

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, July 26, 2021

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. The meeting is open to the public but due to the continued presence of COVID-19 cases in our area, we encourage those that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when distance is unable to be maintained. 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 and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda may also communicate with the City Council through email (council@ci.moscow.id.us). Please note that Council Committee meetings are televised, videotaped and/or recorded. The meeting is streamed on YouTube and Spectrum Cable 1301. A link to stream the meeting can be found on the City website (www.ci.moscow.id.us). Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of July 12, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

2. Lot Division at 2209 Shelby Lane (ACTION ITEM) - Aimee Hennrich

The applicant, Wesley Michaels, is requesting a lot division located at 2209 Shelby Lane. The existing lot is 24,325 sf in size and the applicant is proposing to divide the lot into two lots of approximately 12,039 sf and 12,229 sf in size. The subject property is currently vacant and is located within the Low Density, Single Family Residential Zoning District (R-1). Within the R-1 Zoning District lots are required to be no less than 9,600 square feet in size and each lot must have a minimum lot width of 80 feet. Flag lots are required to be at least 20 feet wide and no more than 150 feet long for the flag pole portion of the lot. The proposed lots meet all of the minimum standards for lots located within the R-1 Zone.

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

3. South US95 Sewer Water Extension Bid Award (ACTION ITEM) - Bob Buvel

This project consists of the extension of public water and sewer mains south of the S. Fork Palouse River prior to the construction of the Idaho Transportation Dept. U.S. 95 Thorn Creek Project. The goal of the project is to install approximately 1,900 linear feet of sanitary sewer main and 950 linear feet of water main along the U.S. 95 right-of-way prior to construction of the ITD project to ensure utility services are available for future development in south Moscow and preventing future disruption to highway traffic and expensive surface restoration in the future once the highway project is complete.

Bids were opened on Thursday, July 8, 2021. Four bids were received, ranging from \$679,671 to \$1,285,543. Upon review, the apparent low bid from Western Construction was withdrawn by the bidder due to a mathematical error in their bid. Of the remaining responsive bids received, ML Albrights &

Sons, Inc was found to be the lowest responsive bid with a bid total of \$1,208,190.40. The full bid tabulation and the non-responsive bid letter sent to Western Construction are attached.

PROPOSED ACTIONS: Recommend acceptance of the low bid from ML Albrights & Sons, Inc., award the contract for the bid amount of \$1,208,190.40, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

REPORTS

Staff Report (if needed)

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, July 12, 2021

4:00 PM

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

The meeting was called to order at 4:00 p.m.

PRESENT: Art Bettge, Maureen Laflin, Brandy Sullivan

OTHERS: Mayor Bill Lambert, Councilmember Taruscio, Councilmember Kelly

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Alisa Anderson, Nate Suhr, Sarah Banks, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of June 28, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes were approved as presented.

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

Presentation of the Accounts Payable Report for the month ending June, 2021.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of June 2021.

Banks introduced the report by highlighting major expenses for the previous month, including the new police facility construction, a BS&A software payment, the Indian Hills water line improvement project, and a SE booster station payment. The Committee approved the disbursement report, authorized the use of digital signatures and that it be placed on the Council consent agenda.

3. Third Quarter Financial Report April 1, 2021 to June 30, 2021 for FY2021 (ACTION ITEM) - Sarah Banks

Presentation of the financial report for the third quarter of Fiscal Year 2021 (April 1, 2021 to June 30, 2021).

PROPOSED ACTIONS: Approve the FY2021 Third Quarter Report, or provide staff further direction.

Banks reviewed the Quarterly Financial Report from the packet. At this time, staff would anticipate about 75% of the budget spent. Items listed at 100% are transfers completed at the beginning of the fiscal year. General Fund revenues listed at 96% are due to the City receiving the first payment of ARPA Funds and the remainder of CARES Funds. City-wide revenues are currently at 46.39% and expenditures at 43.34%. The Transit Center is currently at 116% revenue and may be due to payments implemented from previous years. Needing no further discussion, the Committee approved the report and recommended it be placed on the Council consent agenda.

4. State/Local Agreement – Construction – 3rd Street Safety Improvements Phase 1 and 2 - (ACTION ITEM) Nate Suhr / Alisa Anderson

The City applied for grants in 2017 and 2018 and was awarded both through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which is managed by LHTAC on behalf of the Idaho Transportation Department (ITD). The combined projects are located on Third Street (aka Hwy. 8) Lieuallen Street to 150' east of Lilly (Phase 1) to Jackson Street (aka US Hwy. 95) Phase 2. The project will remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter while eliminating unused existing driveway,

and include installation of LED luminaires to increase night-time visibility.

The City has been awarded \$419,986 in federal funds for Phase 1 construction requiring a match of \$280,474 with total project costs estimated at \$496,423; in addition to a Phase 2 award of \$335,410 in federal funds requiring a match of \$22,199 with total project costs estimated at \$361,688. Phase 1 and 2 combined total federal grant funding is \$1,175,878, city match of \$302,673, and total construction project costs of \$1,478,551. The Moscow Urban Renewal Agency is contributing \$107,750 (included in the City match listed above) to the LHSIP projects to assist with funding for the luminaires as part of their goal to improve infrastructure amenities within the Legacy Crossing District.

ACTION: Recommend approval of the State/Local Agreement(s) (Construction) and corresponding Resolution(s), Project Nos. A020(483) Key 20483 and A021(997) Key No. 21997 3rd Street Safety Improvements Phase 1 and 2, or provide staff further direction.

Anderson introduced the item as written above. The City initially applied for the grant in 2016 and was denied for being too large of a project. The City has since downsized the project by splitting it into 2 phases. The project will include a 10-foot shared-use path on the Northside of the project. The goal of the project is to address pedestrian and rear-end accidents by increasing illumination and pedestrian warning. The City is researching improvements for the pedestrian crossing at Lieualen but is not a part of this particular project. With concerns about the varying size of the shared-use path, Belknap explained it is the best option considering the right of way. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Community Development Block Grant Contract - Park Improvements (ACTION ITEM) - Alisa Anderson / Nate Suhr

The City applied for a \$225,000 Idaho Community Development Grant (ICDBG) for Public Parks Improvements from the Idaho Department of Commerce (IDOC) on September 21, 2020 and received notice of award for the full amount on November 2, 2020. The request included ADA improvements at both Mountain View Park and Indian Hills Park. The proposed combined projects will create an interconnected system of ADA available parking, pathways, and facilities that will allow full use of both parks for all members of the community. Staff anticipates the completion of both park projects in the late fall of 2021.

PROPOSED ACTIONS: Recommend approval of the Community Development Block Grant Contract for the Mountain View Park and Indian Hills Park ADA Access Projects, or provide staff further direction.

Anderson and Suhr introduced the item as written above. An 8-foot pedestrian pathway and restroom remodeling will be completed at Mountain View Park to be ADA compliant. Indian Hills Park will also have the restroom remodeled to be ADA compliant. Both parks will have family-friendly and gender-neutral facilities. Additional costs for the project have been accounted for in the FY2021 budget, including design work, construction match, and in-kind services. The Committee recommended approval and that it be placed on the Council consent agenda.

6. Indian Hills Eighth Stormwater Utility Easement Vacation (ACTION ITEM) - Bob Buvel

In 2010 The Indian Hills Trading Company, LLC granted a stormwater utility easement necessary to convey stormwater running off the Indian Hills Eighth Development through what would later become the Indian Hills Ninth development. Improvements installed within Indian Hills Ninth, Phase Two, replaced the conveyance structure within the subject easement rendering the easement unnecessary. This vacation releases the City of Moscow rights associated with said easement.

PROPOSED ACTIONS: Recommend approval of the Indian Hills Eighth Stormwater Utility Easement Vacation, or provide staff further direction.

Belknap introduced the item as written above. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

7. Recommendation to Declare Certain Past Due Utility Bills Uncollectable and Reinstate Collection Policies (ACTION ITEM) - Gary J. Riedner

In April, 2020, in response to the COVID-19 pandemic, the City suspended certain past-due utility billing collection practices, including assessing of late fees and water shut-off procedures. These practices were suspended to provide relief to utility billing customers who were suffering financial hardship because of the effects of the pandemic. In the interim since April 2020, the City has implemented new enterprise-wide financial software, and on February 16, 2021 the City Council adopted Resolution 2021-01, which implemented a revised utility billing procedure, which placed the responsibility for payment of utility bills on the owner of the property being served by the utility. This revised utility billing procedure was implemented for the March, 2021 billing cycle.

Staff is requesting authorization to declare past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor. Declaring such past-due utility bills uncollectable provides relief to some utility customers from the effects of the pandemic. Staff is also requesting authorization to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills.

PROPOSED ACTIONS: Recommend authorization to declare past due utility bills for billing periods prior to the March, 2021 billing cycle as uncollectable, as described in the attached memo from the City Supervisor, and to return to the practices of assessing late fees and shut-off procedures to assist in collection of past-due utility bills, or provide staff further direction.

Riedner introduced the item as written above and explained that past due utility bills have been discussed since 2004. Collection practices were put on hold as of March 2020 per Council direction due to COVID to provide relief to those who may have had a financial hardship. The City is still carrying \$143,054 in past dues, including bills dated before March 2020. Of this amount, \$87,960 is residential, \$42,576 is commercial, \$9,551 is multi-family, and the remainder is sewer-only residencies located in various parts of town. Enforcing late fees and shut-off practices have not been done since March of 2020. Those residencies that are enrolled in a payment plan are not included in these amounts. Finding those responsible for these past due amounts would be challenging to track and are most likely no longer in Moscow. The only individuals who are on a payment plan are paying current bills and not any outstanding dues. The Committee recommended approval and that it be placed on the regular agenda.

ADJOURN

The meeting adjourned at 4:33 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, July 26, 2021



RESPONSIBLE STAFF

Aimee Hennrich

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lot Division at 2209 Shelby Lane (ACTION ITEM) - Aimee Hennrich

DESCRIPTION

The applicant, Wesley Michaels, is requesting a lot division located at 2209 Shelby Lane. The existing lot is 24,325 sf in size and the applicant is proposing to divide the lot into two lots of approximately 12,039 sf and 12,229 sf in size. The subject property is currently vacant and is located within the Low Density, Single Family Residential Zoning District (R-1). Within the R-1 Zoning District lots are required to be no less than 9,600 square feet in size and each lot must have a minimum lot width of 80 feet. Flag lots are required to be at least 20 feet wide and no more than 150 feet long for the flag pole portion of the lot. The proposed lots meet all of the minimum standards for lots located within the R-1 Zone.

STAFF RECOMMENDATION

Recommend approval of the lot division request with no conditions.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials.1
2. NPM LUP2021-0025 - 2209 Shelby Ln LD - PWF 7-26-21

Wesley Michaels
PO Box 10
Troy, ID 83871

5/4/2021

City of Moscow
Mayor & City Council
Community Development & Engineering Department
Paul Mann Building
221 East Second St.
Moscow, ID 83843

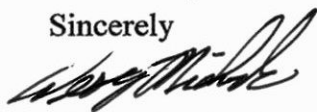
Dear Mayor & City Council

The intent of this letter is a request for a lot division on what is commonly known as 2209 Shelby St., Parcel ID RPM0985002016AA, legal description Southgate 1st ADD Blk 2 Lot 16 Less TAX #8144 here in Moscow. My intent is to divide the lot making it into two approximately equal lots in size. The lot is 24325 sq ft and fronts both Shelby St. and Holiday St. With the lot division, one lot would have it's access off of Holiday St and the other lot off of Shelby St. The lot is zoned R-1, but is not bound by any CC& R's so upon the lot division the square footage of the lots would meet the requirements of the R-1 zoning, and since each lot would have it's access off of different streets it meets the City of Moscow's requirements for a lot division.

Please see the attached dimension and scale site plan.

Thank you for your time and consideration.

Sincerely



Wesley Michaels
Po Box 10
Troy, ID 83871

491042

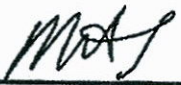
**Amendment to Covenants, Conditions and Restrictions,
Southgate Addition
To the City of Moscow
Latah County, State of Idaho**

This amendment is made as of 9/23/04 to the declaration of covenants, conditions and restrictions dated 8/30/04, recorded in Latah county, Idaho under recorder's number 490227. This amendment pertains to the following described real property lying and situated in the City of Moscow, Latah County, Idaho, to witness: Lot 16, Block 2, Southgate Addition.

Lot 16, Block 2, Southgate Addition to be exempt from the declaration.

All other provisions of the Declaration remain in full force and effect.

Declarant:

 9/29/04

Mike Salisbury

491042

AT THE REQUEST OF:
Bennett & Assoc.
 DATE & HOUR: 9:30:04 10:58
 SUSAN PETERSEN
 LATAH COUNTY RECORDER

FEE \$ 60. BY S. Wilson
 M/ 2045 Main St
 Moscow ID 83843

STATE OF IDAHO)
)
 COUNTY OF LATAH)

On this 29 day of September 2004 before me, the undersigned notary public in and for the State, personally appeared Michael A. Salisbury
 Know or identified to me to be whose name is subscribed in the foregoing instrument, and acknowledged to me the same.

IN WITNESS WHEREOF, I have set my hand and notarial seal on this date.

Susan R. Wilson
 Notary Public for Idaho

Residing at Troy, ID
 My commission expires: 4-23-09



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**SOUTHGATE ADDITION**

TO THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Declaration") is made this 20 day of August, 2004, by JEMCA (hereinafter referred to as "Declarant"), with reference to the following facts:

A. Declarant is the owner of the following described real property lying and situate in the City of Moscow, Latah County, Idaho, to wit:

Block 1, Lots 1-9; Block 2, Lots 1-17; Block 3, Lots 1-15

(hereinafter collectively referred to as the "Property")

B. Declarant has subdivided the Property into forty (40) lots with access roads and sewer, water and other utility systems to service the Property.

C. The purpose of this Declaration is to impose upon the Property mutually beneficial restrictions under a general plan of operation for the benefit of all of said Lots and the owners thereof. Declarant's intent is not to interfere unnecessarily with any owner's reasonable use and enjoyment of his/her lot but to impose architectural, use and other restrictions on the Property to improve and maintain property values by ensuring an attractive and desirable residential development.

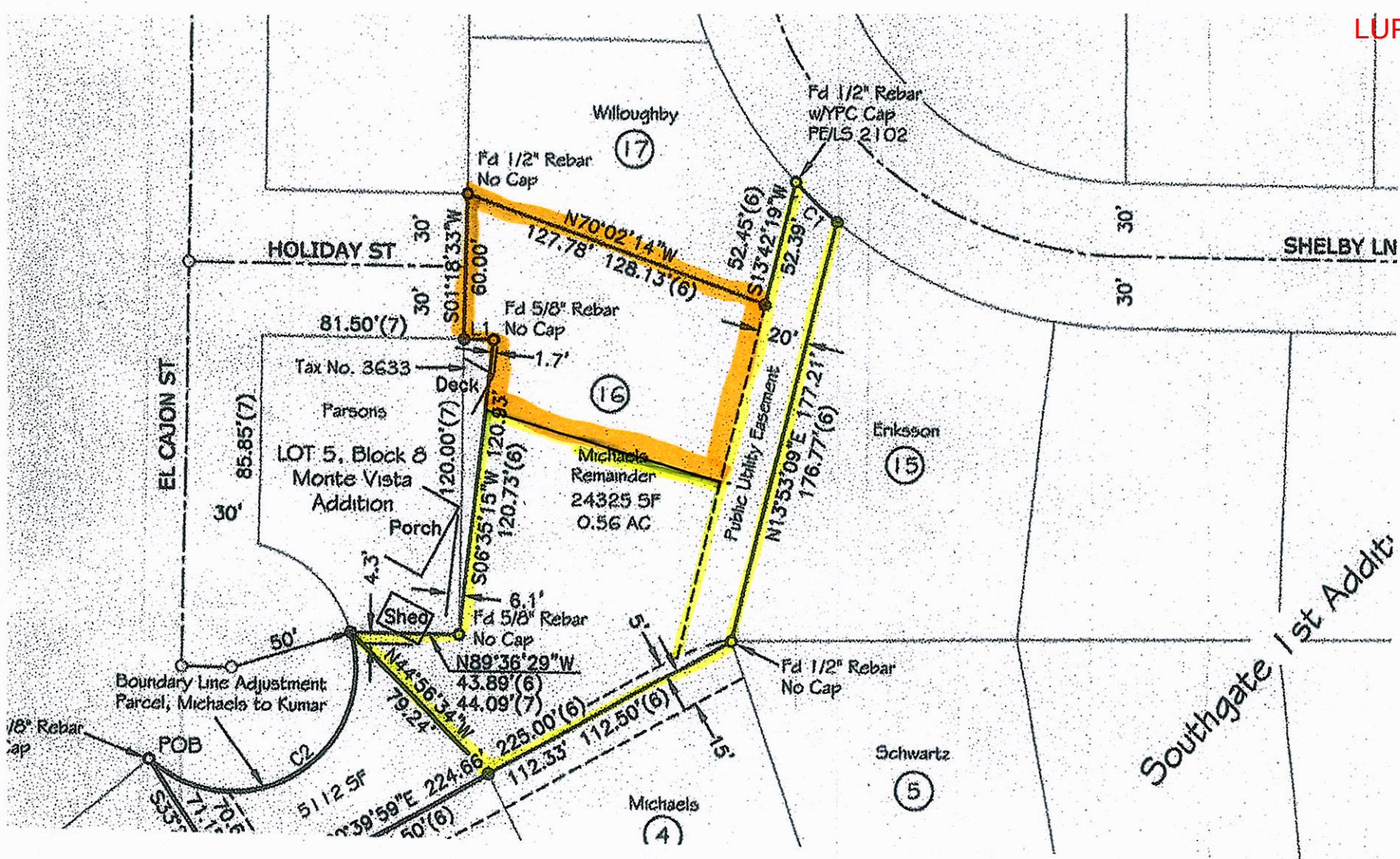
D. "Lot", as that term is used in this Declaration, shall mean and refer to any plat of land shown upon the then effective subdivision map or maps affecting the Property.

ARTICLE I**DECLARATION**

1. Declaration. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof. All of the limitations, covenants, conditions and restrictions shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns and all parties having or acquiring any right, title or interest in or to any part of the Property.

ARTICLE 2**COVENANTS, CONDITIONS AND RESTRICTIONS**

2. Covenants, Conditions and Restrictions. The following covenants, conditions and restrictions shall apply to the Property:





Section 16, T39N, R5W, BM

Survey References:
1. 9

Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Rick Taylor in August 2020.

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found X corner of X and the found X corner of X, said bearing being X°XX'XX"X.

Surveyor Narrative

1. The purpose of this survey was to locate, monument and map the boundaries of SUBJECT PARCEL, per DEED, Instrument #XXXXXX, and to achieve some other objective, as shown hereon.
2. The X line of X was located to establish the Basis of Bearings and primary boundary control. The Parcel described in DEED was related to project basis and located accordingly.

Legend

- Set Monument
- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Found Iron Pipe
- Found 5/8" Diameter Rebar
- Calculated Position
- Scribe in Concrete
- Found Centerline Monument
- Found Right-of-Way Monument
- Found Stone
- Block Number
- Lot Number
- Record Data - See Survey References
- Boundary Line
- Lot Line
- Fence Line
- Section/Section Subdivision Line
- Centerline
- Right-of-Way
- Easement

NO. _____ AT THE REQUEST OF: _____
DATE & HOUR: _____ M.
HENRIANNE WESTBERG
LATAH COUNTY RECORDER

SCALE: 1"=20'

1 of 1



Record of Survey for:
Wayne Browning
Latah County, Idaho

Drafted by: JSH
Checked by: SW/MED
File Name: 4467 ROS.dwg
Tab: Layout
Plot Style: OCE.ctb
Project: 4467-06-21
Date: 6/1/21

1 of 1

06/17/2021

Legal Description by Hodge & Associates
For Wayne Browning
Parcel 1

A parcel of land, located in Lot 16, Block 2, of the Southgate First Addition to the City of Moscow, Instrument #490155, Latah County Records, Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

Beginning at the southwest corner of Lot 17, Block 2 of said Southgate First Addition;
Thence along the south line of said Lot 17, S70°02'41"E, 127.78 feet to the southeast corner of said Lot 17 and a point on west line of a public utility easement shown in said Southgate First Addition;
Thence along the west line thereof, S13°51'31"W, 109.72 feet;
Thence leaving said west line, N70°05'07"W, 95.50 feet to the east line of Lot 5, Block 8, of the Monte Vista Addition to the City of Moscow, Instrument #253967, Latah County Records;
Thence along the east line thereof, N06°35'30"E, 58.00 feet to the northeast corner of said Lot 5;
Thence along the north line of said Lot 5, S89°56'04"W, 12.00 feet to west line of said Lot 16;
Thence along the west line thereof, N01°18'48"E, 60.00 feet to the **Point of Beginning**.

Parcel contains 12,039 square feet, more or less.



06/17/2021

Legal Description by Hodge & Associates
For Wayne Browning
Parcel 2

A parcel of land, located in Lot 16, Block 2, of the Southgate First Addition to the City of Moscow, Instrument #490155, Latah County Records, Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

Commencing at the southwest corner of Lot 17, Block 2 of said Southgate First Addition;
Thence along the south line of said Lot 17, S70°02'41"E, 127.78 feet to the southeast corner of said Lot 17, a point on west line of a public utility easement shown in said Southgate First Addition, and the **Point of Beginning**;

Thence along the west line thereof, N13°51'31"E, 52.37 feet to the south right-of-way line of Shelby Lane;

Thence along said south right-of-way line, 23.27 feet along a non-tangent curve to the left, said curve having a Delta = 7°24'27", Radius = 180.00 feet, Chord = 23.26 feet and a Chord Bearing = S46°12'06"E to the northwest corner of Lot 15, Block 2 of said Southgate First Addition;

Thence leaving said south right-of-way line, along the west line of said Lot 15, S13°53'24"W, 177.21 feet to the southwest corner of said Lot 15;

Thence along the north line of Lot 4, Block 2 of said Southgate First Addition, S60°40'14"W, 112.33 feet to the northwest corner of said Lot 4;

Thence along the east line of a parcel of land described in Warranty Deed, Instrument #612961, Latah County Records, N44°56'19"W, 79.24 feet to the south line of Lot 5, Block 8, of the Monte Vista Addition to the City of Moscow, Instrument #253967, Latah County Records;

Thence along the south line thereof, S89°36'14"E, 43.89 feet to the southeast corner of said Lot 5;

Thence along the east line of said Lot 5, N06°35'30"E, 62.93 feet;

Thence leaving said east line, S70°05'07"E, 95.50 feet to a point on the west line of a public utility easement shown in said Southgate First Addition;

Thence along the west line thereof, N13°51'31"E, 109.72 feet to the **Point of Beginning**.

Parcel contains 12,299 square feet, more or less.



NOTICE OF PUBLIC MEETING

Proposed Lot Division at 2209 Shelby Lane in the City of Moscow, Idaho
Permit Application LUP2021-0025

A public meeting before the Public Works/Finance Committee of the City Council will be conducted during which the following proposal will be considered:

A lot division to divide one 24,325 sf parcel into two parcels of approximately 12,042 sf and 12,283 sf. The property is currently addressed as 2209 Shelby Lane in the City of Moscow, as shown on the vicinity map below.

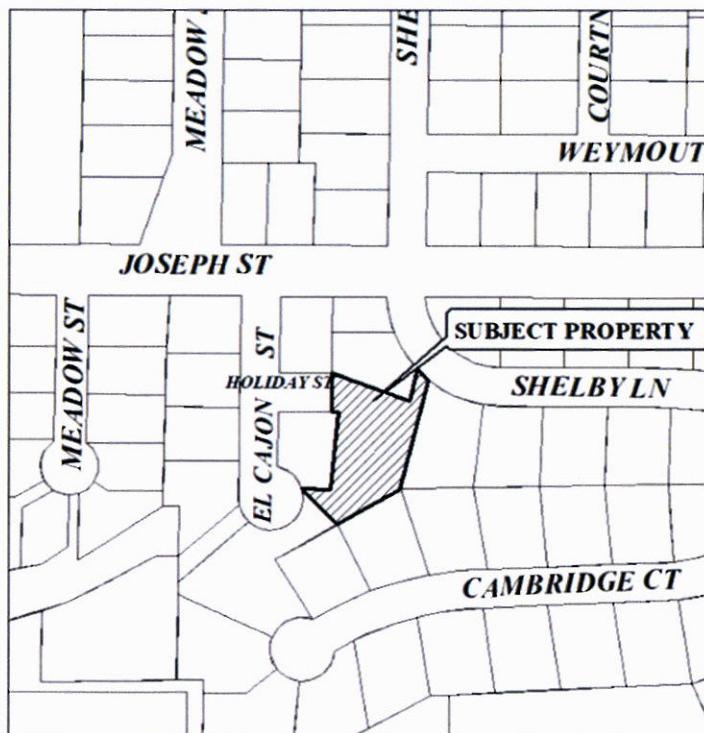
MEETING DATE: Monday, July 26th, 2021

LOCATION OF MEETING: Council Chambers, Second Floor, Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 3:00 p.m.

Note: Meeting start time is not necessarily indicative of discussion start time for the application advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting.

The file containing information on this matter is available for public review (an appointment may be necessary) at the Community Planning & Design Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. You may also call 883-7035 to get a meeting agenda, further information on the application, the public hearing process and/or to request a meeting with City Staff. <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie Hopkins, Moscow City Clerk


Jennifer Fleischman, Deputy City Clerk

Published: July 10, 2021

COMMITTEE STAFF REPORT

DATE: Monday, July 26, 2021



RESPONSIBLE STAFF

Bob Buvel

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

South US95 Sewer Water Extension Bid Award (ACTION ITEM) - Bob Buvel

DESCRIPTION

This project consists of the extension of public water and sewer mains south of the S. Fork Palouse River prior to the construction of the Idaho Transportation Dept. Thorne Creek Project. The goal of the project is to install approximately approximately 1900 linear feet of sanitary sewer main and 950 linear feet of water main along the US95 right-of-way prior to construction of the ITD project preventing future disruption to highway traffic and expensive surface restoration in the future.

In 2018 the initial planning level cost estimate of the project was \$370,694 but the budget was increased to \$605,000 when the CIP was updated in 2020 for FY2021 and new construction costs were factored in. Once a detailed design was completed it was discovered that increased depth of the sewer line and increased pipe size for the water line would have a significant impact on the cost of the project and the engineer's estimate was updated to \$874,790.00. The City published an advertisement for bids on June 19th and 26th, 2021 and bids were opened on Thursday, July 8, 2021. Upon review, the apparent low bid from Western Construction was withdrawn by the bidder due to a mathematical error in their bid. Of the remaining responsive bids received, ML Albrights & Sons, Inc was found to be the lowest responsive bid with a bid total of \$1,208,190.40. The full bid tabulation and the non-responsive bid letter sent to Western Construction are attached.

STAFF RECOMMENDATION

Recommend acceptance of the low bid from ML Albrights & Sons, Inc., award the contract for the bid amount of \$1,208,190.40 , 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 ML Albrights & Sons, Inc., award the contract for the bid amount of \$1,208,190.40 , 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 Sewer Capital Projects line item 330-330-60-770-45 Sewer Main Program and Water Capital Projects Line item 320-320-70-770-73 - Improvements- Water Lines. Expenditures of \$947,368.60 from Sewer Capital, \$260,821.80 from Water Capital plus an additional 10% allocated for possible change orders will fund the contract with ML Albrights & Sons, Inc. for the construction of project. There are adequate Sewer and Water Capital Fund Balances to absorb the additional cost increase presented in the accepted bid.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. South US95 SewerWater Extensio Bid Tabulation
2. ConstructionAgreement-South US95 Sewer Water Extension_final
3. Western Construction Non-Responsive Bid Letter

South US95 Sewer Water Ext. Bid Tabulation
Bids Opened 07/8/2021

				Engineers Estimate		Bid From: ML Albright & Sons		Bid From: Germer Construction		Bid From: S&L Underground, Inc.		Bid From: Western Construction	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total	Price	Total
1	Removals												
SP1.1	Remove and Dispose of Bituminous Surface	414	SY	\$10.00	\$4,140.00	\$6.65	\$2,753.10	\$28.00	\$11,592.00	\$12.00	\$4,968.00	\$30.00	\$12,420.00
SP1.2	Remove and Reinstall Chain-link Fence	1	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$4,800.00	\$4,800.00	\$10,000.00	\$10,000.00	\$1,600.00	\$1,600.00
SP1.3	Remove and Dispose of Trees	1	LS	\$15,000.00	\$15,000.00	\$9,800.00	\$9,800.00	\$12,750.00	\$12,750.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
2	Water												
SP2.1a	12-Inch C900 Water Pipe (Class D Backfill)	339	LF	\$150.00	\$50,850.00	\$124.20	\$42,103.80	\$95.00	\$32,205.00	\$135.00	\$45,765.00	\$65.00	\$22,035.00
SP2.1b	16-Inch C900 Water Pipe (Class D Backfill)	783	LF	\$180.00	\$140,940.00	\$123.00	\$96,309.00	\$134.00	\$104,922.00	\$160.00	\$125,280.00	\$75.00	\$58,725.00
SP2.2	6-Inch Ductile Iron Water Pipe (Class D Backfill)	23	LF	\$110.00	\$2,530.00	\$83.65	\$1,923.95	\$61.00	\$1,403.00	\$115.00	\$2,645.00	\$230.00	\$5,290.00
SP2.3a	12-Inch Butterfly Valve	3	EA	\$4,000.00	\$12,000.00	\$2,735.50	\$8,206.50	\$2,809.00	\$8,427.00	\$3,500.00	\$10,500.00	\$4,300.00	\$12,900.00
SP2.3b	16-Inch Butterfly Valve	4	EA	\$5,000.00	\$20,000.00	\$4,610.00	\$18,440.00	\$4,704.00	\$18,816.00	\$5,300.00	\$21,200.00	\$6,400.00	\$25,600.00
SP2.4	Hydrant with Tee and 6-Inch Gate Valve	2	EA	\$10,000.00	\$20,000.00	\$6,384.00	\$12,768.00	\$7,800.00	\$15,600.00	\$10,000.00	\$20,000.00	\$8,400.00	\$16,800.00
SP2.5	Connect to Existing Main	1	EA	\$1,000.00	\$1,000.00	\$3,604.00	\$3,604.00	\$3,800.00	\$3,800.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
	Sanitary Sewer												
SP3.1	Sanitary Sewer Manhole (4' Dia. 5' Depth)	8	EA	\$4,000.00	\$32,000.00	\$7,000.00	\$56,000.00	\$3,950.00	\$31,600.00	\$9,500.00	\$76,000.00	\$8,500.00	\$68,000.00
SP3.2	Sanitary Sewer Manhole Add. Depth (4' Dia. 5')	117	VF	\$100.00	\$11,700.00	\$120.15	\$14,057.55	\$585.00	\$68,445.00	\$400.00	\$46,800.00	\$1.00	\$117.00
SP3.3a	15-Inch PVC Sanitary Sewer (Class D; Depth <12')	800	LF	\$180.00	\$144,000.00	\$373.75	\$299,000.00	\$325.00	\$260,000.00	\$193.00	\$154,400.00	\$100.00	\$80,000.00
SP3.3b	15-Inch PVC Sanitary Sewer (Class C; Depth <12')	252	LF	\$170.00	\$42,840.00	\$228.20	\$57,506.40	\$300.00	\$75,600.00	\$154.00	\$38,808.00	\$90.00	\$22,680.00
SP3.4	12-Inch PVC Sanitary Sewer (Class D; Depth <12')	460	LF	\$160.00	\$73,600.00	\$395.40	\$181,884.00	\$315.00	\$144,900.00	\$182.00	\$83,720.00	\$100.00	\$46,000.00
SP3.5	8-Inch PVC Sanitary Sewer (Class D; Depth <12')	309	LF	\$150.00	\$46,350.00	\$270.00	\$83,430.00	\$300.00	\$92,700.00	\$175.00	\$54,075.00	\$100.00	\$30,900.00
SP3.6	16-Inch C905 Sanitary Sewer (Class C)	122	LF	\$200.00	\$24,400.00	\$468.00	\$57,096.00	\$150.00	\$18,300.00	\$210.00	\$25,620.00	\$100.00	\$12,200.00
SP3.7	6-Inch PVC Sanitary Sewer	30	LF	\$160.00	\$4,800.00	\$434.45	\$13,033.50	\$45.00	\$1,350.00	\$425.00	\$12,750.00	\$70.00	\$2,100.00
SP3.8a	Sanitary Sewer Pipe Additional Depth Class D	9184	S.F.	\$10.00	\$91,840.00	\$7.65	\$70,257.60	\$20.00	\$183,680.00	\$18.00	\$165,312.00	\$1.00	\$9,184.00
SP3.8b	Sanitary Sewer Pipe Additional Depth Class C	1620	S.F.	\$5.00	\$8,100.00	\$5.10	\$8,262.00	\$16.00	\$25,920.00	\$10.00	\$16,200.00	\$1.00	\$1,620.00
SP3.9	Sanitary Sewer Stream Crossing	1	LS	\$15.00	\$15,000.00	\$9,600.00	\$9,600.00	\$28,390.00	\$28,390.00	\$60,000.00	\$60,000.00	\$30,000.00	\$30,000.00
SP3.10	Sanitary Sewer 16-Inch Gate Valve	1	EA	\$15,000.00	\$15,000.00	\$8,975.00	\$8,975.00	\$8,400.00	\$8,400.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00
	Roadway												
SP4.1	1/2" Superpave HMA Pavement	90	TON	\$200.00	\$18,000.00	\$187.00	\$16,830.00	\$332.00	\$29,880.00	\$150.00	\$13,500.00	\$250.00	\$22,500.00
	MISC												
SP5.1	Erosion Control	1	LS	\$2,000.00	\$2,000.00	\$24,400.00	\$24,400.00	\$18,380.00	\$18,380.00	\$100,000.00	\$100,000.00	\$40,000.00	\$40,000.00
SP5.2	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$12,560.00	\$12,560.00	\$38,000.00	\$38,000.00	\$20,000.00	\$20,000.00
SP5.3	Mobilization	1	LS	\$63,700.00	\$63,700.00	\$98,950.00	\$98,950.00	\$64,000.00	\$64,000.00	\$130,000.00	\$130,000.00	\$100,000.00	\$100,000.00
				TOTAL	\$874,790.00	TOTAL	\$1,208,190.40	TOTAL	\$1,278,420.00	TOTAL	\$1,285,543.00	TOTAL	\$679,671.00

**CONSTRUCTION AGREEMENT
FOR SOUTH US95 SEWER/WATER EXTENSION
BETWEEN CITY OF MOSCOW, IDAHO
AND M.L. ALBRIGHT & SONS, INC.**

THIS CONSTRUCTION AGREEMENT FOR SOUTH US95 SEWER/WATER EXTENSION BETWEEN CITY OF MOSCOW, IDAHO, AND M.L. ALBRIGHT & SONS, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and M.L. Albright & Sons, Inc., 682 Lapwai Road, Lewiston, Idaho, 83501 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" see Attachment 'A', CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; 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. Drawings, Specifications and Proposal, Attachment 'A' for: South US95 Sewer/Water Extension, City of Moscow Project No. 117-019 consisting of 140 pages;
2. Bid Proposal of CONTRACTOR, dated July 8, 2021, see Attachment 'B', consisting of 12 pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of 5 pages; and
5. 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 General Conditions of Attachment 'A'.

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:

"South US95 Sewer/Water Extension"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before November 19, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with 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 Work in accordance with the Contract Documents in current funds in the amount of One Million Two Hundred Eight Thousand One Hundred Ninety and 40/100 Dollars (\$1,208,190.40), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of One Million Two Hundred Eight Thousand One Hundred Ninety and 40/100 Dollars (\$1,208,190.40), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signatures 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, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, 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 work; or through use of unacceptable materials in constructing the work; 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 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 services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services 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.

Anti-Boycott Against Israel Act. CONTRACTOR certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with I.C. 67-2346 will result in this Agreement being void as against public policy.

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 this 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 address:

CONTRACTOR:

M.L. Albright & Sons, Inc.
Marv Albright
6182 Lapwai Road
Moscow, Idaho 83843

CITY:

City of Moscow
Engineering Division
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 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:

M.L. Albright & Sons, Inc.

CITY:

City of Moscow, Idaho

By: Marv Albright

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Marv Albright, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for M.L. Albright & Sons, Inc.

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



Heart of the Arts



Bill Lambert
Mayor

Brandy Sullivan
Council President

Art Bettge
Council Vice-President

Sandra Kelly
Council Member

Maureen Laffin
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member



Gary J. Riedner
City Supervisor



City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



July 12, 2021

Mr. Case Stedham
Western Construction of Lewiston
3900 Industrial Way
Lewiston, ID 83501

Re: Non-Responsive Bid Letter, South US-95 Sewer/Water Extension Project

Dear Mr. Stedham:

This letter is to inform you that the bid that your firm submitted for South US-95 Sewer/Water Extension project was deemed non-responsive based on the Idaho statute 54-1904C. Staff reviewed the bid and your Bid Withdrawal Letter submitted electronically on July 9, 2021 and it was determined that the following clerical/mathematical errors were made:

- Bid items SP3.8a and SP3.8b were submitted at a unit price of \$1.00 each, but according to the Bid Withdrawal Letter, they were supposed to be submitted at \$51.00 and \$41.00 respectively, resulting in a large clerical/mathematical error.

We are sending you a copy of your submitted bid which includes a copy of the bid bond. We appreciate your interest in bidding on this project and hope you will continue to submit bids for future projects. Should you have any questions or require further information please contact me at (208) 883-7030 or sbontrager@ci.moscow.id.us.

Sincerely,

Scott Bontrager P.E.
Engineering Manager / City Engineer

Attachments:

Copy of Bid Proposal Package with Copy of Bid Bond