

Public Works / Finance Committee



Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, September 28,
2020

3:00 PM

Council Chambers
206 E. Third St.

REGULAR AGENDA

1. Approval of September 14, 2020 Public Works / Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

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

2. Steve Vachon Troy Road Right-of-Way Dedication (ACTION ITEM) - Bob Buvel

The Idaho Transportation Department, the City of Moscow and Steve Vachon have been in negotiations to add a second eastbound lane to the Troy Road leg of the south couplet along Mr. Vachon's street frontage at 211 Troy Road (the former site of Stubb's Seed Service). Mr. Vachon has agreed to dedicate the additional right-of-way the second lane will require.

PROPOSED ACTIONS: Recommend acceptance of the right-of-way dedication, or recommend rejection of the dedication, or provide staff further direction.

3. Moscow City-Wide Sidewalk Replacement Project FY2020 Bid Results and Contract Award (ACTION ITEM) - Nate Suhr

The 2020 Moscow City-Wide Sidewalk Replacement Project will construct sidewalk and pedestrian ramp improvements in various locations with City funds and will perform additional sidewalk replacements under the Property Owner Assistance Program at the owner's expense. An electronic bid solicitation for this year's Sidewalk Program was issued to four area contractors on September 4th, 2020, giving them two weeks to respond. The project was advertised with known quantities for City funded jobs and with four homeowner jobs as additional alternatives to allow homeowners the opportunity to accept or reject offered prices.

Three responsive bids were received on September 18th, 2020. Of the responsive bids received, numbers ranged from \$58,039.80 to \$112,591.02 for the Base Bid and Additional Alternatives A-D. McCall's Classic Construction of Clarkston, Washington submitted the low bid on the project of \$58,039.80. The Engineer's Estimate for the Base Bid and Additional Alternatives A-D was \$60,530.49.

PROPOSED ACTIONS: Recommend the acceptance of the low bid including Base Bid and Additional Alternatives A and C and the rejection of Additional Alternatives B and D from McCall's Classic Construction, Inc., award the contract in the amount of \$54,709.60, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$5,470.96) or provide staff further direction.

4. Third Street LHSIP Utility Waivers (ACTION ITEM) - Nate Suhr / Alisa Anderson

The Third Street Local Highway Safety Improvement Program Grant Phase I & II projects will replace broken and non-compliant sidewalks, adjust curbs to improve drainage, and install lighting to improve the illumination at the intersections on Third Street from Jackson Street to Lieuallen Street. As part of the construction process, franchise utility companies operating within the City are required to sign waivers and/or given an opportunity to provide input on the scope of work. Recently, many of the franchise utility companies have become uncomfortable signing the waivers which has resulted in the need to conduct the public hearing. Staff is proposing to conduct the public hearing at the upcoming City of Moscow Council meeting on October 5th.

PROPOSED ACTIONS: Approve holding the utility waiver public hearing at the City Council Meeting on October 5, 2020; or provide staff further direction.

5. Authorization for Purchase of Mask Fitting Machine (ACTION ITEM) - Brian Nickerson

The Moscow Volunteer Fire Department is requesting the authorization to purchase a mask-fitting machine, the Quality Guard Mask Fit Test Machine, which allows the Department to conduct annual required certifications for the fitting of Self-Contained Breathing Apparatus (SCBA). Previous certifications have been accomplished by borrowing a testing machine from a vendor, which is dependent upon availability of the machine. The Department's response to the COVID-19 pandemic has required members of the Department to wear N95 face masks. The borrowed testing machine does not have the ability to test N95 masks, while the requested machine has that capability. In addition, the purchase of the machine will provide mask-fitting services to other City departments, as well as opportunities for other local emergency services departments. Staff has determined that as an apparatus necessary to assist in the City's COVID-19 response, it is appropriate to seek reimbursement from the City's CARES Act allocation.

PROPOSED ACTIONS: Recommend approval of the purchase of the Quality Guard Mask Fit Testing Machine, and seek reimbursement through the City's CARES Act allocation, or provide staff further direction.

REPORTS

Families First Coronavirus Response Act – Jen Pfiffner

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday, September 14,
2020**

3:00 PM

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

The meeting was called to order at 3:00 p.m.

PRESENT: Sandra Kelly, Brandy Sullivan, Gina Taruscio

OTHERS: Mayor Bill Lambert, Council Member Laflin, Council Member Bettge

STAFF: Gary J. Riedner, Sarah Banks, Mia Bautista, Karen Johnston, Bill Belknap, Laurie Hopkins, Jen Pfiffner, Taylor Riedner

REGULAR AGENDA

1. Approval of August 24, 2020 Public Works / Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

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

The minutes were approved as presented.

2. Disbursement Report August 2020 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending August 2020.

ACTION: Sign the Disbursements Report for the month of August 2020.

Banks introduced the report by highlighting the major expenses for the previous month including payroll, and disbursements for Well #10 Phase 2 contractors' payment, Almon St construction payment, and a construction payment for the new police building. The Committee approved, signed the report and recommended it to be placed on the Council consent agenda.

3. Proposed Pool Employee Stipend and Lifeguard Re/Certification Reimbursement for 2020 Pool Season (ACTION ITEM) - Dwight Curtis

During the 2020 pool season, many of the employees waited patiently through a considerable portion of the summer for a possible pool opening only to find out the pool would only be partially opening due to the COVID-19 pandemic. The window for a good summer job for many had passed. Employees who were able to continue with the pool faced reduced hours limits as compared to a full pool season as well.

Staff is recommending that the City provide employees who had been hired for the 2020 pool season a small stipend as a good faith gesture to many of our community's young people who counted on employment with the City at the Hamilton-Lowe Aquatics Center (HLAC) during the 2020 pool season. These are also possible future employees for next

year and even years to come. This gesture will convey that the City, Parks and Recreation Department, and the Moscow community, cares and appreciates their efforts to prepare for the season and the financial effect of the COVID-19 pandemic.

PROPOSED ACTIONS: Authorize a \$150 stipend for each of the 69 pool employees for the 2020 pool season, as well as reimbursement for lifeguard certification at \$164.50 x 16 employees and reimbursement of certification costs at \$66 x 26 employees, or provide staff further direction.

Curtis presented the item as listed above and mentioned the stipend may help encourage employees to come back for following years. Riedner added research will be conducted to determine if such funding can come from the Cares Act. If this is unable to be funded by the Cares Act, the proceeds will come from the department's part time budget. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Proposed Fee Amendments (ACTION ITEM) - Gary J. Riedner / Laurie M. Hopkins

Following the adoption of the FY2021 Fee Resolution Staff has identified the need to amend and clarify fees related to food vendor, sidewalk café and alcohol licensing. Additionally, the Council recently provided direction to adjust the downtown parking permit fees. Staff has prepared a draft amended Fee Resolution for the Council's review and consideration.

PROPOSED ACTIONS: Review the proposed amendments and forward to the full Council for public hearing, or provide staff further direction.

Riedner presented the item discussing the proposed fee changes for downtown parking permits and general business license inspection fees. The list also includes clarification and reorganization of some fees for better understanding and more cohesiveness. Historically, if a building permit is required due to remodeling or construction, the inspection fee has been waived. This update includes that statement. The Committee forwarded the fee amendments to Council for public hearing on September 21, 2020.

ADJOURN

The meeting closed at 3:26 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, September 28, 2020



RESPONSIBLE STAFF

Bob Buvel

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Steve Vachon Troy Road Right-of-Way Dedication (ACTION ITEM) - Bob Buvel

DESCRIPTION

The Idaho Transportation Department (ITD) has plans to add a second eastbound lane to the east leg of the south couplet to allow two eastbound lanes through the intersection. As part of a development Mr. Vachon was planning at 211 Troy Road (the former site of Stubb's Seed Service), ITD, the City of Moscow and Mr. Vachon had developed an agreement to add the second eastbound lane along that highway frontage which included the dedication of the right-of-way by Mr. Vachon, construction of curbing and sidewalk by the City, and construction of the roadway by ITD. Mr. Vachon has since decided against developing the subject property and has decided to sell the property to another party. Mr. Vachon would like to complete the right-of-way dedication prior to completing the sale of the property.

STAFF RECOMMENDATION

Recommend acceptance of the right-of-way dedication.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the right-of-way dedication, or recommend rejection of the dedication, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. US-95_SH 8 - Vachon - 2020-09-22(DRAFT2)
2. VAC01-dedication-8x11 EXHIBIT
3. PROPOSED RIGHT OF WAY DEDICATION

DEED OF DEDICATION

MSV Holdings LLC., a company, 2109 Cambridge Ct, Moscow, Idaho 83843 (hereinafter "GRANTOR") for value received, do hereby convey and dedicate unto CITY OF MOSCOW, IDAHO, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "GRANTEE") for public street, public utilities, and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

A portion of Quitclaim Deed 580681, situate in the Southwest quarter of the Northwest quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, in the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the Northwest corner of said Quitclaim Deed 580681, being at the intersection of the Southeasterly State Highway Right of Way (ROW) of US 95 and the Southwesterly ROW of SH 8, thence South 59°16'48" East 12.79 feet to the Point of Beginning;

Thence along said Southwesterly ROW of SH 8 the following 5 courses:

1. South 59°16'48" East 38.33 feet
2. South 86°42'32" East 13.49 feet
3. South 42°15'54" East 135.92 feet
4. Along a curve to the left 178.06 feet with a radius of 1929.86, delta angle 5°17'12", chord bearing South 44°54'31" East and a chord length of 178.00 feet
5. South 40°12'11" East 115.14 feet

Thence departing said Southwesterly ROW of SH 8 North 49°54'54" West 62.39 feet;

Thence North 47°30'43" West 64.77 feet;

Thence North 45°07'09" West 74.31 feet;

Thence North 43°41'03" West 274.62 feet to the Point of Beginning

Containing 6,696 Sq. Ft. or 0.15 acres, more or less

IN WITNESS THEREOF, GRANTOR has hereunto set its hand and seal this

_____ day of _____, 2020.

GRANTOR:

MSV HOLDINGS LLC

By: _____
Stephen H. Vachon
Manager, MSV Holdings LLC

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss.
County of Latah)

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared Stephen H. Vachon, in his official capacity of Manager and agent for MSV Holdings LLC., known to me to be the person named above, and acknowledged to me that he executed the foregoing document.

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

GRANTEE:

CITY OF MOSCOW

ATTEST:

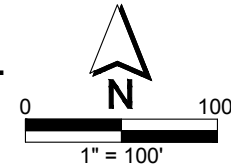
By _____
Bill Lambert, Mayor

Laurie Hopkins, City Clerk

“Exhibit A”

EXHIBIT

SECTION 17, TOWNSHIP 39 N, RANGE 05 W, B.M.
ROW DEDICATION MAP
CITY OF MOSCOW
LATAH COUNTY, IDAHO



REFERENCES

(R1) SURVEY FOR CA VENTURES,
INSTRUMENT No. 596458, 2019,
SURVEYOR: DUNN

(R2) QUITCLAIM DEED, INSTRUMENT No.
580681, 2016, MICHELE VACHON TO
MSV HOLDINGS, LLC

(R3) QUITCLAIM DEED, INSTRUMENT No.
575334, 2015, PALOUSE RIVER &
COULEE CITY RAILROAD, INC. TO MSV
HOLDINGS, LLC

+ CALCULATED
ANGLE POINT

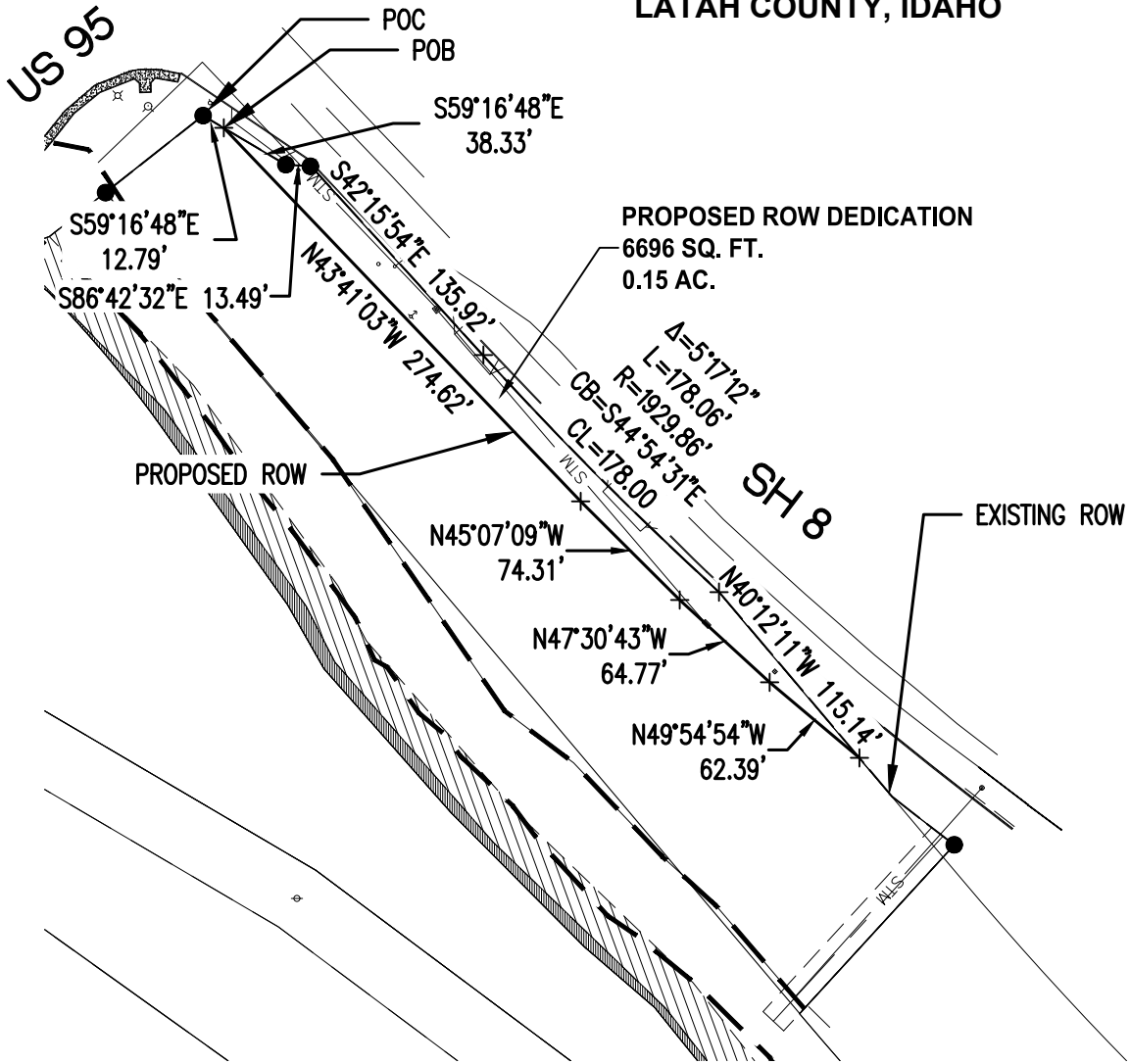
● FOUND 5/8"
REBAR WITH CAP



THIS EXHIBIT DOES NOT CONSTITUTE A
PROPERTY
BOUNDARY SURVEY

SYNTIER
Engineering, Inc.

405 SE Bishop Blvd, Suite 2
Pullman, WA 99163
www.SynTierEngr.com 509.339.6187



PROPOSED RIGHT OF WAY DEDICATION

That portion of Quitclaim Deed 580681, situate in the Southwest quarter of the Northwest quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, City of Moscow, Latah County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Quitclaim Deed 580681, being at the intersection of the Southeasterly State Highway Right of Way (ROW) of US 95 and the Southwesterly ROW of SH 8 , thence South 59°16'48" East 12.79 feet to the **POINT OF BEGINNING**;

Thence along said Southwesterly ROW of SH 8 the following 5 courses:

1. South 59°16'48" East 38.33 feet
2. South 86°42'32" East 13.49 feet
3. South 42°15'54" East 135.92 feet
4. Along a curve to the left 178.06 feet with a radius of 1929.86, delta angle 5°17'12", chord bearing South 44°54'31" East and a chord length of 178.00 feet
5. South 40°12'11" East 115.14 feet

Thence departing said Southwesterly ROW of SH 8 North 49°54'54" West 62.39 feet;

Thence North 47°30'43" West 64.77 feet;

Thence North 45°07'09" West 74.31 feet;

Thence North 43°41'03" West 274.62 feet to the **POINT OF BEGINNING**

CONTAINING 6,696 Sq. Ft. or 0.15 acres, more or less

Prepared by: SynTier Engineering, Inc.

9-21-2020



COMMITTEE STAFF REPORT

DATE: Monday, September 28, 2020



RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Moscow City-Wide Sidewalk Replacement Project FY2020 Bid Results and Contract Award (ACTION ITEM) - Nate Suhr

DESCRIPTION

The 2020 Moscow City-Wide Sidewalk Replacement Project will construct sidewalk and pedestrian ramp improvements in various locations with City funds and will perform additional sidewalk replacements under the Property Owner Assistance Program at the owner's expense. In the 2020 Sidewalk program four homeowners had expressed interest in the Property Owner Assistance Program and were included in the Bid Documents as Additional Alternatives A-D.

Three responsive bids were received on September 18th, 2020. Of the responsive bids received, numbers ranged from \$58,039.80 to \$112,591.02 for the Base Bid and Additional Alternatives. McCall's Classic Construction of Clarkston, Washington submitted the low bid on the project of \$58,039.80. The Engineer's Estimate for the project was \$60,530.49. After notifying the interested homeowners of the bid pricing two of the four interested parties (Add. Alt B & D) chose not to participate in the Property Owner Assistance Program.

STAFF RECOMMENDATION

Accept the low bid from McCall's Classic Construction including Base Bid and Additional Alternatives A and C, reject Additional Alternatives B and D, award the contract in the amount of \$54,709.60 and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$5,470.96).

PROPOSED ACTIONS

Recommend the acceptance of the low bid including Base Bid and Additional Alternatives A and C and the rejection of Additional Alternatives B and D from McCall's Classic Construction, Inc., award the contract in the amount of \$54,709.60, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$5,470.96) or provide staff further direction.

FISCAL IMPACT

Funding for the project will be expended from Capital Projects - Sidewalk Program (350.150.40.770.73)

PERSONNEL IMPACT

This project will be managed and inspected by City Engineering staff.

ATTACHMENTS

1. 2020 City of Moscow Sidewalk Program Bid Tab

2. ConstructionAgreement_CoM_McCalls_Classic_final

Moscow City-Wide Sidewalk Replacement Project - 2020
Bids Opened 9/18/2020

				Engineers Estimate		Bid From: McCall's Classic Const.		Bid From: Knox Concrete LLC		Bid From: Germer Construction	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total
1	Mobilization	1.0	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$4,800.00	\$4,800.00
2	Excavation	65.0	CY	\$45.00	\$2,925.00	\$40.00	\$2,600.00	\$60.00	\$3,900.00	\$32.00	\$2,080.00
3a	Remove and Dispose of Bituminous Surface	50.4	SY	\$24.50	\$1,234.80	\$30.00	\$1,512.00	\$20.00	\$1,008.00	\$12.00	\$604.80
3b	Remove and Dispose of Concrete Sidewalk	43.6	SY	\$45.00	\$1,962.00	\$40.00	\$1,744.00	\$35.00	\$1,526.00	\$56.70	\$2,472.12
3c	Remove and Dispose of Concrete Curb (Type A)	108.8	LF	\$30.00	\$3,264.00	\$10.00	\$1,088.00	\$15.00	\$1,632.00	\$14.00	\$1,523.20
3d	Remove and Dispose of Concrete Curb and Gutter	21.1	LF	\$35.00	\$738.50	\$12.00	\$253.20	\$25.00	\$527.50	\$18.00	\$379.80
3e	Remove and Dispose of Concrete Vehicular Approach	8.9	SY	\$35.00	\$311.50	\$45.00	\$400.50	\$50.00	\$445.00	\$86.00	\$765.40
3f	Remove and Dispose of Concrete Pedestrian Ramp	22.6	SY	\$35.00	\$791.00	\$40.00	\$904.00	\$40.00	\$904.00	\$66.50	\$1,502.90
4	Construct Standard Concrete Sidewalk	220.4	SY	\$65.00	\$14,326.00	\$54.00	\$11,901.60	\$80.00	\$17,632.00	\$167.50	\$36,917.00
5a	Construct Concrete Type A Curb	108.8	LF	\$35.00	\$3,808.00	\$20.00	\$2,176.00	\$25.00	\$2,720.00	\$58.00	\$6,310.40
5b	Construct Concrete Rolled Curb	21.1	LF	\$40.00	\$844.00	\$25.00	\$527.50	\$30.00	\$633.00	\$69.00	\$1,455.90
6	Construct Reinforced Concrete Vehicular Approach	8.9	SY	\$105.00	\$934.50	\$72.00	\$640.80	\$100.00	\$890.00	\$302.00	\$2,687.80
7	Construct Concrete Pedestrian Ramp	39.6	SY	\$90.00	\$3,564.00	\$150.00	\$5,940.00	\$100.00	\$3,960.00	\$302.00	\$11,959.20
8	Hot Mix Asphalt Patching	11.7	TON	\$300.00	\$3,510.00	\$400.00	\$4,680.00	\$450.00	\$5,265.00	\$175.00	\$2,047.50
9	Truncated Domes Cast Iron	80.0	SF	\$100.00	\$8,000.00	\$50.00	\$4,000.00	\$45.00	\$3,600.00	\$75.00	\$6,000.00
10	Inlet Protection	6.0	EA	\$250.00	\$1,500.00	\$150.00	\$900.00	\$100.00	\$600.00	\$275.00	\$1,650.00
11	Traffic Control	1.0	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$5,900.00	\$5,900.00
				TOTAL	\$55,213.30	TOTAL	\$49,267.60	TOTAL	\$52,242.50	TOTAL	\$89,056.02

Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total
SP-17 A	217 E 6th Street	1.0	LS	\$2,623.33	\$ 2,623.33	\$3,308.00	\$3,308.00	\$2,500.00	\$2,500.00	\$8,435.00	\$8,435.00
SP-17 B	2712 Granville Street	1.0	LS	\$ 500.00	\$ 500.00	\$1,340.00	\$1,340.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00
SP-17 C	917 S Adams Street	1.0	LS	\$1,165.93	\$ 1,165.93	\$2,134.00	\$2,134.00	\$2,250.00	\$2,250.00	\$6,800.00	\$6,800.00
SP-17 D	521 N Moore Street	1.0	LS	\$1,027.93	\$ 1,027.93	\$1,990.00	\$1,990.00	\$2,200.00	\$2,200.00	\$5,800.00	\$5,800.00
				TOTAL	\$5,317.19	TOTAL	\$8,772.00	TOTAL	\$7,550.00	TOTAL	\$23,535.00

Total		Total		Total		Total	
Base Bids	\$55,213.30	Base Bids	\$49,267.60	Base Bids	\$52,242.50	Base Bids	\$89,056.02
Add. Alts.	\$5,317.19	Add. Alts.	\$8,772.00	Add. Alts.	\$7,550.00	Add. Alts.	\$23,535.00
	\$60,530.49		\$58,039.60		\$59,792.50		\$112,591.02

**CONSTRUCTION AGREEMENT
FOR MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT - 2020
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT - 2020 BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2020, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington 99403 (hereinafter "CONTRACTOR");

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a Bid Proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Advertisement for Bids;
2. Project Specifications titled:
Moscow City-Wide Sidewalk Replacement Project – 2020
City of Moscow Project No. 103-020
3. Bid/Proposal of CONTRACTOR, dated September 18, 2020, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. No Addendum issued prior to opening of Bid Proposal;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"Moscow City-Wide Sidewalk Replacement Project - 2020"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no later than receipt of Notice to Proceed and shall be substantially completed by November 27, 2020. Work commenced at any particular site shall be completed within fourteen (14) calendar days, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

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

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of Fifty-Four Thousand Seven Hundred Nine and 60/100 Dollars (\$54,709.60) for Base Bid and Additional Alternatives A and C, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Fifty-Four Thousand Seven Hundred Nine and 60/100 Dollars (\$54,709.60) unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

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

ARTICLE 6.
SCOPE OF SERVICES

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

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or

assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

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

ARTICLE 11. EMPLOYMENT DISCRIMINATION

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

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure

of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 14. SPECIAL WARRANTY

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

ARTICLE 15. COMMUNICATIONS

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

Contractor:

McCall's Classic Construction, Inc.
945 Beachview Boulevard
Clarkston, Washington 99403

City:

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

ARTICLE 16. NON-APPROPRIATIONS

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

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

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

ARTICLE 18. EXECUTION

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

CONTRACTOR

McCall's Classic Construction, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

ATTEST:

By:

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, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for McCall's Classic Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

COMMITTEE STAFF REPORT

DATE: Monday, September 28, 2020



RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician, Alisa Anderson, Grants Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Third Street LHSIP Utility Waivers (ACTION ITEM) - Nate Suhr / Alisa Anderson

DESCRIPTION

The Third Street Local Highway Safety Improvement Program Grant Phase I & II projects will replace broken and non-compliant sidewalks, adjust curbs to improve drainage, and install lighting to improve the illumination at the intersections on Third Street from Jackson Street to Lieouallen Street. As part of the construction process, franchise utility companies operating within the City are required to sign waivers and/or given an opportunity to provide input on the scope of work. Recently, many of the franchise utility companies have become uncomfortable signing the waivers which has resulted in the need to conduct the public hearing. Staff is proposing to conduct the public hearing at the upcoming City of Moscow Council meeting on October 5th.

STAFF RECOMMENDATION

Approve holding the utility waiver public hearing at the City Council Meeting on October 5, 2020.

PROPOSED ACTIONS

Approve holding the utility waiver public hearing at the City Council Meeting on October 5, 2020; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

This project will be designed and inspected by City of Moscow Engineering Division personnel. The grant will be administered by the City of Moscow Grants Manager.

ATTACHMENTS

1. KN 20483, 21997 Avista Utility Hearing Waiver_20200922
2. KN 20483, 21997 Charter Spectrum Utility Hearing Waiver_20200922
3. KN 20483, 21997 Ziply Utility Hearing Waiver_20200922

September 22, 2020

Darrel Haarr
Avista Utilities
5702 WA-270
Pullman, WA 99163

RE: Project Nos. A020(483) & A021(997), Key Nos. 20483 & 21997
3rd St Safety PH I & II

Dear Darrel,

The Local Highway Technical Assistance Council has retained Precision Engineering to prepare project plans for the City of Moscow. Moscow has a project located on 3rd Street from west of Lilly Street to east of Almon Street. You will find enclosed plans for this project. Utility dig line has been called and utility maps have been requested. Information received either by field locates and/or utility maps have been included on the plans.

If Avista does not wish to object or protest the project at a Utility Hearing, please sign and return the enclosed Utility Hearing Waiver. As a reminder, a utility hearing is made available for each utility owner because a utility has a right by Idaho Code 40-312(3) to protest the construction of any federal aid project that affects their utility facilities by providing testimony. Testimony may be provided to the local agency. A utility owner may "waive" this right to protest by signing a waiver to a utility hearing.

If a signed Utility Hearing Waiver is not received by October 2, 2020, testimony may be provided at the scheduled hearing at the City of Moscow City Council Meeting scheduled for October 5, 2020 at 7:00 PM.

If you have any questions, please give me a call at (208) 938-1695.

Sincerely,
Precision Engineering



Joel Grounds, P.E., Principal Engineer

CC: Brian Wright, P.E.
Local Agency Contact

WAIVER OF UTILITY HEARING
For the City of Moscow

Project Nos. A020(483) & A021(997)
Key Nos. 20483 & 21997
3rd St Safety PH I & II
City of Moscow, Latah County, Idaho

I, the undersigned, represent AVISTA for the project area. I have been fully informed concerning this project – *3rd St Safety PH I & II* – including the project's effort on the Company's utility.

We are aware that we have the right to present our objections at the hearing before the City of Moscow, and we hereby waive said right to a hearing.

BY: _____

TITLE: _____

DATE: _____

September 22, 2020

Pat Turner
Charter Spectrum
8681 State Route 270
Pullman, WA 99163

RE: Project Nos. A020(483) & A021(997), Key Nos. 20483 & 21997
3rd St Safety PH I & II

Dear Pat,

The Local Highway Technical Assistance Council has retained Precision Engineering to prepare project plans for the City of Moscow. Moscow has a project located on 3rd Street from west of Lilly Street to east of Almon Street. You will find enclosed plans for this project. Utility dig line has been called and utility maps have been requested. Information received either by field locates and/or utility maps have been included on the plans.

If Charter Spectrum does not wish to object or protest the project at a Utility Hearing, please sign and return the enclosed Utility Hearing Waiver. As a reminder, a utility hearing is made available for each utility owner because a utility has a right by Idaho Code 40-312(3) to protest the construction of any federal aid project that affects their utility facilities by providing testimony. Testimony may be provided to the local agency. A utility owner may "waive" this right to protest by signing a waiver to a utility hearing.

If a signed Utility Hearing Waiver is not received by October 2, 2020, testimony may be provided at the scheduled hearing at the City of Moscow City Council Meeting scheduled for October 5, 2020 at 7:00 PM.

If you have any questions, please give me a call at (208) 938-1695.

Sincerely,
Precision Engineering



Joel Grounds, P.E., Principal Engineer

CC: Brian Wright, P.E.
Local Agency Contact

WAIVER OF UTILITY HEARING
For the City of Moscow

Project Nos. A020(483) & A021(997)
Key Nos. 20483 & 21997
3rd St Safety PH I & II
City of Moscow, Latah County, Idaho

I, the undersigned, represent **CHARTER SPECTRUM** for the project area. I have been fully informed concerning this project – *3rd St Safety PH I & II* – including the project’s effort on the Company’s utility.

We are aware that we have the right to present our objections at the hearing before the City of Moscow, and we hereby waive said right to a hearing.

BY: _____

TITLE: _____

DATE: _____

September 22, 2020

Brent Mulford
Zipty Fiber
122W E St.
Moscow, ID 83843

RE: Project Nos. A020(483) & A021(997), Key Nos. 20483 & 21997
3rd St Safety PH I & II

Dear Brent,

The Local Highway Technical Assistance Council has retained Precision Engineering to prepare project plans for the City of Moscow. Moscow has a project located on 3rd Street from west of Lilly Street to east of Almon Street. You will find enclosed plans for this project. Utility dig line has been called and utility maps have been requested. Information received either by field locates and/or utility maps have been included on the plans.

If Zipty Fiber does not wish to object or protest the project at a Utility Hearing, please sign and return the enclosed Utility Hearing Waiver. As a reminder, a utility hearing is made available for each utility owner because a utility has a right by Idaho Code 40-312(3) to protest the construction of any federal aid project that affects their utility facilities by providing testimony. Testimony may be provided to the local agency. A utility owner may "waive" this right to protest by signing a waiver to a utility hearing.

If a signed Utility Hearing Waiver is not received by October 2, 2020, testimony may be provided at the scheduled hearing at the City of Moscow City Council Meeting scheduled for October 5, 2020 at 7:00 PM.

If you have any questions, please give me a call at (208) 938-1695.

Sincerely,
Precision Engineering



Joel Grounds, P.E., Principal Engineer

CC: Brian Wright, P.E.
Local Agency Contact

WAIVER OF UTILITY HEARING

For the City of Moscow

Project Nos. A020(483) & A021(997)
Key Nos. 20483 & 21997
3rd St Safety PH I & II
City of Moscow, Latah County, Idaho

I, the undersigned, represent **ZIPLY FIBER** for the project area. I have been fully informed concerning this project – *3rd St Safety PH I & II* – including the project's effort on the Company's utility.

We are aware that we have the right to present our objections at the hearing before the City of Moscow, and we hereby waive said right to a hearing.

BY: _____

TITLE: _____

DATE: _____

COMMITTEE STAFF REPORT

DATE: Monday, September 28, 2020



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Authorization for Purchase of Mask Fitting Machine (ACTION ITEM) - Brian Nickerson

DESCRIPTION

The Moscow Volunteer Fire Department is requesting the authorization to purchase a mask-fitting machine, the Quality Guard Mask Fit Test Machine, which allows the Department to conduct annual required certifications for the fitting of Self-Contained Breathing Apparatus (SCBA). Previous certifications have been accomplished by borrowing a testing machine from a vendor, which is dependent upon availability of the machine. The Department's response to the COVID-19 pandemic has required members of the Department to wear N95 face masks. The borrowed testing machine does not have the ability to test N95 masks, while the requested machine has that capability. In addition, the purchase of the machine will provide mask-fitting services to other City departments, as well as opportunities for other local emergency services departments. Staff has determined that as an apparatus necessary to assist in the City's COVID-19 response, it is appropriate to seek reimbursement from the City's CARES Act allocation.

STAFF RECOMMENDATION

Recommend approval of the purchase of the Quality Guard Mask Fit Testing Machine, and seek reimbursement through the City's CARES Act allocation.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the purchase of the Quality Guard Mask Fit Testing Machine, and seek reimbursement through the City's CARES Act allocation, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ellinwood Mask-Fit Machine Memo 9-24-2020
2. Mask-Fit Machine Request Info

memo

Moscow Volunteer Fire Department

To: Gary Riedner, City Supervisor
From: Dan Ellinwood, Division Chief/Fire Marshal
Date: 9/24/2020
Re: Purchase of Fit Test Machine

The Moscow Volunteer Fire Department is requesting to purchase a “Quality Guard Brand Mask Fit Testing Machine.” We have always performed mask fit testing for firefighters approved to use Self Contained Breathing Apparatus or SCBA. In the past we have had to borrow a machine to conduct this required annual testing. The machine we have borrowed in the past does not have the ability to fit test N95 masks. Due to the COVID-19 pandemic, our personnel have been required to wear N95 masks. Emergency service standards require that our firefighters and EMTs be properly fit tested for N95 masks. The purchase of this requested fit testing machine will allow us to properly fit test all members using N95 masks as well as give us the ability to fit test SCBA masks annually without having to borrow a machine. This machine will also benefit the police department, public works, as well as parks and recreation. The MVFD has been in communication with our neighboring volunteer fire departments on the numerous benefits of us possessing this machine in the Moscow area, including the ability to help smaller local volunteer fire departments with their own fit test needs. We greatly appreciate your consideration to purchase this machine in this most critical time when emergency personnel are adapting to new forms of personal protective equipment.

MEMO

To: Gary Riedner, City Supervisor
From: Brian R. Nickerson, Fire Chief
Subject: Mask Fit Testing machine CARES Fund
Date: July 29, 2020

As we previously had a brief conversation this is a follow-up to that conversation regarding the need for the mask fit testing request through the CARES Fund if possible.

As you may or may not be aware, prior to the use of any mask being used either for an SCBA or N95 the person should be mask fit tested to ensure the proper size of mask to be utilized for the best protection. In addition, each person who would be wearing a mask is required to be mask fit tested on an annual basis for each mask to ensure the size originally is still current.

Currently we utilize and rely on a vendor to schedule the use of a mask fit testing machine which can create some scheduling challenges between volunteers and residents and allowing ample time to complete the process. Over the last several years we have obtained the machine with short notice and limited time to conduct such test for our volunteers and staff.

Who benefits from this machine?

Not only will the fire department benefit from this machine but also the Police Department, Public Works, Parks and Recreation and others which also includes our outlying partners such as Potlatch, Troy, Genesee, Deary and so forth.

The proposed combination testing machine will be beneficial for both MSA SCBA masks as well as N95 mask. This will assist in streamlining the process for testing as well as have the capability to test throughout the year any department as the need arises.

The quote provided is for a complete set for testing both SCBA and N95 and also includes a 5-year warranty. The availability and the multi-faceted testing in itself will prove beneficial to a majority of the departments who have this same need. The fire department would be the primary user and have the most members to utilize and have this need on a regular basis throughout the year. We would intend to collaborate with the other department throughout the year to schedule testing on an annual basis or as the need arises.

In addition, we are currently working on a Respiratory Protection Program for all users in the city that has a need for the use of an SCBA or N95 in the work that they do which will comply with OSHA 29 CFR 1910.134. The draft has not been completed to pass on to your office as of yet, however Captain Williams has been working with other departments for input into the program and the needs along those lines.

If you have any questions please let me know.

Thank you for the consideration.



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800) 680-1220
Fax: (651) 490-3824
Web: www.TSI.com
Email: answers@TSI.com

Page 1 of 3

Quotation

Quote Contact

Scott Williams
Tel: 208-883-7082
Email: swilliams@ci.moscow.id.us

Bill-To-Party

Moscow Fire Dept
603 S Main St
Moscow ID 83843

Ship-To-Party

Moscow Fire Dept
603 S Main St
Moscow ID 83843

Make PO Out To: TSI Inc.

Quotation Number 20176658
Quotation Date 06/25/2020
Customer No 5695394
Cust. Ref.
Incoterms 2010 CPT: Prepay & Add
Consignee's Premises
Payment Term SUBJECT TO CREDIT APPROVAL
Valid To 12/05/2020
Currency USD
Method of Payment PO, Visa, Amex, Mastercard
Reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
1	8048-T PortaCount Model 8048-T; w/ Tablet Respirator Fit Tester Includes: Carry Case; AC Adapter with Universal Plug Set; 8026 Particle Generator (115 VAC); Alcohol Cartridge; Alcohol Fill Capsule; Storage Cap; (2) Zero Check Filters; 3/16" and 1/4" Hose Adapters; (2) Spare Alcohol Wicks; (100) Sampling Probes; (100) Lock Washers; Probe Insertion Tool; Neck Strap; 8016 Alcohol Supply containing (16) 30mL Bottles of Reagent Grade Isopropyl Alcohol; FitPro Ultra Fit Test Software; Microsoft® Surface Go® Tablet; WiFi USB Adapter; USB-A & USB-C Cable; and 2-Year Warranty	1.00 EA	13,400.00	13,400.00
2	B2B5-8048 QG B2B Warranty, 5-Yr, PortaCount 8048 Quality Guard Bumper-To-Bumper 5-year Warranty Contract for Annual Clean and Calibration, as well as Repair Services. TSI covers the cost of standard ground shipping to return the instrument from TSI. Fast Track (expedited) Service included. This B2B Warranty Contract is not applicable when the TSI Service Group has determined that misuse and/or abuse has occurred to the instrument. All 5-year Warranty contracts will be valid for 60 months, from the date of instrument shipment and are linked to the serial number of the instrument. B2B Warranty Contracts are applicable to new instrument sales only. This B2B Warranty Contract is non-transferable, and no other instrument serial number will be accepted for service.	1.00 EA	4,680.00	4,680.00



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800) 680-1220
Fax: (651) 490-3824
Web: www.TSI.com
Email: answers@TSI.com

Page 2 of 3

Quotation

Bill-To-Party
Moscow Fire Dept

Quotation Number 20176658
Quotation Date 06/25/2020

Item	Material/Description	Quantity	Unit Price	Amount
	NOTE: THE OPTIONAL 5 YEAR CONTRACT INCLUDES YEARLY CLEANING/CALIBRATION AND ANY UNLIMITED REQUIRED REPAIRS WHICH WILL TYPICALLY SAVE YOU 15%. FAST-TRAK EXPEDITED SERVICE IS ALSO INCLUDED and TSI PAYS FOR THE RETURN SHIPPING COST.			
3	8025-34 Mask Sample Adaptor Kit, MSA G1 Mask FIT TEST ADAPTOR KIT FOR MSA G1 FULLFACE MASK	1.00 EA	315.00	315.00
4	8025-N95R Fit Test Probe Refill Kit for 8025-N95 Refill Kit for 8025-N95 Sampling Probe Kit For fit testing disposable filtering-facepiece respirators. Includes: 500 Probes, 500 Push Nuts (no tools).	1.00 EA	145.00	145.00
5	8025-16 Fit Test Adapter Kit - 3M Fit Test Adapter for most 3M masks. Includes Disposable components for 200 fit tests including: (200) Clips, (200) Suction Cups, (2) P100 Filters, Case, and Instructions.	1.00 EA	325.00	325.00

Sub Total 18,865.00

Tax 851.10

Total Amount 19,716.10

*Delivery: Est. Shipping 3-4 weeks ARO, Subject to Prior Order.

**Freight Terms: Prepay and Add

***TSI accepts payment by purchase order, Visa, MasterCard
and American Express.

****If you wish to place an order, please fax your order to TSI Incorporated to 651-490-3824 or email it to orders@tsi.com. Please make your purchase order payable to "TSI Incorporated".

*****If your organization is tax exempt, please send a copy of your certificate along with your order

Please contact me with any questions:

Long Yang
Technical Sales Specialist - PortaCount/DustTrak
(Cell) 206-552-4015
long.yang@tsi.com

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.



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Page 3 of 3

Quotation

Bill-To-Party Moscow Fire Dept	Quotation Number 20176658
	Quotation Date 06/25/2020

Item	Material/Description	Quantity	Unit Price	Amount
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This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.

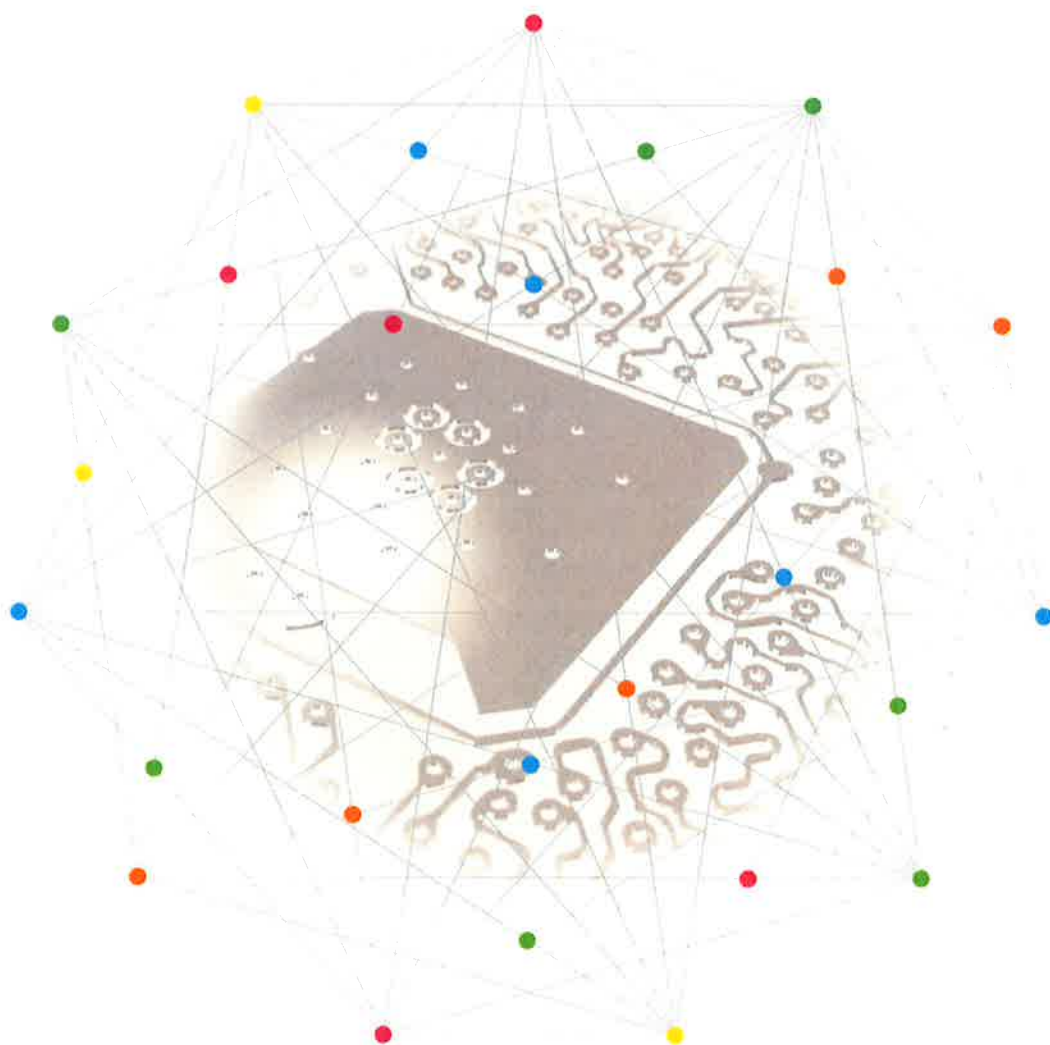
Long Yang
TSI Incorporated

Date 06/25/2020

TSI Terms and Conditions apply and are incorporated by reference. See <http://www.tsi.com/tc.pdf>
For payment terms, complete credit application at <http://www.tsi.com/credit-app/>

PROTECT YOUR INVESTMENT...

QUALITYGUARD™ SERVICE CONTRACTS



UNDERSTANDING, ACCELERATED

QUALITYGUARD SERVICE CONTRACTS

TSI's comprehensive line of instruments set the standard for reliability and accuracy. Protect your investment now and in the future with a TSI QualityGuard™ Calibration or Bumper-to Bumper (B2B) Warranty Contracts.

At TSI we understand that data quality problems and downtime can seriously impact your work. TSI QualityGuard Calibration and B2B Warranty Contracts are designed to ensure your instruments are properly cleaned, calibrated, repaired and are operating at peak performance.

What is a Calibration Contract? Is it the Same Thing as a Warranty?

A warranty merely protects the buyer against defects in materials and workmanship. The TSI Calibration Contract expands on the warranty coverage benefit by providing annual factory calibration. TSI Calibration Contracts are available in two-year and three-year terms. Contract becomes valid for use 30 days after purchase. See matrix chart for further QualityGuard Calibration Contract details.

What is a Bumper-To-Bumper (B2B) Extended Warranty Contract? How is it different from a Calibration Contract?

The B2B Warranty Contract protects the buyer against defects in materials and workmanship for an extended period beyond the instrument's base warranty period. It expands the coverage benefit by providing both annual factory calibration and repair services throughout the extended warranty period. TSI B2B Warranty Contracts are available in three-year and five-year terms. Contract becomes valid for use 30 days after purchase. See matrix chart for further QualityGuard B2B Warranty Contract details.

Bumper-To Bumper (B2B) Extended Warranty Contracts do not include replacement past base warranty period for these consumable parts

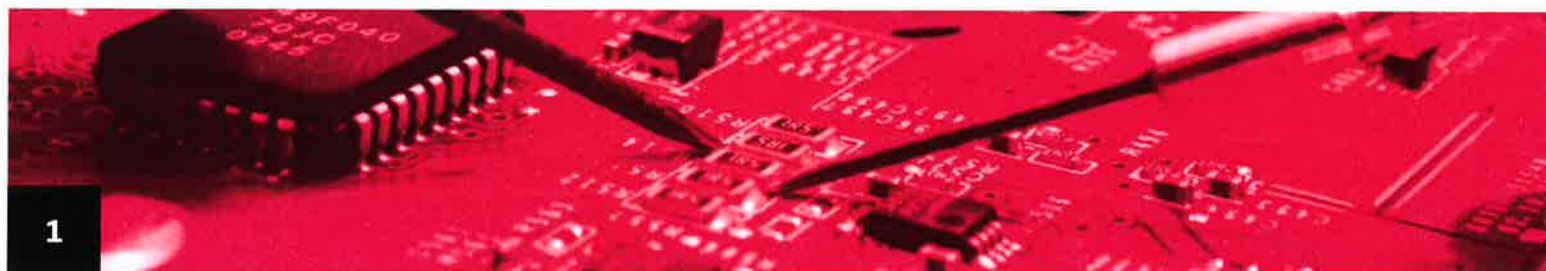
- + Batteries (internal or external)
- + Pumps (internal or external pump module pumps)
- + Carry Cases

Standard Warranty	
+ 2 year contract term + Standard with new equipment + Comprehensive TSI performed repair	
2 Year Contract Term	
Repairs (years 1 and 2)	Unlimited for defects in materials and workmanship
Calibrations (years 1 and 2)	No coverage, purchase separately

QualityGuard Calibration Contract	
+ 2 or 3 year contract term + Available for new or presently owned equipment + Comprehensive TSI performed repair and calibration	
2 Year Contract Term	
Repairs (years 1 and 2)	Unlimited for defects in materials and workmanship (as provided for under standard warranty)
Calibrations (years 1 and 2)	Maximum of 2 during contract term
3 Year Contract Term	
Repairs (years 1 and 2)	Unlimited for defects in materials and workmanship (as provided for under standard warranty)
Repairs (year 3)	No coverage
Calibrations (years 1, 2 and 3)	Maximum of 3 during contract term

QualityGuard Bumper-To-Bumper Warranty	
+ 3 or 5 year contract term + Available for new or newly upgraded equipment + Comprehensive TSI performed repair and calibration	
3 Year Contract Term	
Repairs (years 1, 2 and 3)	Unlimited for defects in materials and workmanship
Calibrations (years 1, 2 and 3)	Maximum of 3 during contract term
5 Year Contract Term	
Repairs (years 1, 2, 3, 4 and 5)	Unlimited for defects in materials and workmanship
Calibrations (years 1, 2, 3, 4 and 5)	Maximum of 5 during contract term

Non-transferable by serial # and/or customer. As found inspection testing/report. Technical support via phone or email. Factory repair service based on comprehensive inspection and failure analysis.



PROTECT YOUR DATA ACCURACY



Why Do I Need a TSI Service Contract?

- + **Upfront Fixed Costs.** Budgeting made simple. No need to procure additional funding for annual calibration and repairs. A TSI Calibration or B2B Warranty Contract guarantees your costs are fixed no matter what happens to TSI Service prices in the future.
- + **Optimal Performance.** Regular service and calibration is the best way to ensure optimal performance during critical projects.
- + **Instrument and Firmware Updates.** TSI is committed to continual product improvement. Improvements are implemented to products on an on-going basis, some of which are available to customers at no additional charge when their instruments are returned for annual maintenance and calibration. QualityGuard ensures your instrument is up to date.
- + **Quality.** TSI strives to meet or exceed our customers' needs and expectations through continual improvement of our processes, products and services. Our Quality System is registered to ISO 9001:2008, and TSI uses NIST traceable analytical tools and NIST traceable standard reference materials to check-out and calibrate instruments.
- + **Technical Expertise.** No one knows more about a product than the manufacturer. TSI has invested in sophisticated instrumentation to allow our experienced service technicians to check-out, test, calibrate and repair our instruments with unparalleled precision.
- + **Value.** TSI has a vested interest in having an installed base of well-serviced and calibrated instrumentation. We've priced our QualityGuard Calibration and B2B Warranty Contracts to be an incentive for routine calibration and extended warranty services.

What Does a TSI Calibration Contract Cover?

The QualityGuard Calibration Contract can be purchased in two- or three-year terms and includes:

- + As found inspection testing/report
- + Technical support via phone or e-mail
- + Annual factory calibration, consisting of the following procedures:
 - Review written RMA instructions or explanation of problem from customer
 - Initial inspection
 - Clean instrument
 - Inspect and replace consumable components as needed
 - Leak check (if applicable)
 - Update manual, software and firmware as necessary
 - Calibrate flow rates, voltages and temperature control (if applicable)
 - Align optics (if applicable)
 - Span calibrate gas sensors (if applicable)
 - Zero check (if applicable)
 - Calibration Certificate
 - Final electrical checkout and performance verification

What Does a TSI B2B Warranty Contract Cover?

The QualityGuard B2B Warranty Contract can be purchased in three- or five-year terms and includes:

- + As found inspection testing/report
- + Technical support via phone or e-mail
- + Factory repair service, based on failure analysis
 - Review written RMA explanation of problem from customer
 - Instrument inspection and failure analysis
 - Conduct Warranty repair service based on failure analysis findings
- + Annual factory calibration, consisting of the following procedures:
 - Review written RMA instructions or explanation of problem from customer
 - Initial inspection
 - Clean instrument
 - Inspect and replace consumable components as needed
 - Leak check (if applicable)
 - Update manual, software and firmware as necessary
 - Calibrate flow rates, voltages and temperature control (if applicable)
 - Align optics (if applicable)
 - Span calibrate gas sensors (if applicable)
 - Zero check (if applicable)
 - Calibration Certificate
 - Final electrical checkout and performance verification
 - Consumable Parts not covered under warranty

What Instruments are Available for Coverage?

QualityGuard TSI Service Contracts are offered on many different models of new TSI instruments. Previously purchased instruments may also be eligible for coverage. Contact TSI representatives or TSI directly to find out what TSI instruments have Service Contracts.

How Do I Send My Instrument Back for Calibration?

To return an instrument for calibration, fill out the on-line return material authorization (RMA) form at the TSI web site: www.tsi.com. This on-line process will provide you with shipping information, and an RMA number to track the repair. If you have any trouble completing the on-line form, just call 1-800-874-2811 and one of our customer specialists will be happy to assist you.

How Do I Buy a QualityGuard TSI Service Contract?

Find out which TSI instruments have Service Contracts available, or to order, contact your nearest representative, distributor or sales office. If you don't know which office handles your territory, then contact our corporate headquarters. Our staff will put you in contact with the appropriate sales representative. Terms and conditions are available on the website. Visit www.tsi.com/qualityguard for more information and to find out if your TSI instruments qualify.



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