Moscow City Council

Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, December 16, 2019	**7:00 PM**	**Council Chambers 206 E. Third St.**

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

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. Approval of Moscow City Council December 2, 2019 Minutes - Laurie M. Hopkins

   Minutes presented for approval.

   ACTION: Approve minutes.

   B. Disbursement Report November 2019 - Sarah Banks

   Staff will present the Accounts Payable Report for the month ending November 2019. This was reviewed by the Public Works/Finance Committee on December 9, 2019 and recommended for approval.

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

   C. Consideration of Janitorial Services Bid Results - David Schott

   The City published an invitation to bid 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. The Public Works / Finance Committee recommended approval on December 9, 2019.

ACTION: 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.

REGULAR AGENDA

2. **Staff Recognition Report - Gary J. Riedner**

3. **Mayors Appointments (ACTION ITEM)**

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

5. **Citizen Commission Report - Historic Preservation Commission - Mike Ray / Wendy McClure**

6. **Government Finance Officers Association (GFOA) Award Presentation (ACTION ITEM) - Gary J. Riedner**

   The City submitted the FY2018 Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association (GFOA) for consideration for the Certificate of Achievement for Excellence in Financial Reporting Award. The GFOA reviewed the FY2018 CAFR and determined that it met the rigorous standards for the award and subsequently issued its certificate. This is the 16th consecutive year the City has received the GFOA Award for Excellence in Financial Reporting.

   ACTION: Receive the Excellence in Financial Reporting Award from the Government Finance Officers Association for the City's FY2018 Comprehensive Annual Financial Report.

7. **Professional Services Agreement for Design on 6th St and 3rd St Phase I & II Federal-Aid Project - (ACTION ITEM) - Bill Belknap**

   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. This was reviewed by the Public Works / Finance Committee December 9, 2019.

PROPOSED ACTIONS: Approve the Professional Service Agreement with Precision Engineering, or take such other such action deemed appropriate.

8. Consideration of MAC Recommendation for Public Art Project at C & Main Streets (ACTION ITEM) - Megan Cherry

The couplet at C & Main was identified as a priority public art location in the 2015 Public Art Master Plan (PAMP). The PAMP was developed over the course of several years with input from the Moscow Arts Commission, Arts staff, and members of the Moscow community. Funding for public art projects such as the one at C & Main comes from the 1% for Arts fund, established by the June 21, 2004 City Ordinance 2004-30. The project at C & Main has been in active development by Arts staff and MAC members with consultation from ITD and City of Moscow Facilities staff since January 2019, and has a projected installation date of May 2020. Following a rigorous selection panel and community input process, including presentation of the three finalists to the Administrative Committee on November 25, 2019, the Moscow Arts Commission is recommending for Council approval the installation of the artwork entitled The Homecoming by Jennifer Corio and Dave Frei in the couplet at C & Main Streets.

PROPOSED ACTIONS: Approve the Moscow Arts Commission's recommendation of the artwork entitled "The Homecoming" by Jennifer Corio and Dave Frei in the couplet at C & Main Streets, or take other such action deemed appropriate.

9. Heron's Hideout Property Purchase Agreement - Gary J. Riedner

The City was recently approached by a representative of the owner of the property located adjacent to the City's Heron's Hideout Park to inquire about the City's potential interest in acquiring their 1.9 Acre property that includes a small single-family home and which is currently listed for sale for $300,000. After consultation with the Parks and Recreation Director, it was determined that the City did not have an interest in the purchase of the home, but would have an interest in the purchase of a large portion of the undeveloped part of the

property that is directly adjacent to the Park and the existing public pathway. The City's interest in this land is for the preservation of open space area, separation of the pathway from potential property development, as well potential future flood mitigation water storage. Staff has negotiated the purchase of 1.26 acres of the 1.9 acre parcel for the amount of $87,500 as shown on Exhibit A. The City would also fund a property survey to develop the legal descriptions and set property boundary monuments and the lot line adjustment application. Under the purchase agreement, the City would fund an initial deposit of $5,000 and would have 90 days to perform a due diligence review the property title and condition. If the City were to choose not to proceed with the purchase within the 90-day due diligence, period the $5,000 deposit would be refunded and the City would have no further obligations. The purchase is proposed to be funded from the Land and Park Development line item 350-165-30-770-71 which has a current balance of $133,600.

PROPOSED ACTIONS: Approve the proposed Property Purchase Agreement; or take other such action deemed appropriate.

REPORTS

City Council

Mayor

Staff

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.

Moscow City Council

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

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208.883.7015

Monday, December 2, 2019 **7:00 PM** **Council Chambers**
206 E. Third St.

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

PRESENT: Art Bettge, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Gina Taruscio, Anne Zabala
ABSENT: Mayor Lambert
OTHERS: Council Elect Maureen Laflin, Council Elect Sandra Kelly
STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Mike Ray, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Council President Boland led the Pledge of Allegiance.

REGULAR AGENDA

1. **Approval of Moscow City Council November 18, 2019 Minutes (ACTION ITEM) - Laurie M. Hopkins**

   Minutes presented for approval.

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

Bettge moved and Sullivan seconded approval of the minutes. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. **Staff Recognition Report - Gary J. Riedner**

None offered.

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

None offered.

4. **Acknowledgement of Election Results (ACTION ITEM) - Gary J. Riedner**

   Per Idaho Code, the City Council is required to accept the canvassed election results from Latah County, including the breakdown by precinct. The acceptance must be included in the Council meeting minutes.

   PROPOSED ACTIONS: Accept canvassed election results from Latah County or take other such action deemed appropriate.

Zabala moved, Sullivan seconded to accept the canvassed election results from Latah County. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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5. Public Hearing: Ordinance Amending Title 4, Chapter 6, Regarding Covered Parking Space Requirements and Miniature Golf Parking Requirements (ACTION ITEM) - Mike Ray

The Planning and Zoning Commission is proposing two amendments to the Off-Street Parking section of the Zoning Code. The first amendment pertains to eliminating the current covered parking requirements for single-family and two-family dwellings. The second amendment is regarding a proposal to amend the off-street parking requirements for miniature golf facilities. On October 23, 2019, the Commission conducted a public hearing upon the proposed ordinance and recommended approval to City Council. This item was reviewed by the Administrative Committee on November 25, 2019.

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony received, approve the proposed Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading; or reject the Ordinance; or take such other action deemed appropriate.

Ray introduced the item as written above.

Council President Boland opened the public hearing at 7:11 p.m.

Nils Peterson, Executive Director of Affordable Housing Trust, said the Trust explored a three unit townhouse that was challenging to provide required parking for the middle unit. Decided to place the parking in the easement but couldn't meet the requirement of being covered. The Trust gave up that location for the project. He supports the change.

Council President Boland closed the public hearing at 7:13 p.m.

Bettge moved, Taruscio seconded to approve the proposed Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Council President Boland read Ordinance 2019-11:
AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 6, REGARDING AN AMENDMENT TO ELIMINATE THE COVERED PARKING REQUIREMENT FOR SINGLE AND TWO-FAMILY DWELLINGS; PROVIDING FOR THE AMENDMENT OF THE OFF-STREET PARKING REQUIREMENTS FOR MINIATURE GOLF FACILITIES; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

6. Public Hearing: Ordinance Amending Title 4, Chapter 3, Regarding Accessory Dwelling Unit Minimum Lot Size and Utility Requirements (ACTION ITEM) - Mike Ray

On April 6, 2015, City Council approved Ordinance 2015-06 which permitted Accessory Dwelling Units (ADUs) in all residential zones and also established certain development standards. Since the ADU ordinance has been approved, there have been eight ADUs that have been constructed

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throughout the City. Staff has encountered a number of circumstances over the last four years with lots in older areas of town that have been ineligible for ADUs because of the minimum lot size requirement. Therefore, the Planning and Zoning Commission is proposing to eliminate the minimum lot size requirement to allow greater opportunities for all residential properties to have the option of developing ADUs. Additionally, the Commission is also proposing to amend the limitations on the use table to allow ADUs to have separate electric and water meters. On August 28, 2019, the Commission conducted a public hearing upon the minimum lot size amendment and on October 23, 2019, the Commission conducted a public hearing upon the limitations on use table amendment and recommended approval of both to the City Council. This item was reviewed by the Administrative Committee on November 25, 2019.

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony received, approve the proposed Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading; or reject the Ordinance; or take such other action deemed appropriate.

Ray introduced the item as written above. Ray provided a map of all non-conforming lots in the City. The inequity in many neighborhoods is where access to parking is from an alley. ADU support was a question in the citizen survey as well as the Design and regulations of ADU's. Ray went through the results of the survey, which were the basis of the 2015 ordinance that was passed.

Council President Boland opened the public hearing at 7:26 p.m.

Nils Peterson, Executive Director of Affordable Housing Trust, said he is in favor of each change. He passed out two articles and gave a brief synopsis (see attached). He is in favor of these changes and encourage the Council to work on these issues more.

Council President Boland closed the public hearing 7:29 p.m.

Sullivan thinks small lots may still have a challenge with required parking. Having only six ADU's since passing the ordinance, perhaps shows the regulations are too restrictive. It seems arbitrary when one lot can and one cannot because it may be 15 feet short of the regulation.

Taruscio moved, Bonzo seconded to approve the proposed Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Council President Boland read Ordinance 2019-12:
AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 3; PROVIDING FOR AN AMENDMENT TO THE ACCESSORY DWELLING UNIT STANDARDS TO ELIMINATE THE MINIMUM LOT SIZE REQUIREMENT; PROVIDING FOR AMENDMENTS TO THE LIMITATIONS ON THE USE TABLE TO ALLOW ACCESSORY DWELLING UNITS TO HAVE SEPARATE ELECTRIC AND WATER METERS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 3; PROVIDING FOR AN AMENDMENT TO THE ACCESSORY DWELLING UNIT STANDARDS TO ELIMINATE THE MINIMUM LOT SIZE REQUIREMENT; PROVIDING FOR AMENDMENTS TO THE LIMITATIONS ON THE USE TABLE TO ALLOW ACCESSORY DWELLING UNITS TO HAVE SEPARATE ELECTRIC AND WATER METERS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

7. Professional Services Agreement for Construction Engineering and Inspection on the A Street Stage II Federal-Aid Project (ACTION ITEM) - Scott Bontrager / Bill Belknap

The Idaho Transportation Department (lTD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project in FY2019 to improve segments of 'A' Street and Line Street. The construction contract for the project was awarded by the Idaho Transportation Board to Motley & Motley of Pullman, Washington in the amount of $3,839,913.55. A request for qualifications was issued by ITD for construction engineering and inspection on September 4, 2019, and seven qualified engineering firms responded by the September 25th deadline. A five-person panel (two LHTAC engineers and three City Staff) independently rated the statements of qualification and a consensus was reached on the selection of Civil Science, Inc. of Twin Falls, Idaho. The attached professional services agreement between the City of Moscow and Civil Science, Inc. was negotiated on Tuesday, November 12, 2019 in the amount of $637,182.00. This amount equates to 16.59% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project of this complexity. The agreement has been reviewed and approved by the City Attorney. This was reviewed by the Administrative Committee November 25, 2019 and recommended for approval.

PROPOSED ACTIONS: Approve the Professional Services Agreement with Civil Science, Inc., or take other such action deemed appropriate.

Belknap introduced the item as written above. ITD will run this project and the City will receive updates and be involved along the way.

Bettge moved, Taruscio seconded to approve the professional services agreement with Civil Science Inc. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Palouse Basin Aquifer Committee - Zabala said the Committee is working on a LEAP analysis for soliciting funding. This analysis is in tandem with an RFP for a project manager; the Committee would like to have the LEAP analysis in place prior to hiring a manager.

Clearwater Economic Development Association - Taruscio said the Association is still in process of switching from a C4 to a C3; they are getting push back on the restructured dues where some entities are asking for a forgiveness of the increase; the Association received an unanticipated $11,000 and are speaking with a bank regarding funding the last part of fiber project.

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Sustainable Environment Commission - Bonzo said the Commission received the City's sustainability report; discussed a climate action plan; received a presentation by Nez Perce tribe regarding climate change planning.

1912 Center Development Committee - Boland said the bid opening for the second floor renovations is tomorrow at 4:00 p.m.

Recycling of plastics was also discussed by the full Council. Tim Davis will be scheduled to report at the PWF committee next Monday.

Staff

No report

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(C) AND (F) - THE MEETING WILL NOT RECONVENE.

Sullivan moved and Taruscio seconded to adjourn to Executive Session. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. The meeting closed at 7:53 p.m.

_____

Bill Lambert, Mayor

ATTEST:

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Laurie M. Hopkins, City Clerk

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CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
December 2, 2019

Present: Art Bettge, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Gina Taruscio, Anne Zabala

Also Present: Gary J. Riedner, City Supervisor; Mia Bautista, City Attorney; Bill Belknap, Deputy City Supervisor

The executive session was called to order at 7:56 p.m.

Item discussed pursuant to I.C. 74-206(1)(C) and (F)

The executive session was adjourned at 8:18 p.m.

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CITY COUNCIL STAFF REPORT

DATE: Monday, December 16, 2019

RESPONSIBLE STAFF	REVIEWED BY
Sarah Banks, Finance Director	This was reviewed by the Public Works/Finance Committee on December 9, 2019 and recommended for approval.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Disbursement Report November 2019 - 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

CITY COUNCIL STAFF REPORT

DATE: Monday, December 16, 2019

RESPONSIBLE STAFF	REVIEWED BY
David Schott, Assistant Parks and Recreation Director	This item was reviewed by the Public Works / Finance Committee at their December 9, 2019 meeting
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Consideration of Janitorial Services Bid Results - David Schott

DESCRIPTION

The City published an invitation to bid 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.

The Public Works / Finance Committee recommended approval on December 9, 2019.

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

ACTION: 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.

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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(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:

Module #1 Moscow Police Department**.
Module #2 City Hall**, Paul Mann Building, and Annex.
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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 208-882-5326

Firm Address Phone

Charleen Young 11/20/19

Authorized Representative's Signature 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 Young
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

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

~~BEATO~~ 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. JONYA CALLISON	162 EAGLE LANE PULLMAN, WA 99163	

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:

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

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		
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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:

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. Carpet Cleaning

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

O. SDS Books

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

SUPPLEMENTAL INSTRUCTIONS

A. GENERAL

1. Quality cleaning will be required, including full performance of all specified daily services on the first official working day of the Agreement period.
2. 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. Carpet Cleaning

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

O. SDS Books

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

SUPPLEMENTAL INSTRUCTIONS

A. GENERAL

1. Quality cleaning will be required, including full performance of all specified daily services on the first official working day of the Agreement period.
2. 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

City of Moscow
Office of the Mayor

Memo

To: City Council

From: Bill Lambert, Mayor

Date: December 11, 2019

Re: Commission Appointments and Reappointments

The following are appointments and reappointments I intend to propose at the December 16, 2019 City Council meeting. If you have any questions or concerns, please contact me to discuss them. If I haven't heard from you, I will anticipate that the appointments and reappointments will be approved.

Appointments

Arthur Garro	Fair and Affordable Housing Commission	Term Expiration 12/31/2021
Ellis Eifert	Tree Commission	Term Expiration 12/31/2021
Stuart Scott	Farmers Market Commission	Term Expiration 12/31/2022 *Crafts Vendor*

Re-Appointments

Mark Monson	Board of Adjustment	Term Expiration 12/31/2024
Marshall Comstock	Board of Adjustment	Term Expiration 12/31/2024
Joe Bazzoli	Board of Adjustment	Term Expiration 12/31/2024
Bruce Pitman	Fair & Affordable Housing Commission	Term Expiration 12/31/2022

Renee Love	Farmers Market Commission	Term Expiration 12/31/2022 *Specialty Food Vendor*
Nels Reese	Historic Preservation Commission	Term Expiration 12/31/2022
Jana Argersinger	Human Rights Commission	Term Expiration 12/31/2022
Steven Simmons	Human Rights Commission	Term Expiration 12/31/2022
Defne Yuksel	Human Rights Commission	Term Expiration 12/31/2022 *High School Non-Voting Seat*
Katherine Clancy	Moscow Arts Commission	Term Expiration 12/31/2023
Diane Walker	Moscow Arts Commission	Term Expiration 12/31/2023
Margaret Dibble	Moscow Pathways Commission	Term Expiration 12/31/2022
Becky Chastain	Moscow Pathways Commission	Term Expiration 12/31/2022
Steve Drown	Moscow Urban Renewal Agency	Term Expiration 12/31/2024 *Member at Large*
Nancy Tribble	Parks & Recreation Commission	Term Expiration 12/31/2022
Mark Heinlein	Parks & Recreation Commission	Term Expiration 12/31/2022
Susan Petersen	Parks & Recreation Commission	Term Expiration 12/31/2022
Tina Hilding	Sustainable Environment Commission	Term Expiration 12/31/2022
Fred Pollard	Sustainable Environment Commission	Term Expiration 12/31/2022
Steve McGeehan	Sustainable Environment Commission	Term Expiration 12/31/2022
Michael Kyte	Transportation Commission	Term Expiration 12/31/2024
Mike McGahan	Transportation Commission	Term Expiration 12/31/2024
Mary Jo Hamilton	Tree Commission	Term Expiration 12/31/2022

CITY COUNCIL STAFF REPORT

DATE: Monday, December 16, 2019

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Government Finance Officers Association (GFOA) Award Presentation (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

The City submitted the FY2018 Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association (GFOA) for consideration for the Certificate of Achievement for Excellence in Financial Reporting Award. The GFOA reviewed the FY2018 CAFR and determined that it met the rigorous standards for the award and subsequently issued its certificate. This is the 16th consecutive year the City has received the GFOA Award for Excellence in Financial Reporting.

STAFF RECOMMENDATION

Receive the Excellence in Financial Reporting Award from the Government Finance Officers Association for the City's FY2018 Comprehensive Annual Financial Report.

PROPOSED ACTIONS

ACTION: Receive the Excellence in Financial Reporting Award from the Government Finance Officers Association for the City's FY2018 Comprehensive Annual Financial Report.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. CAFR Award FY2018 Audit

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

November 6, 2019

Sarah L. Banks
Assistant Finance Director
City of Moscow
206 East Third Street
Moscow, ID 83843

Dear Ms. Banks:

We are pleased to notify you that your 2018 fiscal year end comprehensive annual financial report (CAFR) qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. Congratulations for having satisfied the high standards of the program. We hope that your example will encourage others in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements are enclosed. We want to strongly encourage the recommended improvements be made in the next report, and that the report be submitted to the program within six months of your next fiscal year end. Certificate of Achievement Program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. The written responses should provide details about how each item is addressed within this report. These responses will be provided to those Special Review Committee members participating in the review. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

When a Certificate of Achievement for Excellence in Financial Reporting is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA is enclosed for the preparer as designated on the application.

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive a plaque in about 10 weeks. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a Certificate of Achievement may include a reproduction of the Certificate in its immediately subsequent CAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year.

Over the course of the year, we are anticipating some changes to our application process. We will still be asking governments for the same documents we asked for in the past, but we are encouraging electronic submissions to cafrprogram@gfoa.org and expect to be making other changes going forward. We will keep members informed of any changes via email, and application instructions will be updated on our website.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

Michele Mark Levine

Michele Mark Levine
Director, Technical Services Center

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department

City of Moscow, Idaho

The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date November 6, 2019

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Moscow

Idaho

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2018

Christopher P. Morrill

Executive Director/CEO

CITY COUNCIL STAFF REPORT

DATE: Monday, December 16, 2019

RESPONSIBLE STAFF	REVIEWED BY
Bill Belknap, Community Development Director	This was reviewed by the Public Works / Finance Committee December 9, 2019 and recommended for Council Regular Agenda.
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) - Bill Belknap

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.

This was reviewed by the Public Works / Finance Committee December 9, 2019.

STAFF RECOMMENDATION

Approve the Professional Services Agreement with Precision Engineering, LLC.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Professional Service Agreement with Precision Engineering, or take such other such action deemed appropriate.

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

PRECISION ENGINEERING

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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.

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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)

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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.

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

PRECISION ENGINEERING

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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** Incl. 1 TCS and 2 Certified Flaggers	16.00	Hour	$110.00	$1,760.00
5	**Traffic Control Crew - OT**** Incl. 1 TCS and 2 Certified Flaggers	0.00	Hour	$145.00	$0.00
	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

CITY COUNCIL STAFF REPORT

DATE: Monday, December 16, 2019

RESPONSIBLE STAFF	REVIEWED BY
Megan Cherry, Arts Program Manager	This item was reviewed by the Administrative Committee on November 25, 2019.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Consideration of MAC Recommendation for Public Art Project at C & Main Streets (ACTION ITEM) - Megan Cherry

DESCRIPTION

The couplet at C & Main was identified as a priority public art location in the 2015 Public Art Master Plan (PAMP). The PAMP was developed over the course of several years with input from the Moscow Arts Commission, Arts staff, and members of the Moscow community. Funding for public art projects such as the one at C & Main comes from the 1% for Arts fund, established by the June 21, 2004 City Ordinance 2004-30. The project at C & Main has been in active development by Arts staff and MAC members with consultation from ITD and City of Moscow Facilities staff since January 2019, and has a projected installation date of May 2020. Following a rigorous selection panel and community input process, including presentation of the three finalists to the Administrative Committee on November 25, 2019, the Moscow Arts Commission is recommending for Council approval the installation of the artwork entitled The Homecoming by Jennifer Corio and Dave Frei in the couplet at C & Main Streets.

STAFF RECOMMENDATION

Approve Moscow Arts Commission's recommendation of the artwork entitled The Homecoming by Jennifer Corio and Dave Frei in the couplet at C & Main Streets.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Moscow Arts Commission's recommendation of the artwork entitled "The Homecoming" by Jennifer Corio and Dave Frei in the couplet at C & Main Streets, or take other such action deemed appropriate.

FISCAL IMPACT

The project is budgeted for $40,000 to be expended from Arts 1% Capital Projects, line item: 120-200-30-770-35.

PERSONNEL IMPACT

ATTACHMENTS

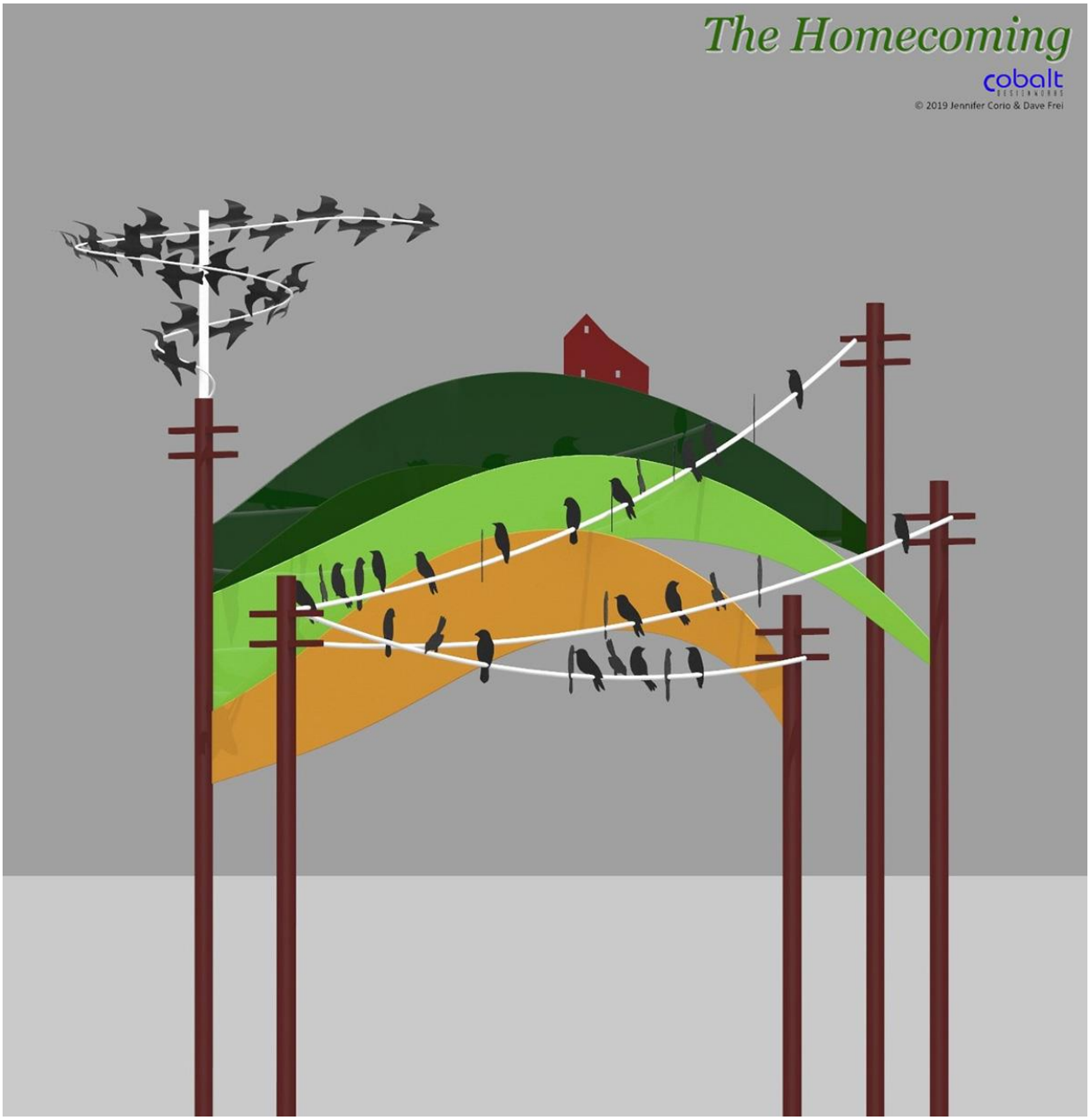
1. 20191216_C & Main_Timeline
2. 20191216_Corio, Jennifer and Dave Frei_TheHomecoming_References & Supporting Materials

MOSCOW ARTS DEPARTMENT

Public Art in the C & Main Couplet ▪ Internal Timeline (subject to change)

January 2019	Tree removal from site, photos taken for RFQ
Dec 2018-Mar 2019	Project Development by MAC PAC Sub-committee MAC Project Leader: Donna Woolston
Jan 2019-Mar 2019	RFQ text developed by Arts Department staff with recommendations from MAC PAC Subcommittee
Mar 14 - Apr 3, 2019	RFQ Draft review/input by ITD and City Staff: Parks & Rec, Legal, Administration
Apr 9, 2019	Final RFQ and Budget Recommendation goes to MAC for review
Apr 22, 2019	RFQ and Budget Increase goes to PW/Finance Committee
Apr 23, 2019	MAC PAC Meeting
Apr 29, 2019	Community information session for members of the public and businesses in the area surrounding C & Main
May 10, 2019	RFQ posted online
June 21, 2019	Project information posted at City Hall during Artwalk
June 25, 2019	City Staff and MAC PAC to develop important points for RFP
July 2019	Recommendations for selection panel members to Mayor
July 31, 2019	RFQ submissions due
August 21, 2019	City Staff provides orientation for Selection Panel
August 2019	RFP document review/input by ITD and City Staff: Parks & Rec, Legal, Administration
August 2019	City Staff to work with Legal Dept. on 3 finalist contracts
	Selection Round One:
September 20, 2019	Selection Panel views submission and chooses 3 Finalists
Sept 23-Oct 28, 2019	Finalists prepare project-specific proposals
October 28, 2019	Finalists present designs to Selection Panel in person
Oct – Nov, 2019	Arts/Admin/Legal Dept to work on selected artist contract
November 4-7, 2019	**Selection Round Two:** 11/7 Event with info about project & public art process 11/4 - 11/7 Public Comment Opportunity: City Hall/Website
November 18 2019	**Selection Round Three:** Selection Panel to choose one design to recommend to MAC
November 19, 2019	Send design to Jared Hopkins at ITD for initial review
November 25, 2019	3 Finalist Designs presented to Administrative Committee
December 10, 2019	Selection Panel Recommendation to MAC
December 16, 2019	MAC Recommendation to City Council
January 2020	Artist Contract Signed/First Payment to Artist
January 2020	ITD Right of Way Encroachment Permit
January 2020	City of Moscow ROW Permit
May 2020	Artwork Installation
June 19, 2020	Ribbon Cutting during Artwalk

DRAFT


The Homecoming
cobalt
© 2019 Jennifer Corio & Dave Frei

Jennifer Corio & Dave Frei

jennifer@CobaltDesignworks.com
www.CobaltDesignworks.com
1930 D Street; Vancouver, WA 98663
360 281-5619

Public Art

Shaw Road Elementary School – 2020
Commissioned via Washington State Art in Public Places program in Puyallup, WA

Giant Umbrellas – 2019
Commissioned by Gunderson Healthcare in La Crosse, WI

Blossoming Joy – 2019
Sculpture for traffic roundabout commissioned by STCU Credit Union in Kennewick, WA

Wind & Wave – 2019
Private trust donation to Port of Vancouver's future Terminal 1 waterfront art collection

Bubbles – 2018
Commissioned by Cascadia Development Partners for The Uptown Apartments in Vancouver, WA

Fire – 2016
Commissioned by City of Washougal, WA as part of their 'Four Elements' series

Heart & Stone – 2015
Winner of public art commission for Founding Mother's project in Vancouver, WA

Tulip Dance – 2015
Commissioned by private patron and gifted to the City of Mount Vernon, WA

Umbrellas Gracilis – 2013
Winner of commission for roundabout in Coeur d'Alene, ID as part of their percent-for-art program

Cascade Rain – 2013
Commissioned by Sequoia Investments, private developer; Vancouver, WA

Flying Umbrellas – 2012
Commissioned by Vancouver's Downtown Association; Vancouver, WA

Rise – 2012
Awarded People's Choice to become part of City of Puyallup, WA's public art collection

Sprouted Bumbershoot – 2012
Commissioned by private patron and gifted to the City of Burlington, WA

Despite the Rain – 2010
Commissioned by Bremerton Arts Commission; Bremerton, WA

Wendy Rose – 2006
Commissioned by the City of Vancouver, WA
Collaborative commission for Women Who Weld; Corio was co-artist & project manager.

Pillars of Fulfillment – 2003
Commissioned by Washington State University; Vancouver, WA
Collaborative commission for Women Who Weld; Corio was lead artist & project manager.

Juried Public Art Rosters

Washington State Arts Commission Roster (2018-2021)
Oregon Art in Public Places Roster (2018-2019)

Juried Outdoor Sculpture Exhibitions

El Paseo Sculpture Invitational; Palm Desert, CA (2010 & 2018)
Big Art Outdoor Sculpture Exhibition; Hood River, OR (2014)
Art of The Allison Inn & Spa; Newberg, OR (2013)
CityArt Walking Sculpture Tour; Mankato, MN (2012)
Longview Outdoor Gallery; Longview, WA (2011)
Lake Oswego Gallery Without Walls; Lake Oswego, OR (2011)
Castlegar Sculpturewalk, Castlegar; British Columbia (2011)
Arts Downtown Outdoor Gallery; Puyallup, WA (2011)
Port of San Diego Urban Trees 7 Exhibition; San Diego, CA (2010)

Jennifer Corio & Dave Frei

Selected Gallery Exhibitions

Clark County Open Studios – Juried studio tour (2015 & 2017); Vancouver, WA
Newport Visual Arts Center – Variety of Visions Sculpture Show (2017); Newport, OR
Angst Gallery – Solo show (2013); Vancouver, WA
Salem Art Museum – Juried work of Pacific Northwest Sculptors (2012); Salem, OR
Washington State University – Solo show *The Making of Monumental Art* (2012); Vancouver, WA
Made for Interiors – Juried art/furniture show at Maude Kerns Art Center (2011); Eugene, OR
Windows into Art – Contemporary art installation in vacant storefronts (2010); Vancouver, WA
Art in the Pearl – featuring Pacific Northwest Sculptors (2010); Portland, OR
artOBJECTS – Juried sculpture exhibit at Portland International Airport (2009); Portland, OR
Coos Art Museum – Pacific Northwest Sculptors Exhibit (2009); Coos Bay, OR
City Hall: Carving Out Portland – All Sculpture Show (2008); Portland, OR
Sixth Street Gallery – Annual Women's Showcase (2004); Vancouver, WA
Portland Center for the Performing Arts (2003); Portland, OR

Speaking, Panels & Juries

Public Art Coalition: mentoring HS students to design/create/manage/public art projects (2018-19)
Emcee for International Sculpture Day PDX event; Portland, OR (2016-2018)
Featured artists on Real Vancouver video series by City of Vancouver (2017)
Speaker at International Sculpture Day PDX Artist Talks; Portland, OR (2016)
Guest speaker for *Metal Art & Technology;* Washington State University-Vanc (2010-11)
Panelist for *The Business of Art;* Evergreen School District Vancouver, WA (2011)
Juror for SW Washington 2010 Regional High School Art Show (students competing for State)
Panelist for *Word/Image: Visual Artists as Storytellers* Vancouver, WA (2010)
Speakers *for Art Conversations* – a monthly salon; Vancouver, WA (2009)

Bibliography

Vancouver Business Journal (2013) – *Cobalt Designworks: Sculpting a Profit*
Best of America Sculpture Artists (2011) – Volume II; Kennedy Publishing
North Bank Magazine (2010) – *Atomic Energy: Vancouver Metal Art Company Explodes*
The Columbian (2009) – *Life After Hewlett-Packard* (changing career path from hi-tech to art)
Society of Women Engineers Magazine (2004) – *Beyond Engineering: Career Versatility*
The Oregonian (2003) – *Women Who Weld, Sharing the Power of Sculpture*

Affiliations

International Sculpture Day PDX Co-Chair (Corio) (2016-2018)
Pacific Northwest Sculptors (2001-present)
Board Secretary (Frei) (2019-present)
Public Relations Chair (Corio) (2007-09)
Clark County Arts Commissioner (Frei) (2012-2014)
Women Who Weld (Corio), *President/Project Manager*; 6-women art org (2001-present)

Related Experience

Cobalt Designworks, LLC, *Owners*; Vancouver, WA
Architectural and Sculptural Metalwork (2008 – present)

Education

(Corio)
Clark College Welded Sculpture Program; Vancouver, WA (2002)
Master of Business from University of Washington; Seattle, WA (1996)
BS Industrial Engineering from Georgia Institute of Technology; Atlanta, GA (1989)
(Frei)
BS Mechanical Engineering from University of Idaho; Moscow, ID (1985)
AA Automotive Technology, Chaffey Community College, Cucamonga, CA (1978)

References

Lynn Valenter, Vice Chancellor; Washington State University – Vancouver, WA
(360) 546-9590; lvalenter@wsu.edu

Ralph Willson, Principal, LSW Architects – Vancouver, WA
(360) 694-8571; ralph@lsw-architects.com

David Copenhaver, President/Partner, Cascadia Development Partners – Vancouver, WA
(360) 907-0062; david@cascadiadevelopmentpartners.com

Elizabeth Burtner, Community Relations Manager; STCU Credit Union – Kennewick, WA
(509) 628-1357; elizabethb@stcu.org

Moscow C & Main Couplet

Artwork Budget

Cobalt Designworks
Metal Art by Corio & Frei
jennifer@cobaltdesignwork.com
360 281-5619

Budget

Description	Amount
Artist Fee / Design Fee	$ 4,000
Stamped Engineering	$ 2,500
Insurance	$ 500
Material/Fabrication/Finish • Material - $5,000 • Fabrication - $10,000 • Finish - $5,000	$20,000
Site Prep	$ 5,000
Packing and Delivery	$ 2,000
Installation including: • Crane • Labor • Traffic Control • Permits	$ 3,000
Visits & Community Engagement	$1,000
5% Contingency	$2,000
Total:	$40,000

Moscow C & Main Couplet

Production Schedule

Cobalt Designworks
Metal Art by Corio & Frei
jennifer@cobaltdesignworks.com
360 281-5619

Artwork Production Schedule

Activity	Nov 2019				Dec 2019				Jan 2020				Feb 2020				Mar 2020				Apr 2020				May 2020			
Detail Design	■	■	■	■																								
Engineering				■	■	■																						
Material Procurement							■	■																				
Fabrication									■	■	■	■	■	■	■	■	■	■	■	■	■	■	■					
Finishing																								■	■	■	■	
Site Prep																					■	■	■	■				
Delivery																											■	
Installation																												■
Community Engagement																												■

Moscow C & Main Couplet

Community Engagement Proposal

Cobalt Designworks
Metal Art by Corio & Frei
jennifer@cobaltdesignworks.com
360 281-5619

Proposal for Artist Talk

We would like to host and Artist Talk for the community. We find that people of all ages, backgrounds and interests are very intrigued by the process of creating large sculptures. In this presentation we would speak about the following:

- **The story behind the new artwork *Homecoming***
- **Why public art is important for communities**
- **How we came to the art-making process**
- **The process behind creating large outdoor metal sculptures**
- **Q & A**

Audience: Anyone who is interested!

- **Art lovers and art supporters**
- **Artists and wannabe artists**
- **Emerging public artists**
- **Students**
- **Children & Adults alike**

Possible Timing

Ideally it would be most convenient for us to do this talk while we are in Moscow for installation. It would be great to install on a Friday and do the talk the following Saturday. Weather permitting, we could do it at the sculpture location, as a way to celebrate Moscow's newest work of public art. If this is not possible, we can work together to find a date that works well for all involved.

Moscow C & Main Couplet

Artwork Care and Maintenance

Cobalt Designworks
Metal Art by Corio & Frei
jennifer@cobaltdesignworks.com
360 281-5619

Post-Installation Hardware Re-torque:

- After 1-3 months it is important to re-tighten all hardware to the following torques:
  - - to be determined -

Caring for the powder coated surfaces:

- Clean the entire sculpture semi-annually with warm water and a mild detergent free of solvents.
- Rinse completely.
- Dry with a soft cotton cloth or chamois to eliminate water spots.
- Waxing the colored surfaces annually with a high-quality automotive wax is optional but will extend the life of the color.

Weathering steel

- Control drainage to divert runoff away from the artwork.
- Regularly remove all dirt, debris and other deposits from the artwork that could trap moisture against the surface.
- Regularly remove all vegetation that can prevent the natural drying of the steel surfaces after they become wet.

Unfinished Stainless Steel

- Wash every 6-months with mild detergent and water.

Tagging:

In the unforeseen event that the powder coated surfaces were to get 'tagged' with paint, it has a clear coat that should allow the graffiti to be removed if it is addressed within a few days (the sooner the better). To remove the tagging perform the following steps:

First attempt

If you get to the damage within a day or two hopefully it can be removed with lacquer thinner. Powder coating is generally resistant to organic solvents so you can use the lacquer thinner rather liberally on a soft cloth without damaging the finish. Once the tagging has been removed it would be good to buff the surface with a soft cotton cloth and apply a high quality automotive wax.

Second Attempt

If the tagging is more stubborn you will need to use MEK (methyl ethyl keytone) which is a more aggressive solvent and available in most hardware stores. Use MEK with care as will soften and can remove the powder coating finish so perform the following steps carefully.

- Slightly dampen a cotton cloth with MEK.

Cobalt Designworks
Metal Art by Corio & Frei
jennifer@cobaltdesignworks.com
360 281-5619

- Lightly wipe/dab the unwanted paint with the cloth. Do not over saturate the cloth or the sculpture. This will soften both the paint to be removed and the clear coat. The paint will soak up into the cloth. As the MEK evaporates off the clear coat will harden.
- Repeat step 2 with a clean section of the cloth working around different areas of the unwanted paint so that you don't end up putting too much MEK on a single area and removing the clear coat. It sounds tedious but is quite quick and easy especially if you get to it as soon as possible after the tagging. Just do NOT apply too much MEK.
- Once the paint is removed and the Clear coat dried, buff with a clean dry cloth and then apply a high-quality automotive wax.

CITY COUNCIL STAFF REPORT

DATE: Monday, December 16, 2019

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
	$87,500 from Line Item 350-165-30-770-71

AGENDA ITEM TITLE

Heron's Hideout Property Purchase Agreement - Gary J. Riedner

DESCRIPTION

The City was recently approached by a representative of the owner of the property located adjacent to the City's Heron's Hideout Park to inquire about the City's potential interest in acquiring their 1.9 Acre property that includes a small single-family home and which is currently listed for sale for $300,000. After consultation with the Parks and Recreation Director, it was determined that the City did not have an interest in the purchase of the home, but would have an interest in the purchase of a large portion of the undeveloped part of the property that is directly adjacent to the Park and the existing public pathway. The City's interest in this land is for the preservation of open space area, separation of the pathway from potential property development, as well potential future flood mitigation water storage. Staff has negotiated the purchase of 1.26 acres of the 1.9 acre parcel for the amount of $87,500 as shown on Exhibit A. The City would also fund a property survey to develop the legal descriptions and set property boundary monuments and the lot line adjustment application. Under the purchase agreement, the City would fund an initial deposit of $5,000 and would have 90 days to perform a due diligence review the property title and condition. If the City were to choose not to proceed with the purchase within the 90-day due diligence, period the $5,000 deposit would be refunded and the City would have no further obligations. The purchase is proposed to be funded from the Land and Park Development line item 350-165-30-770-71 which has a current balance of $133,600.

STAFF RECOMMENDATION

Approve the proposed Property Purchase Agreement.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the proposed Property Purchase Agreement;or take other such action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Jabbour;PropertyPurchase(2019)mb(final)

AGREEMENT TO PURCHASE REAL PROPERTY
BETWEEN JABBOUR 1122 SOUTH MOUNTAIN VIEW ROAD, LLC
AND CITY OF MOSCOW, IDAHO

THIS AGREEMENT TO PURCHASE REAL PROPERTY BETWEEN JABBOUR 1122 SOUTH MOUNTAIN VIEW ROAD, LLC, AND CITY OF MOSCOW, IDAHO (hereinafter "Agreement"), is entered into this _____ day of December 2019 ("Execution Date"), between Jabbour 1122 South Mountain View Road, LLC, 315 S. Almon Street, Moscow, Idaho, 83843 (hereinafter "Seller"), and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "Buyer").

W I T N E S S E T H :

IT IS AGREED by and between the Parties as follows:

1. CONSIDERATION AND PROPERTY

In consideration of the sum of Eighty Seven Thousand Five Hundred Dollars ($87,500) to be paid by Buyer to Seller in accordance with this Agreement, Seller hereby grants unto Buyer the right to purchase real property situated in the County of Latah, State of Idaho, more particularly described as follows:

> An approximately 1.26 acre (54,896 square feet) portion (as shown upon the attached Exhibit A) of the 1.90 Acre parcel identified as Tax#1483 of Lot 25, currently identified as Latah County Tax Parcel RPM00000163900 and currently addressed as 1122 South Mountain View Road (hereinafter "Subject Property"), comprising of vacant land. The Subject Property shall be surveyed and an exact legal description prepared prior to property closing.

2. DEPOSIT

Upon the execution of the Purchase Agreement, Buyer shall deposit, into Escrow: cash, a certificate of deposit issued by a Federal or State Bank, or other security instrument acceptable to Seller (hereinafter "the Deposit") in the amount of Five Thousand Dollars ($5,000).

3. TERMS AND CONDITIONS

a. Buyer shall have Ninety (90) days after the execution of the Purchase Agreement (Execution Date) (hereinafter the "Due Diligence Period") to complete all review and inspections, to satisfy itself as to the matters relating to such reviews and inspections. Seller will provide to Buyer, within five (5) days of execution of the Purchase Agreement, all material documentation in its possession or control including, but not limited to, environmental studies, soil studies, title reports, surveys, improvement plans and specifications currently in its possession relating to the Property. Upon

providing reasonable proof of insurance, Buyer, and Buyer's agents and consultants, shall be permitted to enter the Property, with reasonable notice to Seller, to inspect the Property. Buyer shall be responsible for any damage or necessary restoration as a result of any subsurface explorations to restore the Property to its condition preceding any such exploration.

b. In the event that Buyer is not satisfied with its review, Buyer will notify Seller in writing of its election not to proceed with the property purchase. If such notice not to proceed is delivered within the Due Diligence Period, the Purchase Agreement will terminate immediately, and the Deposit shall be returned to Buyer immediately. Buyer shall notify Seller, in writing, of Buyer's intent to close upon the Subject Property prior to the expiration of the Due Diligence Period. Upon receipt of the Notice of Intent to close, or the expiration of the Due Diligence Period without notice from the Buyer, the Deposit shall be non-refundable and shall be applied toward the purchase price.

c. The Due Diligence Period may be extended by mutual agreement of both Buyer and Seller to accommodate actions necessary to facilitate the property purchase such as the completion of property survey or receipt of governmental approvals necessary for the sale of the property.

4. CONDITION OF SUBJECT PROPERTY. Buyer acknowledges and agrees that Buyer has had adequate opportunity to and has inspected the Subject Property, and Buyer accepts the Subject Property in its present physical condition, and accepts the same as is, in reliance upon Buyer's own examination of the Subject Property and not in reliance upon any statement or representation of Seller or Seller's agents.

5. CLOSING. It is hereby agreed that the "closing agent" for the purchase of the Property shall be Latah Title Company. Upon receipt of the notice of intent to close from Buyer, Buyer and Seller shall proceed to closing within thirty (30) days, or the Purchase Agreement will terminate at the expiration of such thirty (30) day period.

6. BUYER'S AND SELLER'S DUE DILIGENCE REVIEW OF AND ACCEPTANCE OF THE AGREEMENT AND RELATED DOCUMENTS, AND OF THE SUBJECT PROPERTY. Buyer and Seller have exercised due diligence in their review of the Subject Property and the contract documents, and accepts the same in reliance upon their own review. Buyer and Seller have reviewed all documents related to this transaction, and have had the opportunity to consult with their own attorneys. Buyer has had reasonable access to the Subject Property. Buyer acknowledges receipt of the "Advice of Rights" form attached as Exhibit B.

7. TAXES, ASSESSMENTS AND COSTS.

Seller shall be responsible for the following expenses:

a. Costs necessary to place the title to the Subject Property in the condition for conveyance;

b. One half (1/2) of any notary fees, the escrow fee, and recording fees;

c. The premium for a standard title insurance policy;

d. Ad valorem taxes, if any, upon the Subject Property for any time prior to the closing date;

e. Any real estate commissions and fees; and

f. Any State, County, or City documentary transfer tax.

8. TITLE. Seller shall furnish title to the Subject Property with a warranty deed guaranteeing clear title free and clear of all liens, defects, and encumbrances.

9. CONDITION OF TITLE TO SUBJECT PROPERTY. Seller warrants that as of the closing date, Seller is vested with a merchantable, unencumbered, insurable, fee simple title to the Subject Property, free and clear of all liens and encumbrances, except for taxes and assessments subsequent to date of conveyance, and subject to such rights, easements, covenants, restrictions, assessments, protective covenants, agreements and zoning regulations as appear of record, and/or in the Preliminary Commitment for Title Insurance.

10. WAIVER. A waiver by one Party of one or several defaults in performance of any provisions of this Agreement to be performed by the other Party, shall not be construed as being a waiver of such provision itself, or any subsequent default in performance thereof, or the provisions of this paragraph.

11. LEGAL ACTION. In the event action is instituted by any Parties hereto to enforce this Agreement, or any part thereof, or to recover damages for any breach thereof, the prevailing Party or Parties in such action shall be entitled to recover their reasonable attorney's fees to be fixed by the Court, in addition to their costs and disbursements in such action.

12. HEIRS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators and assigns of the Parties hereto.

13. DELIVERY OF PAPERS. Time and prompt performance of each provision of this Agreement is of the essence. Upon the faithful performance of all of the terms of this Agreement by the Buyer, and upon payment by Buyer of all sums due hereunder, Seller will cause the title to the Property to be delivered to Buyer.

14. DEFAULT. Any breach by either Party of that Party's obligations hereunder shall entitle the other Party to pursue any and all remedies provided by law for such breach. In the event of a breach of this Agreement by Buyer, Seller may seek any remedy available to Seller at law or in equity, including specific performance of this Agreement. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

15. SERVICE OF NOTICES. All notices required or permitted hereunder shall be in writing. All such notices, and other items herein required to be served, shall be served by mailing the same, postage prepaid, by U.S. certified mail, return receipt requested, or by personal service.

A notice or any other item herein required to be served which is mailed and addressed to the address set forth under the signature hereto of the Party for whom it is intended, shall be deemed served and conclusively received five (5) days after it is mailed. A Party may, by notice given as herein provided, change the address for notices to be sent to such Party.

16. FINAL AGREEMENT. All contracts and agreements heretofore made by the Parties hereto or their agents pertaining to the sale and purchase of the Subject Property are merged into and superseded by this Agreement which constitutes the sole and entire Agreement thereon between the Parties hereto.

17. EXECUTION OF INSTRUMENTS. The Parties hereto agree to execute, acknowledge and deliver such instruments as shall be proper and necessary to carry out and effectuate the undertakings of the Parties as expressed in this Agreement.

18. TITLE INSURANCE – COMMITMENT. Within thirty (30) days of the Execution Date, Seller shall immediately, at Seller's expense, provide a preliminary commitment for a standard form policy of title insurance to be issued through Latah County Title Company to Buyer. Said preliminary commitment and the title policy to be issued shall contain no exceptions other than those provided in said standard form and those noted herein. Within ten (10) days of receiving a title commitment, Buyer shall notify Seller of any title exceptions it wishes to have removed. Seller shall notify Buyer if unacceptable title exceptions cannot be removed before the end of the Due Diligence Period. If title cannot be made so insurable prior to the closing date, this Agreement is voidable at the option of Buyer.

a. Unapproved Exceptions. If any exceptions (other than those specified herein) shown on the Commitment are objected to in writing by the Buyer at least twenty (20) days prior to Closing, they shall be removed by Seller by Closing.

b. Policy. At Closing, Seller shall purchase and deliver to Buyer a standard form Purchaser's policy ("Policy") satisfying the following specifications: (i) the Policy shall name Buyer as the insured in the amount of Eighty Seven Thousand Five Hundred Dollars ($87,500); and (ii) the Policy shall insure Buyer as the owner of the Real Property, subject only to the following special exceptions: (i) real property taxes subsequent to the date of Closing; (ii) liens, encumbrances, and conditions accepted in writing by the Buyer on or before Closing; and (iii) any exceptions noted herein.

19. AGREEMENT LANGUAGE. The Parties agree that the language, terms, covenants, conditions and agreements contained in this Agreement all are the product of the negotiations of the Parties. No provision of this Agreement is to be interpreted for or against any Party because that Party or its attorney drafted the provision. The headings in this Agreement are for reference only, and shall not in any way control the meaning or interpretation of this Agreement.

20. MISCELLANEOUS. This Agreement is subject to the following terms and conditions.

a. That the Moscow City Council formally accept and approve, in a public meeting, this Agreement to Purchase Real Property.

b. There are no liens, encumbrances or defects upon the title to the Subject Property, which are to be discharged or assumed by Buyer, and title to Subject Property shall not be subject to any such liens, encumbrances or defects.

c. On or before the closing date, Seller and Buyer shall deposit with the closing agent all funds and instruments necessary to complete the sale.

d. Seller shall deliver possession to Buyer at time of closing without restrictions, covenants, or other encumbrances. Closing means the date on which all documents are recorded and the sale proceeds are available to Seller.

e. Prior to closing, Buyer shall have the right to enter the Subject Property for inspections, investigations, surveying, geotechnical work, and other testing of the Subject Property at reasonable times during the life of this Agreement.

f. Should the Subject Property or any improvements thereon be materially damaged by Seller prior to closing this sale, this Agreement is voidable at the option of Buyer.

21. JURISDICTION AND VENUE. 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.

22. EFFECTIVE DATE. Effective date hereof means the date that this Agreement is dated immediately below and is the date on which it will take effect regardless of whether one or more of the Parties hereto signed it before or after that date.

DATED this _____ day of _____, 2019.

SELLER

Jabbour 1122 South Mountain View Road, LLC
315 S. Almon Street
Moscow, ID 83843
ATTN: Cade Konen, Registered Agent
By:

_____

BUYER

City of Moscow, Idaho
206 East Third St.
Moscow, ID 83843
ATTN: Laurie Hopkins, City Clerk
By:

_____
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 _____, 2018, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Jabbour 1122 South Mountain View Road, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

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

Exhibit A

54,896 SF +/-
28,000 +/-
250'
112'
Subject Property
LEMHI DRIVE
LEMHI DR
HARDING ST
MOUNTAIN VIEW RD
HAROLD ST
PATHWAY
M0780
N
0 25 50 100 Feet
1 inch = 100 feet

Exhibit B

SUMMARY OF PROPERTY OWNER'S RIGHTS WHEN CITY SEEKS TO ACQUIRE PROPERTY

The City of Moscow, a municipal corporation of the State of Idaho (hereinafter "CITY"), has been granted the power under the Idaho Constitution and the laws of the State of Idaho and the United States to acquire private property for public use; often referred to as "eminent domain" or "condemnation." The power may only be exercised when three (3) conditions are satisfied: (i) the property is needed for a public use; (ii) the acquisition of the property is necessary to such public use; and (iii) the acquisition and use must be in the manner which will be most compatible with the greatest public good and the least private injury.

If CITY desires to exercise its power of eminent domain, it must negotiate with the property owner in good faith to purchase the property sought and/or to settle with the owner for any other damages which might result to the remainder of the owner's property. The property owner is entitled to be paid for any reduction in the value of the owner's remaining property. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code. The value of the property to be acquired is to be determined based upon the highest and best use of the property. If negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to an assessment of damages from a court, jury, or referee as provided by Idaho law.

The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process, at the owner's cost and expense. Upon request, CITY shall deliver to the owner a copy of all appraisal reports concerning the owner's property, prepared by CITY. Once a complaint for condemnation is filed, the Idaho Rules of Civil Procedure control the disclosure of appraisals.

The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which CITY condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by CITY by ten percent (10%) or more, CITY may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

This summary of rights is deemed delivered when sent by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the County Assessor as the owner of the property to be acquired, or, if hand delivered, to such person who acknowledges receipt of the form in writing on the form. A second copy will be attached to the appraisal at the time it is delivered to the owner.

If CITY desires to acquire property, pursuant to Idaho Code Title 7, Chapter 7, Eminent Domain, CITY or any of its agents or employees shall not give the owner any deadlines, less than thirty (30) days, as to when the owner must respond to the initial offer. A violation of this provision shall render null and void any action pursuant to I.C. Title 7, Chapter 7, Eminent Domain.

Nothing in this summary of rights alters the assessment of damages set forth in I.C. Section 7-711.

Any questions concerning this summary of rights form should be directed to Mia Bautista, City Attorney at (208) 883-7026 or at mbautista@ci.moscow.id.us.