV
3. Disbursement Report November 2019

City of Moscow
Cash and Investments
Balances as of 11/30/2019

Fund		Year to Date Balance
General Fund	$	4,878,000.83
Street Fund	$	1,579,447.02
Culture & Recreation	$	1,312,443.84
MSDCPF	$	136,410.16
1912 Fund	$	41,237.96
Transit Center	$	67,800.73
Water Fund	$	2,897,489.82
Sewer/WWTP	$	7,785,233.06
Sanitation Fund	$	2,687,234.13
Fleet Fund	$	3,546,181.44
Information Systems	$	2,079,586.27
Water Capital	$	7,602,345.25
Sewer Capital	$	6,936,807.42
Capital Projects	$	11,206,504.23
Sanitation Capital	$	5,743,696.51
LID construction	$	129,325.65
Hamilton	$	2,313,662.86
Bond & Interest	$	19,484.38
LID Funds	$	18,578.10
Payroll Service	$	519,863.32
Total Cash & Investments	**$**	**61,501,332.98**

RECEIPTS REPORT FOR November 2019

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	4,538.71	90,796.39	41,809.05	196,230.81	134,796.02	12,878.50	39,733.40	11,584.12	1,116.47	5,338.15	538,821.62
105	STREETS	757.31	0.00	0.00	0.00	24,488.00	0.00	0.00	124.00	0.00	0.00	25,369.31
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	10,041.35	0.00	0.00	1,189.44	0.00	15.00	11,245.79
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,405.12	0.00	0.00	0.00	0.00	0.00	0.00	5,405.12
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,438.71	0.00	0.00	0.00	0.00	93.71	1,532.42
220	WATER	0.00	0.00	0.00	0.00	481,690.84	0.00	48,975.67	0.00	0.00	0.00	530,666.51
230	SEWER	0.00	0.00	0.00	0.00	610,632.81	0.00	4,276.59	518.22	0.00	0.00	615,427.62
240	SANITATION	0.00	0.00	0.00	0.00	404,151.03	0.00	0.00	2,000.00	0.00	0.00	406,151.03
290	FLEET	0.00	0.00	0.00	0.00	97,309.70	0.00	0.00	0.00	0.00	0.00	97,309.70
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	117,298.00	0.00	0.00	256.90	0.00	0.00	117,554.90
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	27,290.06	0.00	0.00	16,284.93	115.65	0.00	1,144.75	44,835.39
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	4,342.61	0.00	0.00	0.00	4,342.61
590	BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.25
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	**5,296.02**	**90,796.39**	**41,809.05**	**228,925.99**	**1,881,846.46**	**12,878.50**	**113,613.45**	**15,788.33**	**1,116.47**	**6,591.61**	**2,398,662.27**

DISBURSEMENTS REPORT FOR NOVEMBER 2019

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		11/6/2019	11/7/2019	11/8/2019	11/12/2019	11/12/2019	11/21/2019	11/25/2019	11/27/2019	11/12/2019 11/25/2019	11/8/2019	11/8/2019	11/22/2019	
BATCH #		00002.11.2019	00001.11.2019	00004.11.2019	00005.11.2019	00003.11.2019	00007.11.2019	00009.11.2019	00008.11.2019	00006.11.2019 00010.11.2019	00001.11.2019	00100.11.2019	00200.11.2019	
CHECK #'s		93094	93095-93179	93180	93181	93182-93242	93243-93306	93307	93308-93359	November CC ACH	93145	21096-21106	21107-21117	
Fund #														
	ACH for Wells Fargo to be Imported									7,688.34				**7,688.34**
101	**GENERAL**		27,019.78			18,538.51	15,273.61		161,597.57	13,010.84		316,595.31	350,936.35	**902,971.97**
105	**STREETS**		20,402.99			1,231.44	753.98		1,858.55	1,235.30		24,764.94	24,877.14	**75,124.34**
120	**RECREATION AND CULTURE**		18,906.36	78.73		8,981.99	5,560.67		8,863.64	6,976.13	(308.73)	48,404.01	48,393.52	**145,856.32**
121	**MSD COMM. PLAY FIELDS**		153.37			145.35						2,553.87	2,576.90	**5,429.49**
123	**1912 CENTER**					7,916.67								**7,916.67**
128	**TRANSIT CENTER**		1,519.48											**1,519.48**
220	**WATER**		22,203.98		10,895.00	7,305.13	9,804.79		726.26	5,340.66		50,968.81	51,754.91	**158,999.54**
230	**SEWER**	110.00	104,092.93			14,957.46	38,211.34		4,633.41	2,574.83		44,550.92	44,595.19	**253,726.08**
240	**SANITATION**		104,888.99					235,927.78		140.46		5,300.58	5,396.72	**351,654.53**
290	**FLEET**		12,218.56			19,593.62	12,153.45		44.24	1,860.12		11,514.41	11,560.92	**68,945.32**
295	**INFORMATION SYSTEMS**		17,752.97			3,573.96	9,242.27		20,876.35	6,163.13		16,262.41	16,206.51	**90,077.60**
320	**WATER CAPITAL PROJECTS**		25,784.19				4,363.31							**30,147.50**
330	**SEWER CAPITAL PROJECTS**		1,200.00				4,093.30							**5,293.30**
340	**SANITATION CAPITAL PROJ**													**0.00**
350	**CAPITAL PROJECTS**		161,187.52			5,990.00	6,466.47		3,102.50					**176,746.49**
355	**LID CONSTRUCTION**													**0.00**
380	**HAMILTON - PARKS & REC**													**0.00**
590	**BONDS & INTEREST**													**0.00**
	TOTAL	**110.00**	**517,331.12**	**78.73**	**10,895.00**	**88,234.13**	**105,923.19**	**235,927.78**	**201,702.52**	**44,989.81**	**(308.73)**	**520,915.26**	**556,298.16**	**2,282,096.97**

WIRE Transfers:

________________________ **Jim Boland, Chair**

________________________ **Sarah L. Banks, Finance Director**

________________________ **Art Bettge**

________________________ **Anne Zabala**

COMMITTEE STAFF REPORT

DATE: Monday, December 9, 2019

RESPONSIBLE STAFF

David Schott, Assistant Parks and Recreation Director

ADDITIONAL PRESENTER(S) | OTHER RESOURCES

AGENDA ITEM TITLE

Consideration of Janitorial Services Bid Results (ACTION ITEM) - David Schott

DESCRIPTION

The City published an invitation to bid on November 2, 2019 and November 9, 2019 for custodial services for certain City buildings. In addition to the published invitation to bid, eight (8) custodial services were sent the invitation to bid. Bid opening for custodial services took place on November 20, 2019, at which time three (3) bids were received.

The City of Moscow grouped all City buildings into six (6) modules for the purposes of bidding. Bidders were allowed to bid on one (1) module, multiple modules, or all the modules. The intent of creating modules of City buildings was to encourage more bidders that may be more local or regional by reducing the number of buildings. The City would then enter into a Professional Services Agreement with the successful bidder for each module. The Agreement will commence February 1, 2020, and extend to September 30, 2022.

A breakdown of the thirteen (13) City buildings by module is as follows:

Module #1: Moscow Police Department.
Module #2: City Hall, Paul Mann Building, and Annex.
Module #3: Hamilton Indoor Recreation Center and Eggan Youth Center.
Module #4: Fire Station #1 and Fire Station #3.
Module #5: Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building.
Module #6: Intermodal Transit Center and City Shop.

ABM Industry Groups, LLC was the low bidder for Module #1, Module #4, Module #5, and Module #6 in the amount of $196,704.24 for the two (2) year, eight (8) month Agreement from February 1, 2020 through September 30, 2022.

EVCAR, Inc. dba Service Master Building Maintenance was the low bidder for Module #2 and Module #3 in the amount of $193,668.16 for the two (2) year, eight (8) month Agreement from February 1, 2020 through September 30, 2022.

STAFF RECOMMENDATION

Accept the low bid from ABM Industry Groups, LLC in the amount of $196,704.24 for Module #1, Module #4, Module #5, and Module #6 and accept the low bid from EVCAR, Inc. dba Service Master Building Maintenance in the amount of $193,668.16 for Module #2 and Module #3.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the low bid from ABM Industry Groups, LLC in the amount of $196,704.24 for Module #1, Module #4, Module #5, and Module #6 and accept the low bid from EVCAR, Inc. dba Service Master Building Maintenance in the amount of $193,668.16 for Module #2 and Module #3, or provide staff further direction.

FISCAL IMPACT

The expenses for janitorial services is expensed from various budgets throughout the City under GL Code: xxx-xxx-xx-650-10, Janitorial Services & Supplies.

PERSONNEL IMPACT

ATTACHMENTS

1. 11.20.19 Bid Tally Janitorial
2. 2019 Janitorial Bid ABM Industry Groups
3. 2019 Janitorial Bid Service Master Building Maintenance
4. 2019 Janitorial Bid Precision Cleaning Services
5. 12.02.19 Janitorial Contract ABMIndustryGroups DS_MB(final)
6. 12.02.19 Janitorial Contract EVCARServiceMaster DS_MB(final)

November 20, 2019 Bid Results - Custodial Services for Certain City Buildings
Bid Tally

Contractor	Precision Cleaning Services		Evcar-Service Master		ABM	
Module #1: Moscow Police Department **						
	Monthly	**Annual**	**Monthly**	**Annual**	**Monthly**	**Annual**
February 1, 2020 - September 30, 2020 (Police Department**)			$1,676.00	$13,408.00	$1,177.01	$9,416.08
October 1, 2020 - September 30, 2021 (Police Department**)			$1,676.00	$20,112.00	$1,212.32	$14,547.84
October 1, 2021 - September 30, 2022 (Police Department**)			$1,676.00	$20,112.00	$1,248.69	$14,984.28
MODULE #1 TOTAL ANNUAL:				**$53,632.00**		**$38,948.20**
Module #2: City Hall - Paul Mann Building - Annex**						
	Monthly	**Annual**	**Monthly**	**Annual**	**Monthly**	**Annual**
February 1, 2020 - September 30, 2020 (City Hall**)	$8,915.00	$71,320.00	$1,719.33	$13,754.64	$1,625.90	$13,007.20
October 1, 2020 - September 30, 2021 (City Hall**)	$8,915.00	$106,980.00	$1,719.33	$20,631.96	$1,674.68	$20,096.16
October 1, 2021 - September 30, 2022 (City Hall**)	$8,915.00	$106,980.00	$1,719.33	$20,631.96	$1,724.92	$20,699.04
February 1, 2020 - September 30, 2020 (Paul Mann Building)	$2,559.00	$20,472.00	$723.50	$5,788.00	$648.84	$5,190.72
October 1, 2020 - September 30, 2021 (Paul Mann Building)	$2,559.00	$30,708.00	$723.50	$8,682.00	$668.31	$8,019.72
October 1, 2021 - September 30, 2022 (Paul Mann Building)	$2,559.00	$30,708.00	$723.50	$8,682.00	$688.36	$8,260.32
February 1, 2020 - September 30, 2020 (Annex)	$1,206.00	$9,648.00	$478.80	$3,830.40	$609.75	$4,878.00
October 1, 2020 - September 30, 2021 (Annex)	$1,206.00	$14,472.00	$478.80	$5,745.60	$628.04	$7,536.48
October 1, 2021 - September 30, 2022 (Annex)	$1,206.00	$14,472.00	$478.80	$5,745.60	$646.88	$7,762.56
MODULE #2 TOTAL ANNUAL:		**$405,760.00**		**$93,492.16**		**$95,450.20**
Module #3: Hamilton Indoor Recreation Center (HIRC) - Eggan Youth Center						
	Monthly	**Annual**	**Monthly**	**Annual**	**Monthly**	**Annual**
February 1, 2020 - September 30, 2020 (HIRC)			$2,036.75	$16,294.00	$2,224.49	$17,795.92
October 1, 2020 - September 30, 2021 (HIRC)			$2,036.75	$24,441.00	$2,291.22	$27,494.64
October 1, 2021 - September 30, 2022 (HIRC)			$2,036.75	$24,441.00	$2,359.96	$28,319.52
February 1, 2020 - September 30, 2020 (Eggan Youth Center)			$1,093.75	$8,750.00	$889.61	$7,116.88
October 1, 2020 - September 30, 2021 (Eggan Youth Center)			$1,093.75	$13,125.00	$916.30	$10,995.60
October 1, 2021 - September 30, 2022 (Eggan Youth Center)			$1,093.75	$13,125.00	$943.79	$11,325.48
MODULE #3 TOTAL ANNUAL:				**$100,176.00**		**$103,048.04**
Module #4: Fire Station #1 - Fire Station #3						
	Monthly	**Annual**	**Monthly**	**Annual**	**Monthly**	**Annual**
February 1, 2020 - September 30, 2020 (Fire Station #1)			$402.58	$3,220.64	$450.35	$3,602.80
October 1, 2020 - September 30, 2021 (Fire Station #1)			$402.58	$4,830.96	$463.86	$5,566.32
October 1, 2021 - September 30, 2022 (Fire Station #1)			$402.58	$4,830.96	$477.78	$5,733.36
February 1, 2020 - September 30, 2020 (Fire Station #3)			$719.25	$5,754.00	$576.37	$4,610.96
October 1, 2020 - September 30, 2021 (Fire Station #3)			$719.25	$8,631.00	$593.66	$7,123.92
October 1, 2021 - September 30, 2022 (Fire Station #3)			$719.25	$8,631.00	$611.47	$7,337.64
MODULE #4 TOTAL ANNUAL:				**$35,898.56**		**$33,975.00**
Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building* - Water Operations Building						
	Monthly	**Annual**	**Monthly**	**Annual**	**Monthly**	**Annual**
February 1, 2020 - September 30, 2020 (WRRF)			$1,012.83	$8,102.64	$1,096.29	$8,770.32
October 1, 2020 - September 30, 2021 (WRRF)			$1,012.83	$12,153.96	$1,129.18	$13,550.16
October 1, 2021 - September 30, 2022 (WRRF)			$1,012.83	$12,153.96	$1,163.06	$13,956.72
February 1, 2020 - September 30, 2020 (Magyar Building*)			$717.13	$5,737.04	$783.23	$6,265.84
October 1, 2020 - September 30, 2021 (Magyar Building*)			$717.13	$8,605.56	$806.73	$9,680.76
October 1, 2021 - September 30, 2022 (Magyar Building*)			$717.13	$8,605.56	$830.93	$9,971.16
February 1, 2020 - September 30, 2020 (Water Operations Building)			$495.80	$3,966.40	$261.08	$2,088.64
October 1, 2020 - September 30, 2021 (Water Operation Building)			$495.80	$5,949.60	$268.91	$3,226.92
October 1, 2021 - September 30, 2022 (Water Operations Building)			$495.80	$5,949.60	$276.97	$3,323.64
MODULE #5 TOTAL ANNUAL:				**$71,224.32**		**$70,834.16**
Module #6: Intermodal Transit Center (ITC) - City Shop						
	Monthly	**Annual**	**Monthly**	**Annual**	**Monthly**	**Annual**
February 1, 2020 - September 30, 2020 (ITC)	$4,387.00	$35,096.00	$987.33	$7,898.64	$953.99	$7,631.92
October 1, 2020 - September 30, 2021 (ITC)	$4,387.00	$52,644.00	$987.33	$11,847.96	$982.61	$11,791.32
October 1, 2021 - September 30, 2022 (ITC)	$4,387.00	$52,644.00	$987.33	$11,847.96	$1,012.09	$12,145.08
February 1, 2020 - September 30, 2020 (City Shop)	$912.00	$7,296.00	$723.50	$5,788.00	$646.06	$5,168.48
October 1, 2020 - September 30, 2021 (City Shop)	$912.00	$10,944.00	$723.50	$8,682.00	$665.44	$7,985.28
October 1, 2021 - September 30, 2022 (City Shop)	$912.00	$10,944.00	$723.50	$8,682.00	$685.40	$8,224.80
MODULE #6 TOTAL ANNUAL:		**$169,568.00**		**$54,746.56**		**$52,946.88**
Addendum No. 1 (Y/N)	Yes		Yes		Yes	
Addendum No. 2 (Y/N)	Yes		Yes		Yes	

Name of Recorder　　Signature　　Date

INVITATION TO BID

The City of Moscow, Idaho is accepting sealed bids at the City Clerk's office, third floor of City Hall, 206 East Third Street, P.O. Box 9203, Moscow, Idaho, 83843, until 10:00 a.m., prevailing local time, Wednesday, November 20, 2019, for the following services:

CUSTODIAL SERVICES FOR CERTAIN CITY BUILDINGS

All proposals will be publicly opened and read aloud at 10:05 a.m. on November 20, 2019 in the Council Chambers, second floor of City Hall.

Specifications, bid proposal forms, and other information are available at:

City of Moscow City Shops
650 North Van Buren Street
Moscow, Idaho 83843
(208) 883-7098

INSTRUCTIONS: The City of Moscow has grouped all City buildings into six (6) modules for the purposes of bidding. Bidders may bid on one (1) module, multiple modules, or all the modules. The City will enter into a Professional Services Agreement with the successful bidder for each module.

DESCRIPTION OF WORK: The work consists of providing janitorial services for the City of Moscow at the following buildings:

Module #1 Moscow Police Department**.
Module #2 City Hall**, Paul Mann Building, and Annex.
Module #3 Hamilton Indoor Recreation Center and Eggan Youth Center.
Module #4 Fire Station #1 and Fire Station #3.
Module #5 Water Reclamation and Reuse Facility, Magyar Building*, and Water Operations Building.
Module #6 Intermodal Transit Center and City Shop.

The contractor will furnish all cleaning equipment and materials necessary to perform the listed services, with the exception of toilet tissue, hand towels, hand soap, garbage sacks, toilet seat covers, and light bulbs.

CONTRACT PERIOD: The successful bidder for each module will be required to enter into a Professional Services Agreement with the City of Moscow. The Agreement will commence February 1, 2020, and extend to September 30, 2022.

MANDATORY PRE-BID MEETING: Bidders shall attend a mandatory pre-bid meeting on Wednesday, November 13, 2019 at 10:00 a.m. at City Hall Council Chambers, 206 East Third Street, Moscow, Idaho, 83843.

The undersigned further agrees that City shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of City.

* Note: The Magyar Building is currently closed and expected to reopen in the summer of 2020. Janitorial services shall not begin until such time as the Magyar Building is re-opened.
** Note: The Police Department Building and City Hall will require a background check and participate in Criminal Justice Information Services (CJIS).

BID SCHEDULE

Module #1: Moscow Police Department**

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (Police Department**)	$1,177.01	$ 9,416.08	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Police Department**)	$ 1,212.32	$ 14,547.84	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Police Department**)	$ 1,248.69	$ 14,984.28	(monthly x 12 months)
MODULE #1 TOTAL ANNUAL:		$ 38,948.20	(sum of annuals)

Module #2: City Hall - Paul Mann Building - Annex**

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (City Hall**)	$1,625.90	$ 13,007.20	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (City Hall**)	$1,674.68	$ 20,096.16	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (City Hall**)	$1,724.92	$ 20,699.04	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Paul Mann Building)	$ 648.84	$ 5,190.72	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Paul Mann Building)	$ 668.31	$ 8,019.72	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Paul Mann Building)	$ 688.36	$ 8,260.32	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Annex)	$ 609.75	$ 4,878.00	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Annex)	$ 628.04	$ 7,536.48	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Annex)	$ 646.88	$ 7,762.56	(monthly x 12 months)
MODULE #2 TOTAL ANNUAL:		$ 95,450.20	(sum of annuals)

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

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (HIRC)	$2,224.49	$ 17,795.92	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (HIRC)	$2,291.22	$ 27,494.64	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (HIRC)	$ 2,359.96	$ 28,319.52	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Eggan Youth Center)	$ 889.61	$ 7,116.88	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Eggan Youth Center)	$ 916.30	$ 10,995.60	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Eggan Youth Center)	$943.79	$ 11,325.48	(monthly x 12 months)
MODULE #3 TOTAL ANNUAL:		$ 103,048.04	(sum of annuals)

Module #4: Fire Station #1 - Fire Station #3

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (Fire Station #1)	$ 450.35	$ 3,602.80	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Fire Station #1)	$ 463.86	$ 5,566.32	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Fire Station #1)	$ 477.78	$ 5,733.36	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Fire Station #3)	$ 576.37	$ 4,610.96	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Fire Station #3)	$ 593.66	$ 7,123.92	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Fire Station #3)	$ 611.47	$ 7,337.64	(monthly x 12 months)
MODULE #4 TOTAL ANNUAL:		$ 33,975.00	(sum of annuals)

Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building* - Water Operations Building

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (WRRF)	$ 1,096.29	$ 8,770.32	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (WRRF)	$ 1,129.18	$ 13,550.16	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (WRRF)	$ 1,163.06	$ 13,956.72	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Magyar Building*)	$ 783.23	$ 6,265.84	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Magyar Building*)	$ 806.73	$ 9,680.76	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Magyar Building*)	$ 830.93	$ 9,971.16	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Water Operations Building)	$ 261.08	$ 2,088.64	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Water Operation Building)	$ 268.91	$ 3,226.92	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Water Operations Building)	$ 276.97	$ 3,323.64	(monthly x 12 months)
MODULE #5 TOTAL ANNUAL:		$ 70,834.16	(sum of annuals)

Module #6: Intermodal Transit Center (ITC) - City Shop

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (ITC)	$ 953.99	$ 7,631.92	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (ITC)	$ 982.61	$ 11,791.32	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (ITC)	$ 1,012.09	$ 12,145.08	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (City Shop)	$ 646.06	$ 5,168.48	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (City Shop)	$ 665.44	$ 7,985.28	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (City Shop)	$ 685.40	$ 8,224.80	(monthly x 12 months)
MODULE #6 TOTAL ANNUAL:		$ 52,946.88	(sum of annuals)

* Note: The Magyar Building is currently closed and expected to reopen in the summer of 2020. Janitorial services shall not begin until such time as the Magyar Building is re-opened.

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

SUBMITTED BY:

ABM Industry Groups, LLC
Firm Name

112 N. Altamont Street, Spokane, WA 99202
Firm Address

509.535.2022
Phone

Authorized Representative's Signature

11-12-2019
Date

giles.lee@abm.com
Email contact address

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

Name	Address	Telephone
1. Benton County Justice Center	7122 W. Okanogan Pl., Kennewick, WA 99336	509.221.8893
2. City of Richland	625 Swift Blvd., Richland, WA 99352	509.942.7501
3. City of Kennewick	1010 E. Chemical Dr., Kennewick, WA 99336	509.582.1265
4. Yakima Valley Farm Workers Clinic	510 W. First Ave., Toppenish, WA 98948	509.865.5898 x5880
5. Benton Public Utility District	2721 W. 10th Ave., Kennewick, WA 99201	509.582.1265

October 30, 2019

ADDENDUM NO. 1

City of Moscow Project: Custodial Services for Certain City Buildings

---

The following changes, additions, clarifications, and/or deletions are hereby made a part of the City of Moscow's Invitation for Bids for Custodial Services for Certain City Buildings as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

- Sample Professional Services Agreement: On page 3 remove and replace "Bi-Annual" with "Bimonthly"
  - D. DUTIES.
    - 5. JANITOR shall perform the following ~~Bi-Annual~~ Bimonthly Services (six [6] times per year):

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

ABM Industry Groups, LLC
Firm Name of Bidder

Signature of Bidder

District Manager
Title

October 30, 2019
Date

October 31, 2019

ADDENDUM NO. 2

City of Moscow Project: Custodial Services for Certain City Buildings

---

The following changes, additions, clarifications, and/or deletions are hereby made a part of the City of Moscow's Invitation for Bids for Custodial Services for Certain City Buildings as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

- Sample - Professional Services Agreement – Exhibit A on page 10: ADD:

WRRF		
Restrooms/locker rooms(2)	390	tile
Offices(5)	1505	tile
Lab	587	tile
Breakroom	305	tile
Entry	63	tile
Reception/copy/hallways	740	tile
Magyar Building		
Entry	49	tile
Reception/lobby/hallways	1350	carpet
Offices(8)	1272	carpet
Conference room	342	carpet
Stairs	50	carpet
Restrooms	75	tile
Water Operations Building		
Offices(3)	367	tile
Breakroom	625	tile
Hallway/copy	164	concrete
Restrooms(2)	90	tile

Receipt of **ADDENDUM NO. 2** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

ABM Industry Groups, LLC
Firm Name of Bidder

Signature of Bidder

District Manager
Title

11-19-2019
Date

PARKS AND RECREATION DEPARTMENT

SPECIFICATIONS AND PROPOSAL FOR:

Custodial Services For Certain City Buildings

CITY OF MOSCOW, IDAHO

Parks and Recreation Department

1724 East F Street

Moscow, Idaho 83843

(208) 883-7098

INVITATION TO BID

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Moscow, Idaho 83843
(208) 883-7098

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DESCRIPTION OF WORK: The work consists of providing janitorial services for the City of Moscow at the following buildings:

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Module #2 City Hall**, Paul Mann Building, and Annex.
Module #3 Hamilton Indoor Recreation Center and Eggan Youth Center.
Module #4 Fire Station #1 and Fire Station #3.
Module #5 Water Reclamation and Reuse Facility, Magyar Building*, and Water Operations Building.
Module #6 Intermodal Transit Center and City Shop.

The contractor will furnish all cleaning equipment and materials necessary to perform the listed services, with the exception of toilet tissue, hand towels, hand soap, garbage sacks, toilet seat covers, and light bulbs.

CONTRACT PERIOD: The successful bidder for each module will be required to enter into a Professional Services Agreement with the City of Moscow. The Agreement will commence February 1, 2020, and extend to September 30, 2022.

MANDATORY PRE-BID MEETING: Bidders shall attend a mandatory pre-bid meeting on Wednesday, November 13, 2019 at 10:00 a.m. at City Hall Council Chambers, 206 East Third Street, Moscow, Idaho, 83843.

The undersigned further agrees that City shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of City.

* Note: The Magyar Building is currently closed and expected to reopen in the summer of 2020. Janitorial services shall not begin until such time as the Magyar Building is re-opened.

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

BID SCHEDULE

Module #1: Moscow Police Department**

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (Police Department**)	$1676.00	$13408.00	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Police Department**)	$1676.00	$20112.00	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Police Department**)	$1676.00	$20112.00	(monthly x 12 months)
MODULE #1 TOTAL ANNUAL:		$53632.00	(sum of annuals)

Module #2: City Hall - Paul Mann Building - Annex**

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (City Hall**)	$1719.33	$13754.64	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (City Hall**)	$1719.33	$20631.96	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (City Hall**)	$1719.33	$20631.96	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Paul Mann Building)	$723.50	$5788.00	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Paul Mann Building)	$723.50	$8682.00	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Paul Mann Building)	$723.50	$8682.00	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Annex)	$478.80	$3830.40	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Annex)	$478.80	$5745.60	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Annex)	$478.80	$5745.60	(monthly x 12 months)
MODULE #2 TOTAL ANNUAL:		$93492.16	(sum of annuals)

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

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (HIRC)	$2036.75	$16294.00	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (HIRC)	$2036.75	$24441.00	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (HIRC)	$2036.75	$24441.00	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Eggan Youth Center)	$1093.75	$8750.00	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Eggan Youth Center)	$1093.75	$13125.00	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Eggan Youth Center)	$1093.75	$13125.00	(monthly x 12 months)
MODULE #3 TOTAL ANNUAL:		$100176.00	(sum of annuals)

Module #4: Fire Station #1 - Fire Station #3

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (Fire Station #1)	$402.58	$3220.64	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Fire Station #1)	$402.58	$4830.96	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Fire Station #1)	$402.58	$4830.96	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Fire Station #3)	$719.25	$5754.00	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Fire Station #3)	$719.25	$8631.00	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Fire Station #3)	$719.25	$8631.00	(monthly x 12 months)
MODULE #4 TOTAL ANNUAL:		$35898.56	(sum of annuals)

Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building* - Water Operations Building

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (WRRF)	$1012.83	$8102.64	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (WRRF)	$1012.83	$12153.96	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (WRRF)	$1012.83	$12153.96	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Magyar Building*)	$717.13	$5737.04	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Magyar Building*)	$717.13	$8605.56	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Magyar Building*)	$717.13	$8605.56	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Water Operations Building)	$495.80	$3966.40	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Water Operation Building)	$495.80	$5949.60	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Water Operations Building)	$495.80	$5949.60	(monthly x 12 months)
MODULE #5 TOTAL ANNUAL:		$71224.32	(sum of annuals)

Module #6: Intermodal Transit Center (ITC) - City Shop

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (ITC)	$987.33	$7898.64	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (ITC)	$987.33	$11847.96	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (ITC)	$987.33	$11847.96	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (City Shop)	$723.50	$5788.00	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (City Shop)	$723.50	$8682.00	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (City Shop)	$723.50	$8682.00	(monthly x 12 months)
MODULE #6 TOTAL ANNUAL:		$54746.56	(sum of annuals)

* Note: The Magyar Building is currently closed and expected to reopen in the summer of 2020. Janitorial services shall not begin until such time as the Magyar Building is re-opened.

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

SUBMITTED BY:

EVCAR, Inc. dba
ServiceMaster Building Maintenance
Firm Name

1449 Main St. Lewiston, ID 83501
Firm Address

208-882-5326
Phone

Charleen Young
Authorized Representative's Signature

11/20/19
Date

smbm@moscow.com
Email contact address

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

	Name	Address	Telephone
1.	WSU Foundation Diane Daniels	255 E Main Pullman, WA	509-335-6193
2.	Joe Hall Ford Nick Hall	1617 21st St. Lewiston ID	208-746-2391
3.	Logos School Kelly Stephenson	110 Baker St. Moscow ID	208-892-4923
4.	Pacific Cataract + Laser Institute Cari Taylor	3330 4th St Lewiston ID	208-746-2025
5.	Boys + Girls Club Nicki Shears	1021 Burrell Ave Lewiston ID	208-746-2301

October 30, 2019

ADDENDUM NO. 1

City of Moscow Project: Custodial Services for Certain City Buildings

---

The following changes, additions, clarifications, and/or deletions are hereby made a part of the City of Moscow's Invitation for Bids for Custodial Services for Certain City Buildings as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

- Sample Professional Services Agreement: On page 3 remove and replace "Bi-Annual" with "Bimonthly"
  - D. DUTIES.
    - 5. JANITOR shall perform the following ~~Bi-Annual~~ Bimonthly Services (six [6] times per year):

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

EVCAR, Inc
ServiceMaster Building Maintenance
Firm Name of Bidder

Charleen Yang
Signature of Bidder

General Manager
Title

11/20/19
Date

October 31, 2019

ADDENDUM NO. 2

City of Moscow Project: Custodial Services for Certain City Buildings

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The following changes, additions, clarifications, and/or deletions are hereby made a part of the City of Moscow's Invitation for Bids for Custodial Services for Certain City Buildings as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

- Sample - Professional Services Agreement – Exhibit A on page 10: ADD:

WRRF		
Restrooms/locker rooms(2)	390	tile
Offices(5)	1505	tile
Lab	587	tile
Breakroom	305	tile
Entry	63	tile
Reception/copy/hallways	740	tile
Magyar Building		
Entry	49	tile
Reception/lobby/hallways	1350	carpet
Offices(8)	1272	carpet
Conference room	342	carpet
Stairs	50	carpet
Restrooms	75	tile
Water Operations Building		
Offices(3)	367	tile
Breakroom	625	tile
Hallway/copy	164	concrete
Restrooms(2)	90	tile

Receipt of **ADDENDUM NO. 2** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

EVCAR, Inc
ServiceMaster Building Maintenance
Firm Name of Bidder

Charleen Young
Signature of Bidder

General Manager
Title

11/20/19
Date

BID SCHEDULE

Module #1: Moscow Police Department**

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (Police Department**)	$	$	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Police Department**)	$	$	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Police Department**)	$	$	(monthly x 12 months)
MODULE #1 TOTAL ANNUAL:		$	(sum of annuals)

Module #2: City Hall - Paul Mann Building - Annex**

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (City Hall**)	$8,915	$71,320	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (City Hall**)	$8,915	$106,980	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (City Hall**)	$8,915	$106,980	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Paul Mann Building)	$2,559	$20,472	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Paul Mann Building)	$2,559	$30,708	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Paul Mann Building)	$2,559	$30,708	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Annex)	$1,206	$9,648	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Annex)	$1,206	$14,472	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Annex)	$1,206	$14,472	(monthly x 12 months)
MODULE #2 TOTAL ANNUAL:		$152,160	(sum of annuals)

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

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (HIRC)	$	$	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (HIRC)	$	$	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (HIRC)	$	$	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Eggan Youth Center)	$	$	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Eggan Youth Center)	$	$	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Eggan Youth Center)	$	$	(monthly x 12 months)
MODULE #3 TOTAL ANNUAL:		$	(sum of annuals)

Module #4: Fire Station #1 - Fire Station #3

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (Fire Station #1)	$	$	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Fire Station #1)	$	$	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Fire Station #1)	$	$	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Fire Station #3)	$	$	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Fire Station #3)	$	$	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Fire Station #3)	$	$	(monthly x 12 months)
MODULE #4 TOTAL ANNUAL:		$	(sum of annuals)

Module #5: Water Reclamation and Reuse Facility (WRRF) - Magyar Building* - Water Operations Building

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (WRRF)	$	$	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (WRRF)	$	$	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (WRRF)	$	$	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Magyar Building*)	$	$	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Magyar Building*)	$	$	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Magyar Building*)	$	$	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (Water Operations Building)	$	$	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (Water Operation Building)	$	$	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (Water Operations Building)	$	$	(monthly x 12 months)
MODULE #5 TOTAL ANNUAL:		$	(sum of annuals)

Module #6: Intermodal Transit Center (ITC) - City Shop

	Monthly	Annual	
February 1, 2020 - September 30, 2020 (ITC)	$4,387	$35,096	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (ITC)	$4,387	$52,644	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (ITC)	$4,387	$52,644	(monthly x 12 months)
February 1, 2020 - September 30, 2020 (City Shop)	$912	$7,296	(monthly x 8 months)
October 1, 2020 - September 30, 2021 (City Shop)	$912	$10,944	(monthly x 12 months)
October 1, 2021 - September 30, 2022 (City Shop)	$912	$10,944	(monthly x 12 months)
MODULE #6 TOTAL ANNUAL:		$63,588	(sum of annuals)

* Note: The Magyar Building is currently closed and expected to reopen in the summer of 2020. Janitorial services shall not begin until such time as the Magyar Building is re-opened.

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

SUBMITTED BY:

PRECISION CLEANING SERVICES
Firm Name

610 SW CHERRY LANE, PULLMAN WA 99163 (206) 355-1774
Firm Address — Phone

[signature]
Authorized Representative's Signature — 11-19-19 Date

~~Benco~~ INFO@PRECISIONCLEANINGSERVICES.ORG
Email contact address

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

Name	Address	Telephone
1. LATAH CREDIT UNION MARLYS WILSON	912 S. WASHINGTON ST MOSCOW, ID 83843	(208) 882-3250 OFFICE (509) 334-8576 CELL
2. ALTA PEST CONTROL JON MELLER	745 N. GRAND AVE SUITE 106 PULLMAN, WA 99163	(509) 638-9369
3. MEG KELLY	590 SW ALCORA DRIVE PULLMAN, WA 99163	(509) 592-3460
4. KATRINA MEALEY	12 CARRIAGE HILL CT. PULLMAN, WA 99163	(509) 338-5432
5. TONYA CALLISON	162 EAGLE LANE PULLMAN, WA 99163	

October 30, 2019

ADDENDUM NO. 1

City of Moscow Project: Custodial Services for Certain City Buildings

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The following changes, additions, clarifications, and/or deletions are hereby made a part of the City of Moscow's Invitation for Bids for Custodial Services for Certain City Buildings as fully and completely as if the same were entirely set forth in the Specifications and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

- Sample Professional Services Agreement: On page 3 remove and replace "Bi-Annual" with "Bimonthly"
  - D. DUTIES.
    - 5. JANITOR shall perform the following ~~Bi-Annual~~ Bimonthly Services (six [6] times per year):

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

PRECISION CLEANING SERVICES
Firm Name of Bidder

Signature of Bidder

OWNER
Title

11-19-19
Date

October 31, 2019

ADDENDUM NO. 2

City of Moscow Project: Custodial Services for Certain City Buildings

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PRECISION CLEANING SERVICES
Firm Name of Bidder

Signature of Bidder

OWNER
Title

11-19-19
Date

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made this _______ day of ________________, 2020, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and ABM Industry Groups, LLC, 112 North Altamont, Spokane, Washington, 99202 (hereinafter "JANITOR"):

W I T N E S S E T H :

WHEREAS, CITY is in need of janitorial services for Module 1: Moscow Police Department; Module 4: Fire Station No. 1 and Fire Station No. 3; Module 5: Water Reclamation and Reuse Facility, Magyar Building, and Water Operations Building; and Module 6: Intermodal Transit Center and City Shop in Moscow, Idaho, and has requested JANITOR to undertake the duties of the necessary janitorial services upon the terms and conditions hereinafter expressed:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

B. TERM. The term of this Agreement shall be effective from February 1, 2020 through September 30, 2022.

C. REMUNERATION. CITY will pay JANITOR for such services during the term of this Agreement as follows:

1. An amount not to exceed Forty-Seven Thousand Five Hundred Fifty-Five Dollars and Four Cents ($47,555.04) per period from February 1, 2020 through September 30, 2020; and
3. An amount not to exceed Seventy-Three Thousand Four Hundred Seventy-Two Dollars and Fifty-Two Cents ($73,472.52) per period from October 1, 2020 through September 30, 2021; and
4. An amount not to exceed Seventy-Five Thousand Six Hundred Seventy-Six Dollars and Sixty-Eight Cents ($75,676.68) per period from October 1, 2021 through September 30, 2022; and

JANITOR is to be paid monthly upon receipt of a signed affidavit and detailed work summary for the prior month's service. In addition, each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice).

INDEPENDENT CONTRACTOR. JANITOR shall be an independent contractor and not an employee of CITY and shall comply with all the duties hereinafter set forth and shall use JANITOR's best efforts to carry out daily service duties, weekly service duties, monthly service duties, bi-monthly service duties, bi-annual service duties, and semi-annual service duties.

D. DUTIES. JANITOR shall perform all duties according to commonly accepted industry standards and practices in conformance with the Cleaning Quality Requirements and Supplemental Instructions (Exhibit "A") attached hereto and incorporated by reference to this Agreement.

1. Daily Service shall be performed in conformance with the following schedule:

   5 days per week (Mon-Fri) in the Moscow Police Station

   2 days per week (Thursday and Sunday) Fire Station No. 1

   5 days per week (Sun-Thurs) in the Fire Station No. 3

   5 days per week (Sun-Thurs) in the two (2) Water Reclamation and Reuse Facility Buildings

   5 days per week (Sun-Thurs) in the Magyar Building

   5 days per week (Sun-Thurs) in the Water Operations Building

   5 days per week (Sun-Thurs) in the Intermodal Transit Center

   5 days per week (Sun-Thurs) in the City Shop

2. JANITOR shall perform the following Daily Services:

   a. Empty all waste and recycling baskets and dispose of contents as appropriate.
   b. Empty, sanitize, and re-line interior of sanitary containers.
   c. Sweep and/or dust mop and/or vacuum all floor surfaces including staircases and landings.
   d. Wet-mop all hard surface flooring, excluding staircases and landings.
   e. Clean and sanitize sinks, toilets, urinals and other restroom fixtures.
   f. Clean mirrors.
   g. Clean and refill all restroom dispensers.
   h. Clean and sanitize drinking fountains.
   i. Keep Janitor closets clean and orderly.
   j. Wipe clean all sinks, counters and tables in conference rooms and kitchens.

3. JANITOR shall perform the following Weekly Service:

   a. Wet mop all staircases and landings.

b. Clean entrance doors and entrance glass, interior and exterior (weather permitting), and any inside glass partitions, panels, or inside-of-the-building windows.
c. Dust chairs, tables and other office surfaces.
d. Dust counters, file cabinets, all ledges and other surfaces within reach.
e. Remove scuff marks as necessary.
f. Clean interior glass up to ten feet (10') – low glass.
g. Clean cleared desk tops, counter tops, file cabinets, wastebaskets, drawer faces.
h. Dust all woodwork, walls and partitions.
i. Wash and clean restroom walls, doors, and kitchen walls near sinks, trash cans and ranges.
j. Clean stains or spots on carpets. No other carpet or upholstery cleaning is required under this Agreement.
k. Buff all tile, wood and terrazzo floors to maintain a high shine.
l. Specified office machines shall be cleaned and dusted as indicated by building personnel.

4. JANITOR shall perform the following Monthly Service:
   a. Dust all high areas over six feet (6') in height.
   b. Vacuum dust from all heat and air vents.
   c. Clean light fixture exteriors.
   d. Vacuum all upholstered furniture.

5. JANITOR shall perform the following Bi-Monthly Services (six [6] times per year):
   a. Strip, scrub, wax, and machine polish all tile, vinyl and terrazzo floors.

6. JANITOR shall perform the following Semi-Annual Services (two [2] times per year):
   a. Clean all interior glass over ten feet (10') – high glass (April and October).
   b. Clean/vacuum all Venetian blinds, curtains, and/or draperies (April and October).
   c. Wash and clean all walls as directed by the Assistant Parks and Recreation Director or Facilities Supervisor.
   d. Disassemble and clean insects and dust from ceiling light fixtures (April and October).

E. ADDITIONAL DUTIES. JANITOR:

1. will be responsible for securing buildings upon completion of work. Water Reclamation and Reuse Facility main gate will be kept closed while cleaning crew is on site to prevent unauthorized access. Access code to Water Reclamation and Reuse Facility is required and will be furnished.

2. will be responsible to see that all work is completed between 6:00 p.m. and 7:00 a.m. except Sundays, provided that JANITOR shall work around meetings in said buildings taking place after 6:00 p.m. Work at the Police Station will be completed during regular business hours unless otherwise approved.

3. shall provide a schedule of periodic floor cleaning dates in advance. Each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice), Item C of this Agreement.

4. will attend a monthly meeting with appropriate CITY officials for the purpose of evaluating the previous month's work.

5. shall report material and supply needs on a weekly basis (preferably Thursday's) to the Facilities Supervisor, with the intent of having enough supplies on hand at all facilities for the work week.

F. SUBCONTRACTING, SUCCESSORS, AND ASSIGNS. The duties and work described above and herein shall be accomplished by JANITOR and shall not be subcontracted, assigned or transferred by JANITOR to other parties. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.

G. INSURANCE/WITHHOLDINGS. JANITOR expressly understands and agrees that JANITOR shall be fully responsible for JANITOR's workers compensation insurance, State and Federal withholding taxes, FICA withholding, etc. JANITOR further agrees that JANITOR shall be solely responsible for JANITOR's employees; and, further, JANITOR shall carry all applicable workmen's compensation insurance on said employees, if applicable. JANITOR agrees to indemnify and hold CITY harmless for any damages or claims of whatever nature of JANITOR or JANITOR's employees.

H. INSURANCE. JANITOR warrants that it shall obtain and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have at a minimum a coverage of at least Five Hundred Thousand Dollars ($500,000) per claim and One Million Dollars ($1,000,000) aggregate. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold harmless covenant contained herein, and in the event CITY becomes liable for an amount in excess of such insurance coverage, JANITOR shall indemnify and hold harmless CITY for the whole thereof.

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

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

the ‘other insurance’ condition of this policy is amended to conform therewith."

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

I. TERMINATION. This Agreement may be terminated without cause at any time by CITY giving JANITOR thirty (30) calendar days notice in writing of its intention to terminate the same.

J. MISSED DAYS. A prorated deduction shall be made from the monthly installment for any and all scheduled days during a month in which a building is not cleaned.

K. FAILURE TO PERFORM. If JANITOR fails to perform and fulfill any of the duties pursuant to this Agreement, CITY may immediately terminate this Agreement with no notice required, and may deduct any money owed to JANITOR to cover the cost of hiring another contractor to remedy JANITOR’s failure to perform.

L. BONDING. JANITOR shall obtain, at JANITOR’s sole expense, a fidelity bond in the amount of Five Thousand Dollars ($5,000) per employee. Such bond must be furnished to CITY within five (5) days of commencing work under this Agreement. Such bond shall apply to all work performed pursuant to this Agreement, whether actually performed by JANITOR, JANITOR’s employees, or subcontractors.

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

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

N. COSTS AND ATTORNEY FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

O. INDEMNIFICATION. JANITOR waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to JANITOR's performance of this

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

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

P. MODIFICATION. This Agreement constitutes the entire agreement between CITY and JANITOR. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

Q. SEVERABILITY. The illegality, invalidity or unenforceability of any term, condition, or provision of this Agreement shall in no way impair or invalidate any other term, condition, or provision of this Agreement. All such other terms, conditions, and provisions shall remain in full force and effect.

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

S. AGREEMENT DOCUMENTS. This Agreement consists of the following documents:

1. This Agreement; and
2. Cleaning Quality and Requirements and Supplemental Instructions (Exhibit “A”).

T. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hand this _____ day of ___________________, 2020.

CITY OF MOSCOW:

______________________________	______________________________
Giles Lee, District Manager	Bill Lambert, Mayor
	ATTEST:
	______________________________
	Laurie M. Hopkins, City Clerk
	Approved As To Form:
	______________________________
	Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF ____________________)
) ss:
County of _____________________)

On this _______ day of _______, 2020, before me, a Notary Public in and for said State, appeared, known to me to be the person named above and acknowledged that he executed the foregoing Professional Services Agreement as the duly authorized representative ____________________.

____
Notary Public for the State of _______________
Residing at________________________________
My commission expires____________________

EXHIBIT "A"

CLEANING QUALITY AND REQUIREMENTS AND SUPPLEMENTAL INSTRUCTIONS

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

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

This Exhibit outlines the minimum acceptable quality standards:

A. Floor Maintenance

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

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

   Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather, as well as during cleaning operations. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage areas.

2. Sweeping and Damp-Mopping. After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, behind radiators, under furniture, behind doors, or on stair landings and treads. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash, or foreign matter under desks, tables, or chairs when task is completed.

3. Wet Mopping. The floors shall be properly prepared, and thoroughly swept to remove visible dirt and debris; this includes removal of wads of gum, tar, and similar substances from the floor surface. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc. Floors shall be properly rinsed and dry mopped to represent an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean after wet mopping or scrubbing.

4. Finishing and Buffing. Proper preparation of a floor, before refinishing, is considered the most important procedure in floor maintenance. Therefore, special attention shall be given to the following requirements: apply proper finish removers, stripping agents and synthetic detergents to the floor. Scrub with a floor-scrubbing machine or agitate with a mop to remove all dead finish, soap film, dirt, and stains. Pick up dirty solution with mop, squeegee, or wet-vacuum, and thoroughly rinse with clean water and dry. Finish shall be applied in a thin, even coat. The number of coats applied will depend on the type and condition of floor.

5. Damp Mopping and Buffing. At the stated frequencies, floors shall be damp-mopped and buffed between regular finishing operations. The floor shall be prepared by sweeping to remove all visible dirt and debris; damp-mop with a clean mop that has been dampened in clean-cold rinse water. The floor area shall then be machine buffed to a polished appearance.

6. Rug Vacuuming. The rug or carpet area is to be vacuumed to remove all dirt, dust, and litter. The rug is to be vacuumed to remove all obvious surface dirt from traffic areas and from under furniture. Obvious surface dirt referred to is any visible foreign matter found on the floor, rug, or carpet surface.

7. Miscellaneous.

   a. Rugs and Entrance Mats. After each thorough vacuuming, all rugs shall be clean, free from dust balls, dirt, leaves, ice melt product, and other debris.

   b. Toilets. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

B. Dusting

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

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

C. Damp-Wiping

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

D. Bright Metal Polishing

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

E. Facility Policing

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

F. Glass Cleaning

1. Cleaning of glass is cleaning the inside glass surfaces within reach and the surrounding boundary of the applicable area. After each washing operation, all glass shall be clean and free of dirt, grime, streaks, excessive moisture and shall not be cloudy. Window sashes, sills, woodwork surrounding interior glass and other such surroundings shall be thoroughly wiped free of drippings, watermarks, dust, and dirt.

2. Any items moved to accomplish glass cleaning are to be returned to their original positions upon completion of tasks.

G. Porcelain Ware and Chrome/Stainless Steel Cleaning

1. Porcelain and Chrome/Stainless Steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright. There shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture.

2. Walls and floors adjacent to fixtures shall be free of spots, drippings, and water marks.

3. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

H. Spot Cleaning

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

I. Disinfecting

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

J. Dispenser Cleaning and Servicing

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

K. Blinds

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

L. Trash and Recycling Receptacles

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

M. Restroom and Shower Stall Cleaning

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

N. <u>Carpet Cleaning</u>

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

O. <u>SDS Books</u>

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

<u>SUPPLEMENTAL INSTRUCTIONS</u>

A. <u>GENERAL</u>

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

or embroidered on the front of the shirt. Janitor's employees shall be neat and clean in appearance at all times.

14. Janitor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain City facilities on a day-to-day basis during the scheduled times indicated. Janitor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the employees on the same schedule in the same area for as long as possible. If a change in staff is necessary, City shall be notified prior to the change if possible or quickly thereafter. In addition, janitorial staff shall have the ability to:

    a. Read, write, speak and understand the English language; and

    b. Have the necessary public relation skills to deal with City employees and customers in a professional, courteous, businesslike manner; and

    c. Pass a criminal background check (Moscow Police Department); and

    d. Participate in Criminal Justice Information Services (CJIS) Security Training (Moscow Police Department); and

    e. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

15. City will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. City reserves the right to require the Janitor to remove any janitorial personnel from further duty at City facilities, without cause and without the right to recover damages by such janitorial employee or by the Janitor from the City. The Janitor shall promptly remove and replace an individual janitorial employee when requested to do so by the City.

16. Provide a Project Manager who shall be responsible for the performance of the Services and remain the Janitor's contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with the City Assistant Parks and Recreation Director to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of meetings may vary as determined by the City Assistant Parks and Recreation Director or designee. The Project Manager shall be readily available to review overall performance, deal with emergency callouts, receive special instructions regarding cleaning items, or discuss other pertinent issues regarding Services or Janitor's performance.

17. Provide to the Assistant Parks and Recreation Director, and post in all janitorial closets, Safety Data Sheets for all chemicals used or stored in the buildings.

18. Provide adequate field supervision to ensure janitorial staff arrive at assigned posts on time, perform their duties as described, and provide backup as needed during required work hours. A daily checklist shall be completed by each janitorial employee, indicating completion of daily work tasks as detailed herein. Completed checklists to be legibly signed, dated, and left onsite in a log book provided by Janitor. A written plan for providing supervision must be included with the proposal submittal, along with a daily checklist sample.

19. Develop an internal monitoring system to ensure service quality, which shall include regularly scheduled written inspections with a copy to the Assistant Parks and Recreation Director. The Assistant Parks and Recreation Director may choose to inspect with the

Janitor. A written plan for such regular evaluations must be included with the proposal submittal.

20. Break down any cardboard boxes generated by supplies, materials, equipment, and other consumables and place in the appropriate dumpster.

21. Report to the Assistant Parks and Recreation Director immediately upon discovery any vandalism and/or damage to City property.

22. Inform employees that City equipment, computers, refrigerators, closets, office supplies, telephones, copiers, are off limits to the Janitor or the Janitor's employees.

23. The Police Department shall be cleaned between the hours of 6:00 a.m. and 10:00 a.m. only, Monday through Friday, unless an alternative arrangement has been made with the Assistant Parks and Recreation Director. All other buildings shall be cleaned after normal City working hours. Janitorial work shall not interfere with evening meetings, and work must be scheduled around these activities. Meeting schedules are posted on the City website as a means of reference.

24. Security must be maintained at all facilities, no doors to be propped open or left unsecured. Key access will be provided to various City facilities by the Assistant Parks and Recreation Director or designee; Janitor is responsible for key sets and their return upon conclusion of this Agreement. Janitor will be provided sign in/out procedures as needed during the course of this Agreement, and is responsible to assure City procedures are followed.

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

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

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

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

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

BUILDING FLOOR AREAS AND TYPE

Building	Net Square Footage	Type Floor
Police Station (East Side)		
Restrooms (4)	251	tile
Training room	504	carpet
Offices	1,395	carpet
Break room	300	tile
Copy room/records room	220	carpet
Hallways	405 / 405	tile/carpet
Reception	180	carpet
Lobby	120 / 120	tile/carpet
Interview rooms	112	carpet
Police Station (West Side)		
Hallways	708	carpet
Offices	975	carpet
Restroom	110	concrete
Report writing room	328	vinyl
Exercise room	355	carpet
Kitchen	30	tile
Two sets of stairs		concrete
Locker room	304	tile
Women's locker room	54	carpet
Lobby	90	tile
Fire Station No. 3		
Vestibule	140 / 197.5	walk-off mat/tile
Lobby	144	tile
Hallway	95	carpet
Office Area	681	carpet
Training Room	589	carpet
Restrooms (2)	114	tile
Intermodal Transit Center		
Offices/Conference Room	2,985	carpet tile
Restrooms	251	ceramic tile
Lobby/main hallway	1,583	ceramic tile
Break rooms	247	vinyl
City Shop		
Streets Offices (2)	317	carpet
Streets Break Room	310	epoxy coated cement
Break Room Restroom	34	epoxy coated cement
Shop Restroom	43	ceramic tile
Parks Office	135	carpet
Parks Break Room	214	tile

BUILDING FLOOR AREAS AND TYPE

Building	Net Square Footage	Type Floor
Fire Station No. 1		
Upstairs restrooms (2)	281	vinyl
Downstairs restroom	67	tile
Offices	500	tile
Lounge	390	tile
Stairs	115	carpet
WRRF		
Restrooms/locker rooms(2)	390	tile
Offices(5)	1505	tile
Lab	587	tile
Breakroom	305	tile
Entry	63	tile
Reception/copy/hallways	740	tile
Magyar Building		
Entry	49	tile
Reception/lobby/hallways	1350	carpet
Offices(8)	1272	carpet
Conference room	342	carpet
Stairs	50	carpet
Restrooms	75	tile
Water Operations Building		
Offices(3)	367	tile
Breakroom	625	tile
Hallway/copy	164	concrete
Restrooms(2)	90	tile

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made this _______ day of ________________, 2020, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and EVCAR, Inc. dba Service Master Building Maintenance, 1449 Main Street, Lewiston, Idaho, 83501 (hereinafter "JANITOR"):

W I T N E S S E T H :

WHEREAS, CITY is in need of janitorial services for Module 2: City Hall, Paul Mann Building, and Annex; and Module 3: Hamilton Indoor Recreation Center and Eggan Youth Center in Moscow, Idaho, and has requested JANITOR to undertake the duties of the necessary janitorial services upon the terms and conditions hereinafter expressed:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

B. TERM. The term of this Agreement shall be effective from February 1, 2020 through September 30, 2022.

C. REMUNERATION. CITY will pay JANITOR for such services during the term of this Agreement as follows:

1. An amount not to exceed Forty-Eight Thousand Four Hundred Seventeen Dollars and Four Cents ($48,417.04) per period from February 1, 2020 through September 30, 2020; and
3. An amount not to exceed Seventy-Two Thousand Six Hundred Twenty-Five Dollars and Fifty-Six Cents ($72,625.56) per period from October 1, 2020 through September 30, 2021; and
4. An amount not to exceed Seventy-Two Thousand Six Hundred Twenty-Five Dollars and Fifty-Six Cents ($72,625.56) per period from October 1, 2021 through September 30, 2022; and

JANITOR is to be paid monthly upon receipt of a signed affidavit and detailed work summary for the prior month's service. In addition, each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice).

INDEPENDENT CONTRACTOR. JANITOR shall be an independent contractor and not an employee of CITY and shall comply with all the duties hereinafter set forth and shall use JANITOR's best efforts to carry out daily service duties, weekly service duties, monthly service duties, bi-monthly service duties, bi-annual service duties, and semi-annual service duties.

D. DUTIES. JANITOR shall perform all duties according to commonly accepted industry standards and practices in conformance with the Cleaning Quality Requirements and Supplemental Instructions (Exhibit "A") attached hereto and incorporated by reference to this Agreement.

1. Daily Service shall be performed in conformance with the following schedule:

   5 days per week (Sun-Thurs) in the City Hall

   5 days per week (Sun-Thurs) in the Paul Mann Building

   5 days per week (Sun-Thurs) in the Annex Building

   7 days per week (Sun-Sat) in the Hamilton Indoor Recreation Center

   5 days per week (Sun-Thurs) in the Eggan Youth Center

2. JANITOR shall perform the following Daily Services:

   a. Empty all waste and recycling baskets and dispose of contents as appropriate.
   b. Empty, sanitize, and re-line interior of sanitary containers.
   c. Sweep and/or dust mop and/or vacuum all floor surfaces including elevators, staircases, and landings.
   d. Wet-mop all hard surface flooring, excluding staircases and landings.
   e. Clean and sanitize sinks, toilets, urinals and other restroom fixtures.
   f. Clean mirrors.
   g. Clean and refill all restroom dispensers.
   h. Clean and sanitize drinking fountains.
   i. Keep Janitor closets clean and orderly.
   j. Wipe clean all sinks, counters and tables in conference rooms and kitchens.

3. JANITOR shall perform the following Weekly Service:

   a. Auto scrub HIRC, and Eggan Youth Center floors shall be done three (3) days per week: Sunday, Tuesday and Thursday. Use City-supplied auto scrubber.
   b. Wet mop all staircases and landings.
   c. Clean entrance doors and entrance glass, interior and exterior (weather permitting), and any inside glass partitions, panels, or inside-of-the-building windows.
   d. Clean interior panels/walls and threshold of elevator cab.
   e. Dust chairs, tables and other office surfaces.

f. Dust counters, file cabinets, all ledges and other surfaces within reach.

g. Remove scuff marks as necessary.

h. Clean interior glass up to ten feet (10') – low glass.

i. Clean cleared desk tops, counter tops, file cabinets, wastebaskets, drawer faces.

j. Dust all woodwork, walls, partitions and storage cubbies in the HIRC gym and the Youth Center.

k. Wash and clean restroom walls, doors, and kitchen walls near sinks, trash cans and ranges.

l. Clean stains or spots on carpets. No other carpet or upholstery cleaning is required under this Agreement.

m. Buff all tile, wood and terrazzo floors to maintain a high shine.

n. Specified office machines shall be cleaned and dusted as indicated by building personnel.

4. JANITOR shall perform the following Monthly Service:

a. Dust all high areas over six feet (6') in height.

b. Vacuum dust from all heat and air vents.

c. Clean light fixture exteriors.

d. Vacuum all upholstered furniture.

5. JANITOR shall perform the following Bi-Monthly Services (six [6] times per year):

a. Strip, scrub, wax, and machine polish all tile, vinyl and terrazzo floors.

6. JANITOR shall perform the following Semi-Annual Services (two [2] times per year):

a. Clean all interior glass over ten feet (10') – high glass (April and October).

b. Clean/vacuum all Venetian blinds, curtains, and/or draperies (April and October).

c. Wash and clean all walls as directed by the Assistant Parks and Recreation Director or Facilities Supervisor.

d. Disassemble and clean insects and dust from ceiling light fixtures (April and October).

E. ADDITIONAL DUTIES. JANITOR:

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

2. will be responsible to see that all work is completed between 6:00 p.m. and 7:00 a.m. except Sundays, provided that JANITOR shall work around meetings in said buildings taking place after 6:00 p.m.

3. shall provide a schedule of periodic floor cleaning dates in advance. Each monthly invoice shall include a calendar of planned activities for the next quarter of the year (three [3] months forward from date of invoice), Item C of this Agreement.

4. will attend a monthly meeting with appropriate CITY officials for the purpose of evaluating the previous month's work.

5. shall report material and supply needs on a weekly basis (preferably Thursday's) to the Facilities Supervisor, with the intent of having enough supplies on hand at all facilities for the work week.

F. SUBCONTRACTING, SUCCESSORS, AND ASSIGNS. The duties and work described above and herein shall be accomplished by JANITOR and shall not be subcontracted, assigned or transferred by JANITOR to other parties. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.

G. INSURANCE/WITHHOLDINGS. JANITOR expressly understands and agrees that JANITOR shall be fully responsible for JANITOR's workers compensation insurance, State and Federal withholding taxes, FICA withholding, etc. JANITOR further agrees that JANITOR shall be solely responsible for JANITOR's employees; and, further, JANITOR shall carry all applicable workmen's compensation insurance on said employees, if applicable. JANITOR agrees to indemnify and hold CITY harmless for any damages or claims of whatever nature of JANITOR or JANITOR's employees.

H. INSURANCE. JANITOR warrants that it shall obtain and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have at a minimum a coverage of at least Five Hundred Thousand Dollars ($500,000) per claim and One Million Dollars ($1,000,000) aggregate. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold harmless covenant contained herein, and in the event CITY becomes liable for an amount in excess of such insurance coverage, JANITOR shall indemnify and hold harmless CITY for the whole thereof.

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

> "It is agreed that City of Moscow, State of Idaho, is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

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

I. TERMINATION. This Agreement may be terminated without cause at any time by CITY giving JANITOR thirty (30) calendar days notice in writing of its intention to terminate the same.

J. MISSED DAYS. A prorated deduction shall be made from the monthly installment for any and all scheduled days during a month in which a building is not cleaned.

K. FAILURE TO PERFORM. If JANITOR fails to perform and fulfill any of the duties pursuant to this Agreement, CITY may immediately terminate this Agreement with no notice required, and may deduct any money owed to JANITOR to cover the cost of hiring another contractor to remedy JANITOR's failure to perform.

L. BONDING. JANITOR shall obtain, at JANITOR's sole expense, a fidelity bond in the amount of Five Thousand Dollars ($5,000) per employee. Such bond must be furnished to CITY within five (5) days of commencing work under this Agreement. Such bond shall apply to all work performed pursuant to this Agreement, whether actually performed by JANITOR, JANITOR's employees, or subcontractors.

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

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

N. COSTS AND ATTORNEY FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

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

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

P. MODIFICATION. This Agreement constitutes the entire agreement between CITY and JANITOR. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

Q. SEVERABILITY. The illegality, invalidity or unenforceability of any term, condition, or provision of this Agreement shall in no way impair or invalidate any other term, condition, or provision of this Agreement. All such other terms, conditions, and provisions shall remain in full force and effect.

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

S. AGREEMENT DOCUMENTS. This Agreement consists of the following documents:

1. This Agreement; and
2. Cleaning Quality and Requirements and Supplemental Instructions (Exhibit "A").

T. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hand this _____ day of ___________________, 2020.

CITY OF MOSCOW:

______________________________ ______________________________

Evan Strickfaden, President Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

Approved As To Form:

____
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____________________)
) ss:
County of ______________________)

On this _______ day of _______, 2020, before me, a Notary Public in and for said State, appeared, known to me to be the person named above and acknowledged that he executed the foregoing Professional Services Agreement as the duly authorized representative ____________________.

____
Notary Public for the State of ________________
Residing at________________________________
My commission expires_____________________

EXHIBIT "A"

CLEANING QUALITY AND REQUIREMENTS AND SUPPLEMENTAL INSTRUCTIONS

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

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

This Exhibit outlines the minimum acceptable quality standards:

A. Floor Maintenance

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

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

   Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather, as well as during cleaning operations. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage areas.

2. Sweeping and Damp-Mopping. After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, behind radiators, under furniture, behind doors, or on stair landings and treads. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash, or foreign matter under desks, tables, or chairs when task is completed.

3. Wet Mopping. The floors shall be properly prepared, and thoroughly swept to remove visible dirt and debris; this includes removal of wads of gum, tar, and similar substances from the floor surface. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc. Floors shall be properly rinsed and dry mopped to represent an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean after wet mopping or scrubbing.

4. Finishing and Buffing. Proper preparation of a floor, before refinishing, is considered the most important procedure in floor maintenance. Therefore, special attention shall be given to the following requirements: apply proper finish removers, stripping agents and synthetic detergents to the floor. Scrub with a floor-scrubbing machine or agitate with a mop to remove all dead finish, soap film, dirt, and stains. Pick up dirty solution with mop, squeegee, or wet-vacuum, and thoroughly rinse with clean water and dry. Finish shall be applied in a thin, even coat. The number of coats applied will depend on the type and condition of floor.

5. Damp Mopping and Buffing. At the stated frequencies, floors shall be damp-mopped and buffed between regular finishing operations. The floor shall be prepared by sweeping to remove all visible dirt and debris; damp-mop with a clean mop that has been dampened in clean-cold rinse water. The floor area shall then be machine buffed to a polished appearance.

6. Rug Vacuuming. The rug or carpet area is to be vacuumed to remove all dirt, dust, and litter. The rug is to be vacuumed to remove all obvious surface dirt from traffic areas and from under furniture. Obvious surface dirt referred to is any visible foreign matter found on the floor, rug, or carpet surface.

7. Miscellaneous.

   a. Rugs and Entrance Mats. After each thorough vacuuming, all rugs shall be clean, free from dust balls, dirt, leaves, ice melt product, and other debris.

   b. Toilets. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

B. Dusting

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

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

C. Damp-Wiping

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

D. Bright Metal Polishing

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

E. Facility Policing

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

F. Glass Cleaning

1. Cleaning of glass is cleaning the inside glass surfaces within reach and the surrounding boundary of the applicable area. After each washing operation, all glass shall be clean and free of dirt, grime, streaks, excessive moisture and shall not be cloudy. Window sashes, sills, woodwork surrounding interior glass and other such surroundings shall be thoroughly wiped free of drippings, watermarks, dust, and dirt.

2. Any items moved to accomplish glass cleaning are to be returned to their original positions upon completion of tasks.

G. Porcelain Ware and Chrome/Stainless Steel Cleaning

1. Porcelain and Chrome/Stainless Steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright. There shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture.

2. Walls and floors adjacent to fixtures shall be free of spots, drippings, and water marks.

3. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

H. Spot Cleaning

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

I. Disinfecting

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

J. Dispenser Cleaning and Servicing

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

K. Blinds

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

L. Trash and Recycling Receptacles

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

M. Restroom and Shower Stall Cleaning

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

N. <u>Carpet Cleaning</u>

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

O. <u>SDS Books</u>

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

<u>SUPPLEMENTAL INSTRUCTIONS</u>

A. <u>GENERAL</u>

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

or embroidered on the front of the shirt. Janitor's employees shall be neat and clean in appearance at all times.

14. Janitor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain City facilities on a day-to-day basis during the scheduled times indicated. Janitor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the employees on the same schedule in the same area for as long as possible. If a change in staff is necessary, City shall be notified prior to the change if possible or quickly thereafter. In addition, janitorial staff shall have the ability to:

    a. Read, write, speak and understand the English language; and

    b. Have the necessary public relation skills to deal with City employees and customers in a professional, courteous, businesslike manner; and

    c. Pass a criminal background check (City Hall); and

    d. Participate in Criminal Justice Information Services (CJIS) Security Training (City Hall); and

    e. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

15. City will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. City reserves the right to require the Janitor to remove any janitorial personnel from further duty at City facilities, without cause and without the right to recover damages by such janitorial employee or by the Janitor from the City. The Janitor shall promptly remove and replace an individual janitorial employee when requested to do so by the City.

16. Provide a Project Manager who shall be responsible for the performance of the Services and remain the Janitor's contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with the City Assistant Parks and Recreation Director to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of meetings may vary as determined by the City Assistant Parks and Recreation Director or designee. The Project Manager shall be readily available to review overall performance, deal with emergency callouts, receive special instructions regarding cleaning items, or discuss other pertinent issues regarding Services or Janitor's performance.

17. Provide to the Assistant Parks and Recreation Director, and post in all janitorial closets, Safety Data Sheets for all chemicals used or stored in the buildings.

18. Provide adequate field supervision to ensure janitorial staff arrive at assigned posts on time, perform their duties as described, and provide backup as needed during required work hours. A daily checklist shall be completed by each janitorial employee, indicating completion of daily work tasks as detailed herein. Completed checklists to be legibly signed, dated, and left onsite in a log book provided by Janitor. A written plan for providing supervision must be included with the proposal submittal, along with a daily checklist sample.

19. Develop an internal monitoring system to ensure service quality, which shall include regularly scheduled written inspections with a copy to the Assistant Parks and Recreation Director. The Assistant Parks and Recreation Director may choose to inspect with the

Janitor. A written plan for such regular evaluations must be included with the proposal submittal.

20. Break down any cardboard boxes generated by supplies, materials, equipment, and other consumables and place in the appropriate dumpster.

21. Report to the Assistant Parks and Recreation Director immediately upon discovery any vandalism and/or damage to City property.

22. Inform employees that City equipment, computers, refrigerators, closets, office supplies, telephones, copiers, are off limits to the Janitor or the Janitor's employees.

23. All buildings shall be cleaned after normal City working hours. It is normal for City Hall to have meetings in the evenings; janitorial work shall not interfere with said meetings, and work must be scheduled around these activities. Meeting schedules are posted on the City website as a means of reference.

24. Security must be maintained at all facilities, no doors to be propped open or left unsecured. Key access will be provided to various City facilities by the Assistant Parks and Recreation Director or designee; Janitor is responsible for key sets and their return upon conclusion of this Agreement. Janitor will be provided sign in/out procedures as needed during the course of this Agreement, and is responsible to assure City procedures are followed.

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

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

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

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

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

BUILDING FLOOR AREAS AND TYPE

Building	Net Square Footage	Type Floor
City Hall		
Main Floor		
Finance Director's Office	180	carpet
Finance Office and Hall	1,086	carpet
Copy room	61	carpet
Entry and main lobby	1,085	terrazzo
Men's restroom	55	tile
Women's restroom	100	tile
North corridor	50	tile
	215	carpet
Elevator vestibule	65	carpet
Art Director's Office	194	carpet
Conference room	306	carpet
Second Floor		
Council Chambers	1,635	carpet
Lunch room	340	carpet
Mayor's Office	180	carpet
Hall (out of conference room)	70	carpet
Elevator vestibule	65	carpet
Men's restroom	105	ceramic
Women's restroom	225	ceramic
New corridor	190	carpet
Lobby	565	carpet
(Plus two (2) sets of stairs, landings and elevator)		
Third Floor		
City Supervisor's Office	324	carpet
Administration / Reception	360	carpet
Assistant City Supervisor	270	carpet
Grants Manager	135	carpet
Hallways	954	carpet
Farmer's Market	135	carpet
City Attorney	204	carpet
Administration Intern	100	carpet
Legal	513	carpet
City Clerk	142	carpet
Human Resources	120	carpet
Janitor closet	65	vinyl
Men's restroom	72	vinyl
Women's restroom	104	vinyl
Utility room	24	vinyl

BUILDING FLOOR AREAS AND TYPE

Building	Net Square Footage	Type Floor
Youth Center		
Restrooms (3)	285	tile
Offices	677	carpet
Main room	2,378	tile
TV room	611	carpet
Hallways	774	tile
Kitchen	96	tile
Paul Mann Building		
Restroom	150	tile/vinyl
Offices	484	carpet
Building office / lobby	1,284	carpet
Engineering	725	carpet
Copy room	84	tile
Break room	228	carpet
Two sets of stairs		vinyl
Hamilton Indoor Recreation Center (HIRC)		
Vestibule	95	carpet
Lobby	1,490	carpet
Offices	456	carpet
Equipment room	527	concrete
Women's locker room	597	concrete
Men's locker room	533	concrete
North hallway	645/259	tile/carpet
Gymnasium	10,923	wood
Multipurpose room	2,638	tile
Small kitchen	49	tile
Offices/Conference Room	2,906	carpet tile
Restrooms (2)	251	vinyl
Break rooms	247	ceramic tile
Lobby/hallway	1,583	ceramic tile
Vestibule	79	walk-off carpet tile
Annex		
Offices and conference Room	1350	carpet
Entry	15	vinyl
Restroom	28	vinyl

COMMITTEE STAFF REPORT

DATE: Monday, December 9, 2019

RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer, Nate Suhr, Senior Engineering Technician

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Professional Services Agreement for Design on 6th St and 3rd St Phase I & II Federal-Aid Project - (ACTION ITEM) Scott Bontrager / Nate Suhr

DESCRIPTION

The Local Highway Safety Improvement Program (LHSIP) administered by the Local Highway Technical Assistance Council (LHTAC) for the Idaho Transportation Department (ITD) has provided federal funding to reduce Fatal and Serious Injury crashes on local roadway systems. LHSIP funds can be used for a variety of safety related projects that reduce the amount of crashes in a single area or system-wide projects that are based on improving safety in the proposed project area. The Third Street Safety Improvement projects include the installation of LED luminaries to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. This project is located on Third Street (Hwy. 8) from Lieuallen Street to Jackson Street.

In 2016 the City was awarded funding through the LHSIP for the Sixth Street Pedestrian Safety Improvement project with total project costs of $166,000. The project was previously designed and advertised, with bids opened by ITD in April, 2019. The two responsive bids received were more than 75% over budget, so LHTAC and the City agreed to combine the Sixth Street project with the Third Street Safety Improvement projects to decrease costs by streamlining construction and project delivery activities in one larger project.

In 2017 and 2018 the City was also awarded federal funds for the Third Street Safety Improvement Projects Phase I & II. The total cost of the Third Street Safety projects is estimated at $727,000 with a maximum federal participation of $673,638. The local match requirement is 7.34% ($53,362) of which $4,000 was previously paid with the State/Local Agreement for Design and Construction that was executed in July, 2019.

A request for qualifications was issued by the Local Highway Technical Assistance Council for design services on September 9, 2019, and three qualified engineering firms responded. Precision Engineering, LLC of Eagle, Idaho has been selected to perform the design work on these projects. The LHTAC and City staff have negotiated an agreement with Precision Engineering for this work in the amount of $88,082.00. The amount equates to 15% of the estimated construction amount for the combined projects, which both the LHTAC and City Staff deem reasonable for design services on a federal-aid project. Design is expected to be completed by October of 2020, and the project should be advertised for construction immediately following LHTAC's and ITD's approval. Construction is expected to occur during the summer of 2021. The design services agreement has been reviewed and approved by the City Attorney.

STAFF RECOMMENDATION

Recommend approval of the agreement.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the agreement, or provide staff further direction.

FISCAL IMPACT

The negotiated Design Services Contract is within the limits of the existing approved project funding.

PERSONNEL IMPACT

ATTACHMENTS

1. 20109 20483 21997 LPA_PE Signed

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number
95412

THIS AGREEMENT is made and entered into this ______ day of ___________________, _______, by and between the CITY OF MOSCOW, whose address is PO Box 9203 Moscow ID 838431703, hereinafter called the "Sponsor," and PRECISION ENGINEERING, LLC, whose address is 1935 N. Belgrave Way, Eagle, ID, 83616, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME:	6TH ST PED IMPRV, MOSCOW
PROJECT NO:	A020(109)
KEY NO:	20109
PROJECT NAME:	3RD ST SAFETY IMPRV PH 1, MOSCOW
PROJECT NO:	A020(483)
KEY NO:	20483
PROJECT NAME:	3RD ST SAFETY IMPRV PH2, MOSCOW
PROJECT NO:	A021(997)
KEY NO:	21997

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:

HMH, LLC

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Brian Wright, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

   a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

   b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

   In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at http://itd.idaho.gov/business/?target=consultant-agreements.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **9/30/2020**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

A. Payment Basis: Lump Sum

B. Compensation Amount

1. Not-To-Exceed Amount: **$88,082.00**

2. Additional Services Amount: **$0.00**

3. Total Agreement Amount: **$88,082.00**

C. Approved Overhead Rates for Prime Consultant and Subconsultant:

PRECISION ENGINEERING, LLC	56.98%
HMH, LLC	131.12%

D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **$88,082.00** to perform the work of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

PRECISION ENGINEERING, LLC
Consultant

By: ______________________________

Title: Principal Engineer

CITY OF MOSCOW
Sponsor

By: ______________________________

Title: ______________________________

IDAHO TRANSPORTATION DEPARTMENT

By: ______________________________

Title: ______________________________

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator**: Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.

2. **Combined Overhead**: The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.

3. **Cost**: Cost is the sum of the hourly charge out rate and other direct costs.

4. **Cost Plus Fixed Fee**: Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.

5. **CPM**: Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.

6. **Fixed Fee**: A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.

7. **General Administrative Overhead (Indirect Expenses)**: The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.

8. **Hourly Charge Out Rate**: The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.

9. **Incentive/Disincentive Clause**: Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.

10. **Lump Sum**: An agreed upon total amount, that will constitute full payment for all work described in the Agreement.

11. **Milestones**: Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.

12. **Not-To-Exceed Amount**: The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.

13. **Other Direct Costs**: The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost)**: The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.

16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: http://itd.idaho.gov/business/?target=consultant-agreements .

17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.

18. **State**: Normally "State" refers to the Idaho Transportation Department.

19. **Sponsor**: The "Sponsor" refers to the local public agency.

20. **Unit Prices**: The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.

2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.

3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at http://itd.idaho.gov/business/?target=consultant-agreements .

For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.

5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant’s work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department’s online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant’s reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

a. Increase in the work required by the Sponsor due to unforeseen circumstances.
b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
b) Additional work ordered in writing by the Sponsor.
c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
b. Continued submission of sub-standard work.
c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.

b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.

c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage
b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: http://itd.idaho.gov/business/?target=consultant-agreements .

13. INDEMNITY

a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.

b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.

c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $1,000,000.00 per occurrence, professional liability insurance in the amount of $1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall ,as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

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

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the Consultant until they have achieved compliance;
   - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
   - Cancellation, termination or suspension of the Agreement, in whole or in part;
   - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State.In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

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

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Scope of Work

3rd Street Safety Phases I & II
6th Street Ped Improvements

KEY NOS. 20483, 21997 & 20109

PRECISION ENGINEERING, LLC

Project Manager: Joel Grounds, P.E., PTOE

Phone: 208-938-1695

Email: joel@precisionengineeringllc.com

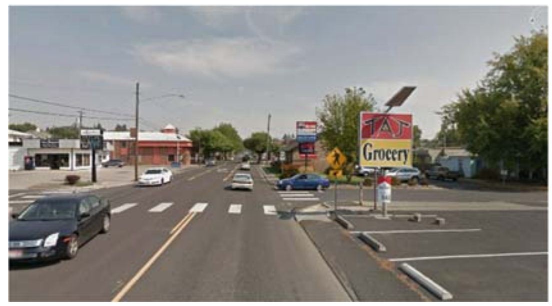
November 20, 2019

PROJECT UNDERSTANDING

This project will combine three projects into one in an effort to achieve better bid pricing. The projects are located on 3rd St (SH8), Phases I and II, from Jackson St to Lieurallen St and 6th St from Ashbury St to Jefferson St. The 6th St PS&E has already been prepared under Key No. 20109, this project will combine the Special Provisions and Estimate with the 3rd St project (the plans will remain as previously designed and will not be revised under this scope of work). Construction is anticipated to begin in FY2021.

PROPOSED IMPROVEMENTS FOR 3RD STREET

Following are the anticipated project improvements.



- Phase I improvements include replacing approximately 630 square yards of deteriorated concrete sidewalk with widths ranging from 5 to 15 feet, and approximately 533 linear feet of curb and gutter including 5 ADA pedestrian curb ramps. The project will also install 16 new LED luminaires to improve night-time visibility and the installation of 9 thermoplastic crosswalks.
- Phase II includes the removal and replacement of approximately 430 square yards of deficient concrete sidewalk including four (4) ADA pedestrian curb ramps with approximately 400 linear feet of curb and gutter, the installation of eight (8) new LED luminaires to improve night-time visibility, and the installation of four (4) high-visibility thermoplastic crosswalks.
- Install pavement markings and signage as necessary.
- Traffic control will consist of lane and shoulder closures to accommodate the construction.
- Existing utilities located within the project limits will be relocated or adjusted as necessary to accommodate the proposed improvements, at utility company expense.

PROJECT ASSUMPTIONS

- It is assumed no storm drain analyses are anticipated in this scope of work. The existing storm drain patterns will be perpetuated, and storm drain design is limited to removing/relocating existing drop inlets as needed to accommodate ADA compliancy.
- Existing utilities located within the project limits will be relocated or adjusted as necessary to accommodate the proposed improvements.
- Right-of-way will not be required for this project and is not included in this scope of work.
- Install pavement markings and signage as necessary to support the PHB and pedestrian crossings.
- It is assumed no Public Involvement is planned for this project.

1935 N Belgrave Way, Eagle, Idaho 83616
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PROJECT DEVELOPMENT

This is a Federally funded Local Highway Improvement Program Project, sponsored by the City of Moscow (City) and will be completed as a simple project. The project will follow the Abbreviated Project Development Procedures, Section 315.14 of the ITD Design Manual and the LHTAC LHSIP design process. Our scope of work includes the following assumptions:

- Plans will be prepared using ITD 11x17 sheets.
- English units will be used for this project.
- For consistency, all project documents will be submitted directly to LHTAC and City of Moscow for distribution to other reviewing agencies.

PROJECT SCOPE OF WORK

This section provides a description of the level of effort and deliverables associated with each task to complete the Scope of Work.

TASK 1 PROJECT MANAGEMENT

This task consists of general project coordination with the City and LHTAC throughout the project and preparation of monthly invoices.

Task 1.1 Project Coordination

This task will include progress meetings, informal reviews and general coordination with the City and LHTAC staff and Subconsultants as required during the project. The deliverables for the meetings will be to prepare and submit meeting minutes within three days following the meeting.

Task 1.2 Prepare Monthly Invoices

Monthly invoices will include the ITD 771 – Monthly Progress Report, the current Professional Service Authorization (PSA), Monthly Status Form, updated milestones and a cover letter summarizing the work progress and budget status as depicted on the monthly schedule, backup/supporting documentation and percent complete of lump sum budget.

TASK 2 PROJECT CHARTER

This task consists of attending the Pre-Project Conference and preparing the Project Charter.

Task 2.1 Pre-Project Conference (Kick off Meeting)

Precision Engineering will attend the Pre-Project Conference and prepare notes summarizing the meeting. The deliverables for this task consist of:

- Meeting Notes

Task 2.2 Prepare Project Charter and Material Memo (LHTAC)

LHTAC to complete the Project Charter. Precision will review the Draft Charter and review the material memo included in the approved Project Charter package and provide revisions as needed as the design progresses.

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TASK 3 FIELD SURVEY (HMH Engineering)

HMH Engineering will establish new project control, perform a complete topographic survey, locate ground utilities as marked by the 811 utility locate service, prepare project base map depicting planimetric features, property linework and right-of-way lines.

Assumptions:

- Surveying will be completed with little or no snow on the ground.
- Alignment data will be tied to any existing ITD stationing. (Supplied ITD if available).
- Adequate right-of-way monumentation exists to depict right-of-way and property lines. Based on the City records a minimum of 5 pins are located within the corridor
- One Call will be contacted to mark subsurface utilities within the project limits.
- Traffic control will be provided as a direct expense.
- The City of Moscow will provide existing parcel information in electronic format.

3.1 Project Initiation

3.1.1 Prepare and mail right of entry notification (City of Moscow)

The City of Moscow will provide the Right of Entry Letter and deliver to the property owners.

3.1.2 Survey Kickoff Meeting

The HMH survey team, along with the project manager, will hold an internal coordination meeting to create a detailed approach for effectively completing the required deliverables.

3.2 Project Control

HMH will utilize the continuously operating reference stations (CORS) and the National Geodetic Survey (NGS) network to establish a horizontal and vertical control network throughout the project. The horizontal control will be adjusted to a local control system referenced to the Idaho State Plane Coordinate System, West Zone (NAD83/2011). The vertical datum will be NAVD88 Geoid 12B.

The following items will be accomplished by HMH as part of this task:

3.2.1 Research National Geodetic Survey control monuments

HMH will research the National Geodetic Survey (NGS) database to determine nearby control monuments.

3.2.2 Primary control network

HMH will utilize CORS network-stations and online positioning user service (OPUS) methods to establish a primary control network throughout the project corridor. In areas with nearby satellite obstructions, conventional surveying methods will be used.

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ITD standard datum:

- NAD83 2011 and NAVD88 Geoid 12B will be utilized and local control coordinates will be reported in both local and Idaho State Plane West Zone 1103 system.
- A conversion scale factor will be provided for future translations.
- Distances will be reported in ground distances.
- Primary control monuments will be established within or near to the project limits.
- Primary control will be monumented with 3" aluminum caps set in concrete per ITD standards and stamped with control number identifiers.

3.2.3 Secondary Control

Secondary control points and two (2) benchmarks will be established and spaced within 500-foot intervals. HMH will utilize digital levels for differential leveling using the double run method to establish vertical accuracy through all secondary control points.

Deliverables:

- Copies of survey field notes
- Copies of research data
- An electronic file of all project survey control points in PNEZD format

3.3 Research County records for recorded surveys and plats

HMH will research related documents to determine the locations of the existing ITD right-of-way and PLSS monuments for the project limits defined later in this scope.

'The physical existence and location of the monuments of property controlling corners and accessories to corners, as well as benchmarks established and points set in control surveys by agencies of the United States government or the state of Idaho'

Records to be researched include:

- Right-of-way Plans (ITD)
- Record of Surveys
- Subdivision plats
- Corner Perpetuation and Filing Forms (CP&Fs)
- Maps
- National Geodetic Survey data sheets
- Historical County Surveyor records
- Historical Road Notes

3.3.4 Obtain and review Title Reports (Not Required)

3.3.5 Initial field survey – Reconnaissance and Ties

HMH will travel to the site in order to verify coordinates. Additionally, HMH will start the reconnaissance within the area of the existing right-of-way making field ties to recovered PLSS, street centerline and right-of-way monuments.

Assumptions:

- A field search will occur for readily available monumentation.

3.3.6 Survey control sheet update

HMH will add found monumentation and control points that were set within the project limits and update the survey control sheets prepared by others.

3.3.7 Locate existing right-of-way and private property lines

HMH will depict right-of-way and private property line locations within the project limits. The alignment and locations of these lines will be developed from researched materials and found evidence.

3.3.8 Develop a Project base map

HMH will use the information gathered in the tasks above to develop a Project base map.

Assumptions:

- Sufficient record information or monuments can be found in County records, title commitments, or at ITD D2 to determine the location of the existing right-of-way.
- The ownership map will show property lines, a Record of Survey will not be filed.

Deliverables:

- Project base map.

3.4 Topographic Surveying

HMH will perform the topographic surveying for the project, itemized as follows:

- Approximately 1000-feet of State Highway 8, beginning 200-feet west of Liley Street and ending approximately 200-feet east of Almon Street.
- Cross sections of all roadways will be taken at 50' stations.

F3.4.1 Field Survey

Field surveying will obtain cross-sections along the proposed alignments throughout the project with additional shots to obtain the accuracy needed in design. Existing surface features such as: centerline, striping, edge of asphalt, lip of gutter, back of curb, back of sidewalk, and driveway approaches will be mapped. Additional items to be included in the mapping effort are: signs, benches, landscaped areas, building corners and visible utilities. All underground utilities located by Digline will be mapped, include: water, sewer, storm drain, electric, gas, telephone and fiber optic lines.

Field surveying will include:

- The limits of the survey will be 5-ft beyond the existing right of way lines where possible and 10-ft at driveway approaches and 10-ft beyond PC/PT of the curb returns on side streets.
- Invert elevations on manhole structures and culvert.

3.4.1.1 Underground utility locates

HMH will determine through the One Call process existing underground utilities within the project area. We will then contact each utility company by letter requesting they provide utility mapping within the project area. HMH will use the utility mapping to assist with verifying field locates as part of the topographic survey effort. It is assumed that the utility providers will mark their lines within the project area as part of a design one call and that these lines can be recovered by HMH survey crews.

3.4.1.2 Traffic Control for Survey

Traffic control is anticipated on this project and shall be coordinated with traffic control subconsultant as needed.

3.4.2 Process survey field data, QA/QC

HMH will process base map linework to ITD standards. Quality control and assurance will be performed on all linework to verify horizontal and vertical accuracy.

3.4.3 Develop Project Base Map

The project base map will be in accordance with ITD standards. One-foot contours will be developed as needed for design plans from the mapping data. In addition, we will obtain the Google imagery for the project area for inclusion in the project base map. ITD may have access to more recent higher resolution mapping and may provide it to HMH for use in the mapping product if available.

Deliverables:

- Electronic base map
- Electronic surface digital terrain model

TASK 4 ENVIRONMENTAL EVALUATION

LHTAC will complete the environmental document in-house. Precision Engineering will assist LHTAC with information and/or an exhibit of the intersections. A plan sheet of all the intersection will be provided, as needed, to complete the environmental document. Precision will prepare the ITD 2788 ESCP Template.

1935 N Belgrave Way, Eagle, Idaho 83616
Ph: 208.938.1695 | Cell: 208.859.0485

TASK 5 MATERIAL DESIGN SUMMARY (LHTAC)

LHTAC will complete all materials documents in-house (Memo 17b). Precision Engineering will assist LHTAC with information and/or an exhibit of the intersection, plan sheet needed to complete this task.

TASK 6 PRELIMINARY DESIGN

This task includes preparation of a Preliminary design display and construction cost estimate for review and comment.

Task 6.1 Site Visit

At the beginning of the project, Precision Engineering will visit the site to take photos and document additional items to be picked up by the survey.

Task 6.2 Prepare Design Files

After the site visit, Precision Engineering will prepare the base map compiled from data obtained from the site visit, topo survey and additional information as needed to set up project files.

Task 6.3 Prepare Preliminary Design Display and Estimate

Precision Engineering will prepare a preliminary layout for the City and LHTAC depicting the proposed improvements. This will be used to ensure the direction of the design meets the proposed purpose and need of the project before completing the final design submittal. It is assumed the discussion of the display will be conducted by phone.
The deliverable for this task consists of:

- 1 – Preliminary Intersection Layout Display, provided in PDF format and Cost Estimate

TASK 7 FINAL DESIGN

This task consists of preparation of the plans, special provisions, construction cost estimate and contract time determination for Final Design Review and PS&E submittals.

Task 7.1 Utility Coordination

Precision Engineering will coordinate with local utility companies to obtain their facility mapping and to identify potential conflicts. The deliverables for this task consist of:

- Copies of Utility Submittal Letters
- Copies of all information and documents received from the Utilities
- Preparation of utility waiver documents if needed.

Task 7.2 Prepare Final Roadway Design

Precision Engineering will develop the geometry and design the Final intersection improvements based on the approved Preliminary layout.

Task 7.3 Prepare Final Roadway Design and Plan Sheets (11 Sheets)

Precision Engineering will perform final roadway design and drafting in accordance with ITD standards of the following deliverables in this task:

- 1 – Title Sheet
- 1 – Project Clearance Summary Sheet
- 1 – Roadway Summary Sheet
- 1 – Typical Section Sheet
- 3 – Roadway Plan and Profile Sheets
- 1 – Roadway Detail Sheets
- 3 – Utility Plan Sheets

Task 7.4 Final Street Lighting Design

Precision Engineering will determine the required light pole locations within the project limits to achieve the design illuminance level. The design illuminance level will be based on City Standards and AASHTO guidelines. The deliverables for this task consist of:

- The Lighting Circuitry and Pole Placement Based on AGI32
- Calculating Voltage Drops for The Roadway Lighting
- Prepare Sole Source Letter for Illumination Materials

Task 7.5 Prepare Final Traffic Design and Plan Sheets (11 Sheets)

Precision Engineering will perform final traffic design and drafting in accordance with ITD standards of the following deliverables in this task:

- 1 – Illumination Materials List
- 2 – Illumination Plan Sheets
- 1 – Junction Box Detail Sheet
- 1 – Service Pedestal Detail (td-03) Sheet
- 1 – Pole Assembly Detail (td-10) Sheet
- 2 – Pavement Markings and Signing Sheets
- 2 – Construction Traffic Control Plan Sheets
- 1 – Pedestrian Routing Phasing Plan Sheet

Task 7.6 Prepare LHTAC Form 2788

This project is NOT expected to disturb more than an acre, and the preparation of a SWPPP is not included in this scope of work. However, in keeping with construction best management practice Precision will prepare the LHTAC ESCP Form 2788. The deliverables for this task consist of:

- Completed LHTAC Form 2788

Task 7.7 Prepare Special Provisions

Precision Engineering will prepare the Special Provisions (Bid Proposal) and the Contract Time Determination Schedule for the project. The deliverables for this task consist of:

- Special Provisions to the 2019 ITD Specs
- Contract Time Determination Schedule

Task 7.8 Prepare Construction Cost Estimate

Precision Engineering will calculate the estimated quantities and prepare an engineer's construction cost estimate for the project. The unit costs will be based on the ITD Average Unit Price report. The deliverable for this task consists of:

- Engineer's Construction Cost Estimate in Estimator Format

Task 7.9 Internal Review and Prepare Final Design Review Submittal

Precision Engineering will perform an internal review of the entire final design review package (plans, special provisions and construction cost estimate) prior to submitting for Final Design Review. We will perform revisions from the internal review and prepare the plans, special provisions and construction cost estimate for the formal Final Design Review submittal to the City and LHTAC.

Task 7.10 Final Design Review Meeting

Precision Engineering will coordinate and attend the Final Design Review Meeting (it is anticipated this meeting will be teleconferenced) and prepare meeting notes that summarize the review comments obtained from the meeting and from the marked-up plans, special provisions and estimate. The deliverable for this task consists of:

- Summary of Final Design Review Comments

Task 7.11 Prepare PS&E Submittal

Precision Engineering will revise the plans, special provisions and estimate as necessary to address the Final Design Review comments. The following submittals will be provided in electronic format to LHTAC, no hard copies to be provided:

- Stamped and Signed Plans Set (PDF format)
- Construction Cost Estimate (Estimator format)
- Special Provision (Word format)
- Contract Time Determination (PDF format)
- Final Design Review Comment Matrix (PDF format)

Task 7.12 Address Review Comments

Precision Engineering will revise the plans, special provisions and estimate as necessary to address the PS&E Review comments.

Task 7.13 Prepare Resident's File

Precision Engineering will prepare a summary of the status of project information and attach appropriate project documents for inclusion in the Resident's File. The list of data included will be based on Section 920.04 of the ITD Design Manual. The deliverable for this task consists of:

- Resident Engineer's File

1935 N Belgrave Way, Eagle, Idaho 83616
Ph: 208.938.1695 | Cell: 208.859.0485

PROJECT SCHEDULE

Task Name	Duration	Start	Finish
3rd Street Safety Phases I/II, and 20109 6th Street Ped Improvements, Moscow	173 days	Fri 11/1/19	Tue 6/30/20
Notice to Proceed (Assumed)	**3 days**	**Fri 11/1/19**	**Tue 11/5/19**
Project Startup & Existing Data	**43 days**	**Fri 11/1/19**	**Tue 12/31/19**
Project Setup	3 days	Fri 11/1/19	Tue 11/5/19
Topographic Survey (HMH Engineering)	40 days	Wed 11/6/19	Tue 12/31/19
Environmental Evaluation (LHTAC)	**80 days**	**Wed 11/6/19**	**Tue 2/25/20**
Prepare Environmental Evaluation Docs (CatEx)	60 days	Wed 11/6/19	Tue 1/28/20
ITD Review	20 days	Wed 1/29/20	Tue 2/25/20
Project Charter	**7 days**	**Mon 11/11/19**	**Tue 11/19/19**
Pre-Project Conference	1 day	Mon 11/11/19	Mon 11/11/19
Review and Finalize Project Charter	5 days	Tue 11/12/19	Mon 11/18/19
Address Review Comments	1 day	Tue 11/19/19	Tue 11/19/19
Preliminary Design	**57 days**	**Wed 1/1/20**	**Thu 3/19/20**
Prepare Design Base Files	5 days	Wed 1/1/20	Tue 1/7/20
Prepare Preliminary Design	40 days	Wed 1/8/20	Tue 3/3/20
Submit Prelim Design Review	**1 day**	**Wed 3/4/20**	**Wed 3/4/20**
City / LHTAC Review	*10 days*	*Thu 3/5/20*	*Wed 3/18/20*
Preliminary Design Review	1 day	Thu 3/19/20	Thu 3/19/20
Final Design	**73 days**	**Fri 3/20/20**	**Tue 6/30/20**
Prepare Final Design	40 days	Fri 3/20/20	Thu 5/14/20
Prepare Construction Cost Estimate	5 days	Fri 5/8/20	Thu 5/14/20
Prepare Special Provisions	10 days	Fri 5/1/20	Thu 5/14/20
Prepare Final Design Review Submittal	5 days	Fri 5/15/20	Thu 5/21/20
Submit Final Design Review	**1 day**	**Fri 5/22/20**	**Fri 5/22/20**
City / LHTAC Review	*10 days*	*Mon 5/25/20*	*Fri 6/5/20*
Final Design Review Meeting	1 day	Mon 6/8/20	Mon 6/8/20
Prepare PS&E Submittal	15 days	Tue 6/9/20	Mon 6/29/20
Submit PS&E Package	**1 day**	**Tue 6/30/20**	**Tue 6/30/20**

MAN-HOUR ESTIMATE
3RD ST SAFETY PHs I & II and 3TH ST PED IMPROVEMENTS
KEY NOs. 20483, 21997 & 20109
November 20, 2019

			HOURS Joel G	HOURS Andy E	TOTAL HOURS
TASK 1		**PROJECT MANAGEMENT**			
	1.1	Project Coordination	25		25
	1.2	Prepare Monthly Invoices	6		6
		TASK 1 HOURS	**31.0**	**0.0**	**31.0**
		TASK 1 MAN-DAYS	**3.9**	**0.0**	**3.9**
TASK 2		**PROJECT CHARTER**			
	2.1	Pre-Project Conference	4		4
	2.2	Prepare Concept Report (LHTAC)	1		1
		TASK 2 HOURS	**5.0**	**0.0**	**5.0**
		TASK 2 MAN-DAYS	**0.6**	**0.0**	**0.6**
TASK 3		**FIELD SURVEYS (HMH Engineering)**			
	3.1	Survey Correspondence	6		6
		TASK 3 HOURS	**6.0**	**0.0**	**6.0**
		TASK 3 MAN-DAYS	**0.8**	**0.0**	**0.8**
TASK 4		**ENVIRONMENTAL EVALUATION (LHTAC)**			
	4.1	Environmental Correspondence	8		8
		TASK 4 HOURS	**8.0**	**0.0**	**8.0**
		TASK 4 MAN-DAYS	**1.0**	**0.0**	**1.0**
TASK 5		**MATERIAL DESIGN SUMMARY (LHTAC)**			
		TASK 5 HOURS	**0.0**	**0.0**	**0.0**
		TASK 5 MAN-DAYS	**0.0**	**0.0**	**0.0**
TASK 6		**PRELIMINARY DESIGN**			
	6.1	Site Visit	20	20	40
	6.2	Prepare Design Files	4	12	16
	6.3	Prepare Preliminary Design Display and Estimate	8	20	28
		TASK 6 HOURS	**32.0**	**52.0**	**84.0**
		TASK 6 MAN-DAYS	**4.0**	**6.5**	**10.5**
TASK 7		**FINAL DESIGN**			
	7.1	Utility Coordination	8		8
	7.2	Prepare Final Roadway Design	20	30	50
	7.3	Prepare Final Design & Plan Preparation (11 Sheets)			
		Title Sheet (1)	2	2	4
		Project Clearance Summary Sheet (1)	3	2	5
		Roadway Summary Sheet (1)	6	8	14
		Typical Section Sheet (1)	8	12	20
		Plan and Profile Sheets (3)	15	30	45
		Roadway Details Sheet (1)	5	8	13
		Utility Plan Sheets (3)	9	15	24
	7.4	Final Street Lighting Design			
		The Lighting Circuitry and Pole Placement Based on AGI32	12	12	24
		Calculating Voltage Drops for The Roadway Lighting		6	6
		Prepare Sole Source Letter for Illumination Materials	3		3
	7.5	Final Traffic Design and Plan Preparation (11 Sheets)			
		Illumination Materials List (1)	8	12	20
		Illumination Plan Sheets (2)	8	12	20
		Junction Box Detail Sheet (1)		4	4
		Service Pedestal Detail (td-03) Sheet (1)		6	6
		Pole Assembly Detail (td-10) Sheet (1)		4	4
		Pavement Markings and Signing Sheets (2)	8	16	24
		Construction Traffic Control Plan Sheet (2)	6	16	22
		Pedestrian Routing Phasing Plan Sheet (1)	4	8	12
	7.6	Final Erosion and Sediment Control			
		ITD-2788 Form - Erosion and Sediment Control Plan		4	4
	7.7	Prepare Special Provisions	16	8	24
	7.8	Prepare Construction Cost Estimate	4	12	16
	7.9	Internal Review and Prepare Final Design Review Submittal	6	8	14
	7.10	Final Design Review Meeting	4	4	8
	7.11	Prepare PS&E Submittal	16	24	40
	7.12	Address PS&E Review Comments	8	8	16
	7.13	Resident's File	4	8	12
		TASK 7 HOURS	**183.0**	**279.0**	**462.0**
		TASK 7 MAN-DAYS	**22.9**	**34.9**	**57.8**
TOTAL HOURS			**265.0**	**331.0**	**596.0**
TOTAL MAN-DAYS			**33.1**	**41.4**	**74.5**

PRECISION COST SUMMARY WORKSHEET
3RD ST SAFETY PHs I & II and 3TH ST PED IMPROVEMENTS
KEY NOs. 20483, 21997 & 20109

SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
Joel Grounds, PE (Principal Engineer)	33.13	=	265	@	$ 90.09	=	$ 23,873.85
Andy Elliott, PE (Project Engineer)	41.38	=	331	@	$ 38.00	=	$ 12,578.00
					DIRECT LABOR COSTS	**=**	**$ 36,451.85**

PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Direct Labor		Overhead		
$36,451.85	X	**56.98%**	=	$ 20,770.26

GENERAL AND ADMINISTRATIVE OVERHEAD

Direct Labor		FCCM		
$0.00	X	**0.00%**	=	$ -

NET FEE

Profit		
13.5%	=	$ 7,724.99

PRECISION TOTAL LABOR (LUMP SUM)	**=**	**$64,947.10**

OTHER DIRECT COSTS

Amount		Unit Cost	
	@		$ -

SUBCONSULTANTS

HMH Engineering	$ 23,135.01
SUBCONSULTANT TOTAL COST	**$23,135.01**

TOTAL (LUMP SUM)	**$ 88,082.11**

Project Name:	**City of Moscow - SH 8 Pedestrian Imp**							
Project Number:								
Key No:								
Date:	**10/15/2019**							
Prepared By:	**Ron Heidemann**							
		Shawn Metts, P.E.	Ron Heidemann, P.L.S.	Vicki Klemn	Scott Kirking	Carla Redline		
TASK	**Project Name**	Principal	Survey Manager	Survey Tech	Survey Party Chief	Administrative Assistant	**TOTAL HRS**	**TOTAL HOURS**
1	**PROJECT MANAGEMENT**	**5**	**0**	**0**	**0**	**0**	**5**	
1.1	**LHTAC Billing Coordination**	1					1	
1.2	**Schedule & Management Control**	3					3	
1.3	**Schedule & Management Control**						0	
1.4	**LHTAC Coordination & Meetings**						0	
1.5	**Sub-Consultant Billing Coordination**						0	
1.6	**Agreement Closeout**	1					1	
2	**SURVEY AND MAPPING**	**0**	**60**	**90**	**70**	**0**	**220**	
2.1	**Project Initiation**						0	
2.1.1	**Prepare and Mail Right of Entry Access Notification**		2				2	
2.1.2	**Survey Kickoff Meeting**		2	2	2		6	
2.2	**Project Control**						0	
2.2.1	**Research National Geodetoc Survey (NGS) Control Monuments**		1		1		2	
2.2.2	**Primary Control Network**		3	1	5		9	
2.2.3	**Secondary Control**		2	1	3		6	
2.2.4	**Survey Control Sheet**		4	18	1		23	
2.3	**Right of Way Research and Verification**						0	
2.3.1	**Perform Record Title Research for Roadway**		4				4	
2.3.2	**Research County for recorded Surveys and Plats**		2	2	8		12	
2.3.3	**Research and Identify Property Ownership in the Vicinity of the Project**		2	2			4	
2.3.4	**Obtain and Review Title Reports**		2	2			4	
2.3.5	**Initial Field Survey - Reconnaissance and Ties**		1	2	8		11	
2.3.6	**Office Calculations For Monument Recovery**		1	2			3	
2.3.7	**Field Survey for Final Monument Preservation**		1	2	4		7	
2.3.8	**Survey Control Sheet Update**		2	4			6	
2.3.9	**Establish existing ROW, private property lines and alignment**		20	2	4		26	
2.3.10	**Develop Project Base map**		2	16			18	
2.4	**Topographic Surveying**		`				0	
2.4.1	**Field Survey**				20		20	
2.4.1.1	**Underground utility locates**		2	2	10		14	
2.4.1.2	**Traffic Control for Survey**		2		4		6	
2.4.2	**Process survey field data, QA/QC**		4	8			12	
2.4.3	**Develop Project Base Map**		1	24			25	
	`						**TOTALS**	
		5	60	90	70	0	225	
	TOTAL HOURS	**5.00**	**60.00**	**90.00**	**70.00**	**0.00**	**225.00**	

CONSULTANT	HMH Engineering
PROJECT NAME	City of Moscow - SH 8 Pedestrian Imp
PROJECT NUMBER	0
DATE	10/15/2019
KEY NUMBER	0

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days		Man-Hours		Hrly Rate			Raw Labor Cost
1	Shawn Metts, P.E.	0.6	=	5	@	$49.04	=	$	245.20
2	Ron Heidemann, P.L.S.	7.5	=	60	@	$42.00	=	$	2,520.00
3	Vicki Klemn	11.3	=	90	@	$28.00	=	$	2,520.00
4	Scott Kirking	8.8	=	70	@	$29.50	=	$	2,065.00
8	Carla Redline	0.0	=	0	@	$33.30	=	$	-
				TOTAL RAW LABOR COST			=		**$7,350.20**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate		
$7,350.20	X	**131.12%**	=	**$9,637.58**

C. NET FEE

Total Raw Labor & Overhead		NET FEE**		
$16,987.78	X	**12%**	=	**$2,038.53**

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
$7,350.20	X	**0.00%**	**$0.00**

TOTAL LABOR **$19,026.32**

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount			Unit Cost			Estimated Expense
1	* MILEAGE (miles)	562.4	@	$	0.580	=	$	326.19
2	* LODGING (Days)	5	@	$	96.00	=	$	480.00
3	* MEALS (Days)	4	@	$	55.00		$	220.00
4	* MEALS (1/2 Days)	2	@	$	41.25	=	$	82.50
5	TRAFFIC CONTROL (Days)	2	@	$	1,500.00	=	$	3,000.00
	TOTAL ESTIMATED EXPENSE					=	**$**	**4,108.69**

F. SUBCONSULTANTS

TOTAL = $23,135.01

* As per the "FEDERAL PER DIEM RATES FOR IDAHO"

** Negotiated % Fee

CLEARWATER TRAFFIC CONTROL, LLC.

6182 Lapwai Road
P.O. Box 603
Lewiston, ID 83501

Idaho Public Works # 16024-B-4(02890, 02761, 01550)
Washington Contractor's License # CLEARTC966NJ

QUOTATION

Quote #: 0729

Date: December 2, 2019

To: HMH Engineering, LLC
Ron Heidemann

Phone #: (208) 512-4832
Fax #:
Email : rheidemann@hmh-llc.com

Project: Highway 8 Surveying
Moscow, Idaho

Project #:
Key #:

Owner:

Bid Date:

Item #	Description	Estimated Quantity	Units	Unit Cost	Total
1	**Traffic Control Plan** (Excludes Engineer Stamp)	1.00	Each	$200.00	$200.00
2	**Mobilization**	2.00	Day	$300.00	$600.00
3	**Signs & Devices (**Per ITD Approved TC Plan)	2.00	Day	$215.00	$430.00
4	**Traffic Control Crew**	16.00	Hour	$110.00	$1,760.00
	Incl. 1 TCS and 2 Certified Flaggers				
5	**Traffic Control Crew - OT****	0.00	Hour	$145.00	$0.00
	Incl. 1 TCS and 2 Certified Flaggers				
	CHARGED AFTER 8 HOURS PER DAY				

ALL QUANTITIES ESTIMATED ONLY - ACTUAL QUANTITIES TO BE BILLED.

If accepted, this quotation in it's entirety shall be included in any contractual agreement between Clearwater Traffic Control and prime contractor.
If a contridiction occurs, between the terms of the contract and the terms of this quotation, the language of this quotation shall prevail.

TOTAL BID: $2,990.00

Price Includes: Use Tax On Materials

Price Excludes: Bond Costs, Sales Tax, TERO Compliance Plan & Fees, Holiday/Weekend/Nighttime Work, RR Insurance, Record Of Pavement Markings, Removal Of Pavement Markings, Temporary & Permanent Pavement Markings, Pedestrian Fencing & Control, Pilot Cars And All Other Work Not Expressly Listed Above.

Payment Terms: Net 30 Quote Valid For 45 Days.

ACCEPTANCE OF PROPOSAL - All terms and conditions listed are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made per terms.

Signature: Date:

Prepared By: Marv Albright Jr.
marva@clearwatertraffic.com