

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday,
February 8, 2021**

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. Due to the rise in COVID-19 cases in the area, the meeting is open to the public, but is subject to social distancing protocols and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. The number of attendees at any one time is limited to no more than 14 due to social distancing requirements in Stage 3 of the Idaho Rebounds Plan and the City of Moscow Public Health Emergency Order. 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. During the modified Stage 2 of the Idaho Rebounds Plan, public comment and reports are suspended. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Meetings are streamed on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of January 25, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

2. Disbursement Report January 2021 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending January 2021.

ACTION: Sign the Disbursements Report for the month of January 2021.

3. Southeast Booster Station Improvements Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

The City of Moscow Southeast Booster Station Improvements project includes modifications to the existing Southeast Booster Station. The bid consists of the following improvements: an onsite chlorine generation and injection system, a new magnetic flow meter installed in a vault outside the booster station, a new motor control center, a new motor and variable frequency drive for booster pump #1, associated control system modifications, a chlorine residual analyzer and sampling line, a new main disconnect switch, and connection of existing standby power

generator and automatic transfer switch to the new power distribution system. The City published an advertisement for bids on January 9, 2021 and the Engineer's estimate for construction is \$258,900.00. Bids were opened on Tuesday, January 26, 2021. One responsive bid was received, with a bid of \$251,000.00 from TML Construction, Inc. A complete Bid Tabulation is attached.

PROPOSED ACTIONS: Recommend acceptance of the low bid from TML Construction, Inc., award the contract for the bid amount of \$251,000.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

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, January 25, 2021

3:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Maureen Laflin, Anne Zabala (Virtual), Art Bettge

OTHERS: Mayor Bill Lambert, Council Member Gina Taruscio (Virtual), Council Member Brandy Sullivan (Virtual)

STAFF: Megan Cherry, Amanda Argona, Gary Riedner, Kyle Steele (Virtual), Tyler Palmer (Virtual), James Fry (Virtual), Roger Lanier (Virtual), Bill Belknap (Virtual), Mia Bautista (Virtual), Taylor Riedner (Virtual)

REGULAR AGENDA

1. Approval of January 11, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

The minutes were approved as presented.

2. Ordinance Amending Title 5 of Moscow City Code with the Addition of Chapter 19 - Kyle Steele / Tyler Palmer

The City of Moscow was issued a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4) Permit on August 5, 2019, which became effective on October 1, 2019. The MS4 Permit requires the City to develop and implement a comprehensive stormwater program. The City currently has few revenue sources and funding mechanisms to operate the existing stormwater program. Expenses for existing stormwater related activities are currently covered by general fund revenues. Due to increasing costs, increased maintenance and tracking requirements, and regulatory compliance responsibilities of the new MS4 Permit, securing the necessary additional funding and implementing the recommendations developed through the gap analysis process identified in the City of Moscow Stormwater User Fee Study is essential. The proposed amendment and adoption of Moscow City Code Title 5, by the addition of Chapter 19, would establish a system of stormwater user fees to fund and carry out a comprehensive stormwater management program. Stormwater user fees would be collected from customers within the entire incorporated area of the City proportionate to the cost of providing proprietary stormwater services. The money from stormwater user fees will be used to manage and operate the municipal stormwater control system in compliance with federal laws. The municipal stormwater control system exists to provide drainage services to properties within the City.

PROPOSED ACTIONS: Recommend Council approval of the proposed amendment to Title 5, by addition of Chapter 19, or provide staff further direction.

Steele presented the item as written above and stated that a permit was issued to the City of Moscow from the United States Environmental Protection Agency. The City faced a similar permit in the early 1990's regarding sewer regulations for environmental protection and this new permit for stormwater management suggests the same idea. Non-compliance would subject the City to penalties under federal law which can range up to \$37,500 per day per violation. The City is prohibited from using revenue collected to pay for non-stormwater related expenses. As discussed at a previous meeting, there are certain milestones that must be met throughout the 5-year permit term. The program will consist of additional startup costs and trials and the initial focus will be to fulfill requirements of the permit. Other projects such as rain barrels, additional education and rebates may occur in the future. Impacted properties will be contacted for one on one education and staff will also be reaching out to local schools for additional information. A range of fees will be charged to properties that receive stormwater service and discharge into the City's stormwater control system. Property owners are allowed to seek fee adjustments or elimination through an application and appeals process. Roughly 150 properties have already received a direct discharge credit. If the Council were to adopt the ordinance, it is proposed that the City will start applying fees on October 1st. The Committee recommended approval and that it be placed on the Council regular agenda.

3. Renewal of Agreement for E911 Services and Complete Dispatch Services with Whitcom - Gary J. Riedner

Since 2004, the City of Moscow has been contracting with Whitcom, the consolidated dispatch agency serving Whitman County, City of Pullman, Asotin County and the Nez Perce Tribe, for emergency dispatch, communications and E-911 services. The current agreement was renewed in 2016 and expired on December 31, 2020. For the past year, the Whitcom member entities have been discussing fee structures which would be equitable to all members. The new agreement contains a fee structure for the City of Moscow which is 21.25% of Whitcom's budget. The percentage takes into account in-kind services provided to Whitcom by Whitman County, City of Pullman and Washington State University (WSU). The new agreement is for two years (January 2021-December 31, 2022). Fees for the first year (2021) are \$607,213.25, and fees for the second year (2022) are \$712,911, which is the calculation of 21.25% of the Whitcom budget for each respective year.

PROPOSED ACTIONS: Recommend approval of the Agreement for E911 Services and Complete Dispatch Services with Whitcom from January 1, 2021 through December 31, 2022, or provide staff further direction.

In the early 1990's Moscow began enhanced E-911 Emergency Services and had a full staff of dispatchers and management housed at the current police department. From 2000 to 2003, the City researched what it would take to replace the existing system and the district judge determined that the operation of an E-911 was not an ordinary or necessary expense under the Idaho Constitution. After researching various other options, it was determined that Whitcom had the capacity and ability to provide dispatch services and the City negotiated an agreement. Whitman County, Pullman, and WSU were already in contract with Whitcom at the time with an inner-governmental-inner-local agreement. Since 2004, the City secured Moscow's dispatchers employment at Whitcom, the agreement has been renewed in 4-year terms, cost has increased due to inflation, and Whitcom added services to Asotin County. Moscow and Asotin County are known as contract members since it is not part of the original

3 entities. In the 2015 renewal, the City was given a voting position on the board for the City Supervisor or their designee which is Police Chief.

The agreement is currently expired but Whitcom recognized that negotiations were in the process and would continue services. Concerns with Whitcom at the time was the inconsistency and unstable employment rate. Today they are on the path of stability and continue to improve their operations and efficiency. Initial discussion of funding models for the renewal agreement came to City Council in June 2020. One proposed fee structure was a call volume model where entities pay an amount per call. Moscow has a non-emergency and after-hours public works dispatch for calls regarding sewer backup, water main break, or an event that would require a public works response, thus the call volume model would be inadequate. Another model regarded population which also proved insufficient as everyone needs to have access to emergency services regardless of population size. The final and most efficient proposal was to divide the budget and operations cost of Whitcom by the number of entities and share expenses equally. Whitman County, Pullman and WSU's in-kind services are roughly 2.5% of the budget and are therefore given a credit. A draft budget was shared with the Committee to demonstrate monetary value of this agreement. Going forward, the Moscow is hoping for an additional seat on the Whitcom Governing Board, a multiple year agreement for stability and predictability, and a standard calculation of yearly fees. The Committee agreed that an additional seat on the board should be requested. The Committee recommended approval and that it be placed on the Council regular agenda.

REPORTS

Moscow Farmers Market Friendship Square Entertainment Contingency Plans for 2021 Season – Amanda Argona

The Farmers Market is roughly 3 to 4 months out and is looking at another potentially unstable year due to COVID. In January, an application was sent out to local performers and folks to come play at the Farmers Market and the Committee has put together a few contingency plans. Option 1 would be to simply not offer any live market entertainment, which had happened in 2020's Farmers Market. Option 2 is the potential of offering market entertainment with some restrictions and additional safety measures. Option 3 is to offer market entertainment with no restrictions. All options are subject to change based on the community's situation and public health recommendations. Entertainment in the market is great for the moral and community but must be done safely and correctly. An outline of the contingency plan is located in the meeting packet for additional information. The Farmers Market Commission will be coming back to Council before the start of market for any additional updates and information.

2021 Arts Event Update – Megan Cherry

The obstacles and limitations that were faced in 2020 forced the recognition of opportunities and helped develop more flexibility in art programs that will be beneficial going forward. Scheduled Third Street Galleries for 2021 include *Dear Moscow* (December 2020-April 2021), *Silver & Gold* (April-July), *Ctrl+P* (July-October), and *Sculptured Spaces* (October-January 2022). These have online registration and are publicly-viewable through Submittable until City Hall re-opens to the public. At that time, physical installations will be accessible but number of visitors will be limited and masks required. The *Poetry Relay* in April will have the similar opportunities with video readings and/or print delivery. This year will offer another Mactivities Toolbox which started in response to COVID and has been valuable for arts education and offers low contact through online registration and pickup. Artwalk will depend on the conditions of COVID in June. The current idea is to have art in host

locations with no street fair. Reduced registration fees may compensate the reduced activities. Entertainment in the Park in July will also depend on COVID conditions and attendance will vary from a limited audience and assigned seating to no restrictions. Fewer congregational and interactive events/performances and more musical/stationary activities may be considered. Palouse Plein Air does not have any modifications at this time in hopes of regular schedules starting again. However, the same implementations from 2020 will be used if needed.

ADJOURN

The meeting adjourned at 4:16 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, February 8, 2021



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report January 2021 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending January 31, 2021. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$3,555,290.20.

Payroll	\$1,096,587.00
Professional Services	\$102,279.00
Sanitation	\$310,100.00
Capital Outlay	\$234,962.00
Capital Outlay -Buildings	\$868,429.00
Capital Outlay - Improvements	\$288,994.00
Supplies	\$62,158.00
Utilities	\$78,021.00
Contractual Payments	\$389,108.00
ACH Wells Fargo	\$24,827.00
ACH	\$386.00
Total	\$3,455,851.00

STAFF RECOMMENDATION

Sign the Disbursements Report for the month of January 2021.

PROPOSED ACTIONS

ACTION: Sign the Disbursements Report for the month of January 2021.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report January 2021

2. Revenue January 2021
3. Cash & Investments January 2021

DISBURSEMENTS REPORT FOR JANUARY 2021														
	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	GRAND TOTALS
DATE		1/1/2021	1/4/2021	1/7/2021	1/14/2021	1/21/2021	1/28/2021	1/28/2021	1/4/2021	1/28/2021	1/19/2021	1/15/2021	1/29/2021	
BATCH #		00001.01.2021	00003.01.2021	00002.01.2021	00006.01.2021	00008.01.2021	00010.01.2021	00012.01.2021	1/19/2021 2/2/2021 00004.01.2021 00009.01.2021 00013.01.2021	00011.01.2021	00002.01.2021	00100.01.2021	00200.01.2021	
CHECK #'s		96882-96919	96920	96921-96978	96979-97053	97054-97115	97116-97173	97174-97175	January CC ACH's	January ACH's	96975,96830	21376-21386	21387-21397	
Fund #	ACH for Wells Fargo to be Imported													0.00
101	GENERAL	12,680.01		19,760.03	36,718.10	85,628.00	106,684.68		11,549.02		(389.50)	329,598.86	336,254.39	938,483.59
105	STREETS	1,795.25		22,863.19	4,193.32	20,707.02	3,924.19		223.16			28,021.25	26,453.65	108,181.03
120	RECREATION AND CULTURE	2,327.41	14.85	5,326.65	4,991.41	13,433.24	463.62		2,411.92		(212.50)	50,470.50	50,308.34	129,535.44
121	MSD COMM. PLAY FIELDS			210.20		223.46						2,090.17	2,021.56	4,545.39
123	1912 CENTER			146.16	7,916.67									8,062.83
128	TRANSIT CENTER			276.56	105.00	1,091.21			60.00					1,532.77
220	WATER	128.09		32,882.26	3,917.77	15,347.25	61,611.23		905.64		(190.84)	50,882.54	47,218.72	212,702.66
230	SEWER	969.94		31,238.45	52,160.29	33,431.01	10,961.92		3,240.68			48,683.70	48,801.47	229,487.46
240	SANITATION				94,511.79	198,275.84	698.46		390.18			5,516.93	5,615.23	304,998.43
290	FLEET	1,104.48		4,043.50	8,721.39	2,784.38	1,612.67		401.86			11,861.61	11,991.73	42,521.62
295	INFORMATION SYSTEMS	76,062.91		13,306.92	3,629.42	88,556.50	8,370.98	3,253.44	5,624.72			20,389.83	20,406.73	239,601.45
320	WATER CAPITAL PROJECTS			285,929.39			4,890.22	190.12						291,009.73
330	SEWER CAPITAL PROJECTS			17,602.52			5,343.18	148.38						23,094.08
340	SANITATION CAPITAL PROJ													0.00
350	CAPITAL PROJECTS	545,144.32		332,959.91	3,000.00	74,524.59	65,499.27			385.68				1,021,513.77
355	LID CONSTRUCTION													0.00
380	HAMILTON - PARKS & REC													0.00
890	URA								19.95					19.95
	TOTAL	640,212.41	14.85	766,545.74	219,865.16	534,002.50	270,050.42	3,591.94	24,827.13	385.68	(792.84)	547,515.39	549,071.82	3,555,290.20

WIRE Transfers:

Maureen Lafin

Anne Zabala

Sarah L. Banks, Finance Director

Art Bettge

RECEIPTS REPORT FOR JANUARY 2021

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	2,543,116.52	117,059.69	68,934.51	2,799,454.34	140,851.52	13,161.53	5,306.85	379,722.10	0.00	6,086.55	6,073,693.61
105	STREETS	448,197.25	0.00	0.00	310,072.74	24,562.35	0.00	0.00	0.00	0.00	0.00	782,832.34
120	RECREATION AND CULTURE	0.00	0.00	100.00	0.00	3,269.85	0.00	0.00	0.00	0.00	0.00	3,369.85
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,340.71	0.00	0.00	0.00	0.00	0.00	0.00	5,340.71
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	1,474.30	0.00	0.00	0.00	0.00	0.00	1,474.30
220	WATER	0.00	0.00	0.00	0.00	463,017.80	0.00	2,600.55	0.00	0.00	0.00	465,618.35
230	SEWER	0.00	0.00	0.00	0.00	888,568.13	0.00	895.74	336.96	0.00	0.00	889,800.83
240	SANITATION	0.00	0.00	0.00	0.00	464,346.95	0.00	0.00	0.00	0.00	0.00	464,346.95
290	FLEET	0.00	0.00	0.00	0.00	76,289.15	0.00	0.00	0.00	0.00	0.00	76,289.15
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	-19.95	0.00	0.00	111,956.05
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	26,712.85	0.00	0.00	3,552.49	149.91	0.00	388.39	30,803.64
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.80	26.80
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	863.31	0.00	0.00	0.00	863.31
590	BOND & INTEREST	426,059.76	0.00	0.00	0.00	0.00	0.00	6.99	0.00	0.00	0.00	426,066.75
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	3,417,373.53	117,059.69	69,034.51	3,141,580.64	2,174,356.05	13,161.53	13,225.93	380,189.02	0.00	6,501.74	9,332,482.64

City of Moscow
Cash and Investments
Balances as of 1/31/2021

Fund		Year to Date Balance
General Fund	\$	8,447,128.37
Street Fund	\$	1,885,479.08
Culture & Recreation	\$	1,119,393.89
MSDCPF	\$	173,846.38
1912 Fund	\$	55,672.36
Transit Center	\$	100,898.06
Water Fund	\$	2,744,857.82
Sewer / WRRF	\$	4,225,492.55
Sanitation Fund	\$	2,869,969.50
Fleet Fund	\$	4,692,854.90
Information Systems	\$	2,689,119.01
Water Capital	\$	7,213,472.87
Sewer Capital	\$	13,848,486.38
Capital Projects	\$	10,373,703.08
Sanitation Capital	\$	6,474,610.61
LID construction	\$	26,487.64
Hamilton	\$	2,112,855.23
Bond & Interest	\$	819,823.57
LID Funds	\$	32,226.23
Payroll Service	\$	995,181.46
Total Cash & Investments	\$	70,901,558.99

COMMITTEE STAFF REPORT

DATE: Monday, February 8, 2021



RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Southeast Booster Station Improvements Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

DESCRIPTION

The City of Moscow Southeast Booster Station Improvements project includes modifications to the existing Southeast Booster Station. The bid consists of the following improvements: an onsite chlorine generation and injection system, a new magnetic flow meter installed in a vault outside the booster station, a new motor control center, a new motor and variable frequency drive for booster pump #1, associated control system modifications, a chlorine residual analyzer and sampling line, a new main disconnect switch, and connection of existing standby power generator and automatic transfer switch to the new power distribution system. The City published an advertisement for bids on January 9, 2021 and the Engineer's estimate for construction is \$258,900.00.

Bids were opened on Tuesday, January 26, 2021. One responsive bid was received, with a bid of \$251,000.00 from TML Construction, Inc. A complete Bid Tabulation is attached.

STAFF RECOMMENDATION

Recommend acceptance of the low bid from TML Construction, Inc., award the contract for the bid amount of \$251,000.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the low bid from TML Construction, Inc., award the contract for the bid amount of \$251,000.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

Funding for the project will be expended from Water Capital Projects line item 320-320-70-770-62 Energy Control & Supply. Expenditure of \$251,000.00 plus an additional 10% allocated for possible change orders to fund contract with TML Construction, Inc. for construction of project.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. SE Booster Station - Welch-Comer Recomm Award Pkt
2. Construction Agreement

January 27, 2021

Mr. Scott Bontrager, P.E.
City of Moscow
221 East Second Street
Moscow, ID 83843

Re: Moscow Booster Station Improvements

Dear Mr. Bontrager:

Enclosed please find the bid tabulation and review checklist for the bids which were received at your office for the Moscow Booster Station Improvements Project. We have reviewed the bid package received and it seems to be responsive.

Welch Comer & Associates recommends awarding the base bid, in the amount of \$251,000 to the low bidder, TML Construction, Inc. Should the Council concur with our recommendation, please sign the Notice of Award (attached) and return to our office for immediate processing.

Should you have any questions, please contact our office.

Sincerely,
Welch Comer & Associates, Inc.



Steven B. Cordes, P.E.
Vice President

SBC/lmt
Enclosures

**CITY OF MOSCOW
MOSCOW SOUTHEAST BOOSTER STATION IMPROVEMENTS
BID SUMMARY***
Bid Opening Tuesday January 26, 2021

CONTRACTOR	BASE BID
TML Construction, Inc.	\$ 251,000.00

* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.

CITY OF MOSCOW							
MOSCOW SOUTHEAST BOOSTER STATION IMPROVEMENTS							
BID TABULATION							
Bid Opening: Tuesday January 26, 2021							
				Engineer's Estimate		TML Construction, Inc.	
Pay Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Amount	Unit Price	Total Amount
015050.01	Mobilization	LS	1	\$ 12,300.00	\$ 12,300.00	\$ 11,000.00	\$ 11,000.00
221005.01	Chlorine Generation System and Injection Pump	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 30,000.00	\$ 30,000.00
221005.02	Chlorine Residual Analyzer	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00
221005.03	Water Meter/Vault/Site Piping	LS	1	\$ 66,800.00	\$ 66,800.00	\$ 54,000.00	\$ 54,000.00
260001.01	General Electrical	LS	1	\$ 148,800.00	\$ 148,800.00	\$ 150,000.00	\$ 150,000.00
	TOTAL CONSTRUCTION COST				\$ 258,900.00		\$ 251,000.00

BID REVIEW CHECKLIST PRIOR TO RECOMMENDATION

OWNER: CITY OF MOSCOW

PROJECT: MOSCOW SOUTHEAST BOOSTER STATION IMPROVEMENTS

Open Date: Tuesday January 26, 2021

CONTRACTOR	TML Construction, Inc.
BID AMOUNT (Basis of Bid Award)	\$ 251,000.00
PUBLIC WORKS LICENSE NO.	PWC-C-14401
License Limit (See List)	Unlimited
License Confirmed with the License Board at www.dbs.idaho.gov	Yes
BID PACKAGE	
Are all forms filled out completely and correctly?	
ALL ADDENDA ACKNOWLEDGED?	Yes
BID PROPOSAL FORM	Yes
BID SCHEDULE	Yes
FORM OF BID SECURITY	Bond
Surety Company Confirmed at www.fms.treas.gov/c570/index.html ?	Yes
LIST OF SUBCONTRACTORS	yes
PLUMBING	N/A
HVAC/BOILER	N/A
ELECTRICAL	Gropp Heating, Air and Electric LLC
NON-COLLUSION AFFIDAVIT	Yes
CONTRACTOR FOR PW TO PAY ALL TAXES	Yes
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES	Yes

Bid Review Performed By: Lina Turner

**CONSTRUCTION AGREEMENT
FOR MOSCOW SOUTHEAST BOOSTER STATION IMPROVEMENTS
BETWEEN CITY OF MOSCOW, IDAHO
AND TML CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR MOSCOW SOUTHEAST BOOSTER STATION IMPROVEMENTS BETWEEN CITY OF MOSCOW, IDAHO AND TML CONSTRUCTION, INC. (hereinafter "Agreement"), dated this _____ day of _____, 2021, 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 TML Construction, Inc. P.O. Box 2970, Hayden, ID 83835 (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 Southeast Booster Station Improvements
City of Moscow Project No. 105-019
3. Bid/Proposal of CONTRACTOR, dated January 26, 2021, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Addenda issued prior to the opening of bids, to be physically attached to this Agreement;
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 Southeast Booster Station Improvements"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed within one hundred eighty (180) calendar days of the notice to proceed, 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 are 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 by 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 Two Hundred Fifty-one Thousand and 0/100 Dollars (\$251,000.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Two Hundred and Fifty-one Thousand and 0/100 Dollars (\$251,000.00) 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 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:

TML Construction, Inc.
PO Box 2970
Hayden, ID 83835

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

TML 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 _____, 2021, 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 TML Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____