



Public Works / Finance Committee

Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

4:30 PM

Council Chambers

April 9, 2018

206 E. Third St.

Action Items

1. **Approval Of Public Works/Finance Committee March 26, 2018 Minutes – Laurie M. Hopkins**

Documents:

[PWF MINUTES 3-26-18.PDF](#)

2. **Disbursement Report For March 2018 – Sarah Banks**

Staff will present the Accounts Payable Report for the month ending March 2018.

ACTION:

Sign the Disbursements Report for the month of March 2018.

Documents:

[DISBURSEMENT REPORT FOR MARCH 2018.PDF](#)

3. **Second Quarter Financial Report (January 1, 2018 - March 31, 2018) For FY2018 - Sarah Banks**

Staff will present the financial report for the second quarter of fiscal year 2018 (January 1, 2018 - March 31, 2018)

PROPOSED ACTIONS:

Approve the report or provide staff further direction.

Documents:

[SECOND QUARTER FINANCIAL REPORT \(JANUARY 1, 2018 - MARCH 31, 2018\) FOR FY2018.PDF](#)

4. **Solid Waste Transportation And Disposal - Tim Davis**

The City of Moscow began exporting municipal solid waste in 1993. The City

has experienced very favorable transportation and disposal rates since that time. The original 1993 bid/contract was awarded to Waste Management, which at that time, had anticipated opening a regional landfill in Adams County Washington (Hooper/Washtucna area), only 74 miles away from Moscow and bid the project accordingly. The Adams County Regional Landfill did not come to fruition, which required Waste Management to haul and dispose of Moscow waste at Columbia Ridge Landfill in Arlington, Oregon, 224 miles from Moscow. Moscow has been fortunate to pay for hauling and disposal rates based on a 148 mile round trip rather than the actual 448 mile round trip. Empire Disposal of Colfax, Washington, was the original sub-contractor providing hauling services for Waste Management on the Moscow project. Empire Disposal was later acquired by Waste Connections, which inherited the sub-contract haul through the acquisition. In 2009, Waste Management assigned the Moscow transportation and disposal contract, with Moscow's approval, to Waste Connections, who also owns Finley Buttes Regional Landfill in Boardman, Oregon. By disposing of Moscow waste at Finley Buttes Regional Landfill, the round trip for each load was reduced by 40 miles. Waste Connections also implemented additional cost cutting measures by switching from 48 foot containers to 53 foot aluminum possum belly chip trailers, capable of hauling 23% additional volume payloads, thus reducing the frequency and number of loads necessary.

Staff approached the City's current solid waste transportation and disposal contractor, Waste Connections regarding the extension of Moscow's current transportation and disposal contract under the existing terms, but Waste Connections insisted that any extension be tied to a fuel peg price or surcharge escalator. Tying escalators to fluctuating fuel costs would leave the City vulnerable due to the uncertain nature of fuel costs.

Having a final 5 year option remaining on the current transportation and disposal contract and with prior City Council approval, staff issued a Request for Proposal to provide Solid Waste Transportation and Disposal on January 10, 2018, as an opportunity to test the market for competitive, longer term proposals, while maintaining the leverage of the final 5 year option. Proposals were evaluated by a committee consisting of City Supervisor Gary J. Riedner, City Attorney Mia Vowels, City Sanitation Operations Mgr. Tim Davis, Latah County Solid Waste Coordinator Amanda Bashaw and Whitman County Solid Waste Director David Nails. The committee unanimously rated a proposal received from Finley Buttes Limited Partnership, a subsidiary of Waste Connections (the current contractor for the City of Moscow), as the most favorable proposal. General terms of the proposal include a cost of service of \$51.75 per ton for transportation and disposal. This rate is an increase of approximately \$1.20 to \$1.30 per ton over the current rate beginning October 1, 2018. Annual cost escalator would remain 80% of the annual average fluctuation to the Consumer Price Index and not tied to fluctuating fuel costs or fuel peg prices or surcharges in any way. The initial term would begin on October 1, 2018, for a period of seven years with two additional five year options. If all options are exercised, the term of the contract would extend to September 30, 2035, or seventeen years. These term option periods allow the City flexibility to pursue other opportunities that may present themselves in the future. The Finley Buttes Limited Partnership proposal and cost of service, while slightly higher in cost per ton than current costs, provides twelve additional years of service and positions Moscow comfortably into the future with one of the most favorable transportation and disposal rates in the Pacific Northwest for municipalities that long haul waste.

PROPOSED ACTIONS: Recommend approval of the Finley Buttes Limited Partnership proposal to provide Solid Waste Transportation and Disposal Services and direct staff to negotiate an agreement, or provide staff further direction.

Documents:

[SOLID WASTE TRANSPORTATION AND DISPOSAL.PDF](#)

5. Almon And Second Streets Geotechnical Evaluation Agreement - Kevin Lilly

The existing pavement in the eight hundred foot long segment of Almon Street between Third Street and 'A' Street is severely deteriorated. With an Overall Condition Index of 19.37 (Very Poor) out of 100, this segment is in need of a full reconstruction. At one time, this street was paved with Portland cement concrete pavement. Through many years of roadway maintenance and utility repairs it has been overlain with hot mix asphalt pavement, and the underlying concrete pavement has been removed and patched back with asphalt pavement in various locations. This has created a random patchwork of asphalt and concrete pavement sections throughout the roadway segment.

Areas within the three hundred foot long segment of East 2nd Street between Main and Washington Streets in the Central Business District are also partially underlain by Portland cement concrete and are exhibiting moderate signs of distress.

Public Works wishes to evaluate pavement rehabilitation and/or reconstruction options for these two street segments. The attached Master Agreement and Task Order #1 for professional services in an amount not to exceed \$14,975.00 are for Geoprofessional Innovation Corp., Inc. to perform the sub-surface exploration needed to evaluate the existing pavement and subgrade conditions, and to provide an analysis of appropriate reconstruction or rehabilitation alternatives.

PROPOSED ACTIONS: Recommend approval of the Master Services Agreement and Task Order 1 for the professional services of Geoprofessional Innovation Corp., Inc. in an amount not to exceed \$14,975.00; or provide staff further direction.

Documents:

[ALMON AND SECOND STREETS GEOTECHNICAL EVALUATION AGREEMENT.PDF](#)

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
March 26, 2018

4:30 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 4:30 PM

PRESENT: Kathryn Bonzo Chair, Jim Boland Councilmember, Brandy Sullivan Councilmember

OTHERS: Mayor Lambert, Councilmember Art Bettge, Councilmember Gina Taruscio

STAFF: Gary J. Riedner, Bill Belknap, Dwight Curtis, David Schott, Mike Ray, Mia Vowels, Alisa Anderson, Kevin Lilly, Bob Buvel, Laurie M. Hopkins

1. Approval of Public Works/Finance Committee March 12, 2018 Minutes – Laurie M. Hopkins

RESULT: **ACCEPTED [UNANIMOUS]**

AYES: Kathryn Bonzo, Jim Boland, Brandy Sullivan

2. Public Meeting - 710 Pullman Road Lot Division – Ryan Cash

Whipple Consulting Engineers have requested a lot division of a 62,714 sf parcel of land legally addressed as 710 Pullman Road within the City of Moscow. The applicant proposes to establish two parcels of approximately 21,506 sf and 41,208 sf from the original 62,714 sf parcel. The subject property is located within the Motor Business (MB) Zone where there is no minimum lot area or width for commercial uses. The two proposed parcels will meet all minimum lot requirements for the MB Zone. There are currently two vehicular approaches that provide access to the subject property from Pullman Road and one approach from 'A' Street. The two easterly approaches are shared with the Renaissance Mall development adjacent to the east and have shared access easements across both properties. The applicant is proposing to establish an access easement across the newly created Lot 1 two allow cross access through the site. In accordance with City of Moscow requirements, property owners within 600 ft of the property have been notified of the proposed division and the site had been posted seven (7) days prior to the meeting date.

PROPOSED ACTION: Recommend approval of the lot division request; recommend approval of the lot division request with conditions; or deny the lot division request; or take such other action deemed appropriate.

Cash introduced the item as written above and displayed maps of the area. The site was posted and notice was sent and published in the paper. Bonzo asked for public comment and none was offered. There is no change in the easements. The lot line is 2-3 feet north of the current building. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT: **RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]**

AYES: Kathryn Bonzo, Jim Boland, Brandy Sullivan

3. FY18 Children Pedestrian Safety - Grant Award - LHTAC/Local Agreement – Alisa Anderson

The funding for a state grant opportunity called Children Pedestrian Safety (CPS) program was established in 2017 as part of the Idaho State Surplus Eliminator Program. The program is designed to fund “shovel ready” projects that can be ready for bid within 90 days of the grant award acceptance. This program will only fund maintenance projects which include pathways and sidewalks along an existing roadway, ADA ramps, and other pedestrian facilities. City staff submitted a grant request for

Minutes Acceptance: Minutes of Mar 26, 2018 4:30 PM (Regular Items)

the CPS program in December 2017 requesting \$250,000 to fund pedestrian safety improvements to Third Street from Washington Street to Mountain View Road with the intent of creating a continuous pedestrian and bicycle friendly corridor. On February 27, 2018, the City received a letter of award detailing project implementation instructions and a Local Agreement with the Local Highway Technical Assistance Council (LHTAC), Program Administrator. The award is for the full amount requested of \$250,000 with no match requirements.

PROPOSED ACTIONS: Recommend acceptance of the Children Pedestrian Safety program grant award and the LHTAC/Local Agreement for \$250,000 for the Third Street Pedestrian Safety Improvements; or provide Staff further direction.

Anderson introduced the item as written above. Lilly explained some of the sidewalk improvements. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

4. 1912 Center Roof Replacement Project Re-Bid Results - David Schott

Bids for the 1912 Center Re-roofing Project opened on February 22, 2018 with two responsive bidders. The 1912 Center Facility Development Committee recommended the base bid of \$178,432 and alternate #1 (seven lower roofs) of \$11,300 for a total bid amount of \$189,732 from Darden Enterprises. Alternate #2 was not recommended by the 1912 Center Facility Development Committee due to cost. A bid tabulation is attached. Jenny Kostroff, with Heart of the Arts, has pledged to fund alternate #1 (\$11,300) from Heart of the Arts. The Parks and Recreation Department is requesting to proceed with Darden Enterprises for the project. The 1912 Center roofing project was scheduled for FY17, but could not be completed as all bids were rejected by City Council on July 17, 2017; therefore, the appropriated funds were not expensed and the project was delayed until FY18. The Parks and Recreation Department is requesting to open the FY18 budget to account for the unanticipated revenue and expense associated with this project. The revenue, \$11,300 from the Heart of the Arts, will be receipted into 350-000-00-476-21, Capital Projects Donations - Parks & Recreation. The expense, \$213,560 will be expensed from 350-165-30-770-72, Capital Projects Building Improvements - Parks & Recreation. The Parks & Recreation Department is further requesting that the appropriation fund for this expense be determined by administration. This item was reviewed by the Public Works/Finance Committee on March 26, 2018, and recommended for approval.

PROPOSED ACTIONS: Recommend City Council accept the low bid from Dardan Enterprises, or provide staff further direction.

Schott introduced the item as written above. The expenditure can be authorized and listed in the open budget in August. Due to unanticipated expenses such as grant revenue and this type of expense, an open budget ordinance is brought forward to City Council to approve those unanticipated expenses and revenues. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

Adjourn

The meeting was closed at 4:50 PM

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/09/2018**Title:** Disbursement Report for March 2018**Responsible Staff:** Sarah Banks

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending March 31, 2018. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of \$2,601,826.89.

Payroll	\$1,427,820.00
Professional Services	77,613.00
Sanitation	282,502.00
Supplies	40,184.00
Capital Outlay	257,904.00
Capital Outlay-Improvements	54,423.00
Utilities	88,465.00
Contractual Payments	175,813.00
<u>ACH Wells ACH</u>	<u>50,373.00</u>
Total	\$2,455,097.00

STAFF RECOMMENDATION: Approve report.

PROPOSED ACTIONS: Sign the Disbursements Report for the month of March 2018.

Necessary Resources/Impacts

\$2,601,826.89

Attachments

Disbursements Report FY18

Revenue 2018

Cash and Investment Balances March 2018

DISBURSEMENTS REPORT FOR MARCH 2018													
DATE BATCH #	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	PAYROLL	PAYROLL	PAYROLL
		3/1/2018	3/6/2018	3/8/2018	3/9/2018	3/15/2018	3/22/2018	3/29/2018	3/5/2018	3/16/2018	3/2/2018	3/16/2018	3/30/2018
		00001.03.2018	00103.03.2018	00020.03.2018	00002.03.2018	00004.03.2018	00005.03.2018	00007.03.2018	00003.03.2018	00006.03.2018	100.03.2018	200.03.2018	300.03.2018
CHECK #'s		86633-86686	86687	86688	86689-86771	86772-86820	86821-86892	86893-86976	March's CC ACHS		20671-20678	20679-20687	20688
Fund #													
101	GENERAL	21,428.11	241.00		30,951.58	17,662.59	17,048.89	162,577.14	19,756.58		293,295.66	303,548.09	250,488.68
105	STREETS	1,394.76			1,948.45	21,479.27	10,371.63	2,666.72	537.46		23,758.80	23,074.18	18,862.17
120	RECREATION AND CULTURE	5,039.57			5,664.31	9,661.67	4,161.16	1,707.12	3,438.35		48,368.59	48,604.83	43,279.61
121	MSD COMM. PLAY FIELDS	1,890.00			1,567.50			236.59			1,714.68	1,579.04	1,302.00
123	1912 CENTER					7916.67							
128	TRANSIT CENTER	120.74			149.14	1,084.83	266.20		298.89				
220	WATER	4,540.74		517.97	9,322.49	23,964.27	3,715.58	10,801.54	2,672.28		46,896.06	47,056.77	40,683.90
230	SEWER	655.56		482.03	7,012.66	54,118.86	4,961.62		2,912.54		48,295.31	47,248.33	44,581.96
240	SANITATION				23.48	265,676.09	32.20	5,489.82	389.62		3,751.26	3,837.19	3,412.41
290	FLEET	70.58			64,371.03	3,970.71	12,275.68	267.23	276.65		12,637.97	12,142.25	10,534.91
295	INFORMATION SYSTEMS	27,998.89			5,872.01		20,624.94	15,177.33	7,250.32		16,739.43	17,133.38	14,992.42
320	WATER CAPITAL PROJECTS				41,794.22	113,206.06							
330	SEWER CAPITAL PROJECTS					9,039.88	8,708.83						
340	SANITATION CAPITAL PROJ												
350	CAPITAL PROJECTS	36,696.00			21,325.00	2,374.66	5,529.47	15,780.84	12,840.41				
355	LID CONSTRUCTION												
380	HAMILTON - PARKS & REC												
590	BONDS & INTEREST												
	TOTAL	99,834.95	241.00	1,000.00	190,001.87	530,155.56	87,696.20	214,704.33	50,373.10		495,457.76	504,224.06	428,138.06

WIRE Transfers:

_____ Kathryn Bonzo, Chair

_____ Brandy Sullivan

_____ Jim Boland

_____ Gary J. Riedner, Acting Finance Director

Attachment: Disbursements Report FY18 (1692 : Disbursement Report for March 2018)

RECEIPTS REPORT FOR MARCH 2018

FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	28,384.59	107,419.64	29,231.03	14,008.03	125,597.55	7,016.49	19,409.46	654.12	0.00	4,612.04	336,332.95
105	STREETS	3,832.06	0.00	0.00	0.00	24,994.16	0.00	0.00	0.00	0.00	0.00	28,826.22
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	29,935.55	0.00	0.00	0.00	1,400.00	0.00	31,335.55
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,631.55	0.00	0.00	0.00	0.00	0.00	0.00	6,631.55
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	1,379.54	0.00	0.00	0.00	0.00	0.00	1,379.54
220	WATER	0.00	0.00	0.00	0.00	381,177.79	0.00	29,698.43	422.25	0.00	0.00	411,298.47
230	SEWER	0.00	0.00	0.00	0.00	529,345.38	0.00	0.00	175.05	0.00	0.00	529,520.43
240	SANITATION	0.00	0.00	0.00	0.00	373,374.99	0.00	0.00	2,000.00	0.00	0.00	375,374.99
290	FLEET	0.00	0.00	0.00	0.00	73,047.97	0.00	0.00	0.00	0.00	0.00	73,047.97
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	97,568.34	0.00	0.00	2.38	0.00	0.00	97,570.72
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,107.01	0.00	0.00	0.00	3,107.01
590	BOND & INTEREST	903.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	903.40
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	295.99	295.99
TOTAL		33,120.05	107,419.64	29,231.03	20,639.58	1,636,421.27	7,016.49	52,214.90	3,253.80	1,400.00	4,908.03	1,895,624.79

Attachment: Revenue 2018 (1692 : Disbursement Report for March 2018)

City of Moscow Cash and Investments Balances as of 3/31/2018		
Fund	Year to Date Balance	
General Fund	\$	5,134,408.82
Street Fund	\$	1,451,769.05
Culture & Recreation	\$	1,335,432.30
MSDCPF	\$	155,542.07
1912 Fund	\$	79,287.72
Art Fund	\$	-
Transit Center	\$	109,571.67
Water Fund	\$	2,456,072.53
Sewer/WWTP	\$	3,896,209.27
Sanitation Fund	\$	2,167,913.58
Fleet Fund	\$	3,127,921.78
Information Systems	\$	1,807,739.22
Water Capital	\$	6,542,048.15
Sewer Capital	\$	6,848,392.90
Capital Projects	\$	4,532,241.53
Sanitation Capital	\$	4,576,879.08
LID construction	\$	179,026.88
Hamilton	\$	2,768,339.70
Bond & Interest	\$	180,664.89
LID Funds	\$	31,320.77
Payroll Service	\$	540,693.34
Total Cash & Investments	\$	47,921,475.25

Attachment: Cash and Investment Balances March 2018 (1692 : Disbursement Report for March 2018)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/09/2018**Title:** Second Quarter Financial Report (January 1, 2018 - March 31, 2018) for FY2018**Responsible Staff:** Sarah Banks

Information

DESCRIPTION: Staff will present the financial report for the second quarter of fiscal year 2018 (January 1, 2018 - March 31, 2018).

STAFF RECOMMENDATION: Approve the report.

PROPOSED ACTIONS: Approve the report or provide staff further direction.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

2nd Qtr 2018 - Council Report

2nd Qtr 2018 - Newsprint

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending September 30, 2018
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

					Percent of Year 50% Budget to Actual To Date
Fund	Original Budget	Final Budget	March-18 YTD		
101	General Fund Revenues	15,234,279	15,234,279	7,204,687	47.29%
	Salaries & Benefits	8,573,270	8,573,270	3,839,249	44.78%
	Operations	3,961,560	3,961,560	2,201,236	55.56%
	Capital Outlay	178,900	178,900	0	0.00%
	Transfers	2,520,549	2,520,549	1,435,274	56.94%
	Total General Fund Expenditures	15,234,279	15,234,279	7,475,760	49.07%
105	Street Department Revenues	3,332,922	3,332,922	1,264,179	37.93%
	Salaries & Benefits	749,600	749,600	298,260	39.79%
	Operations	1,176,193	1,176,193	417,374	35.49%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,407,129	1,407,129	763,934	54.29%
	Total Street Fund Expenditures	3,332,922	3,332,922	1,479,568	44.39%
120	Recreation & Culture Revenues	2,893,637	2,893,637	1,070,562	37.00%
	Salaries & Benefits	1,737,595	1,737,595	621,058	35.74%
	Operations	1,069,797	1,069,797	340,464	31.83%
	Capital Outlay	80,970	80,970	0	0.00%
	Debt Service	0	0	0	0.00%
	Transfers	5,275	5,275	5,275	100.00%
	Total Parks & Rec Expenditures	2,893,637	2,893,637	966,797	33.41%
121	MSD Community Playfields Revenues	178,168	178,168	68,837	38.64%
	Salaries & Benefits	62,075	62,075	20,615	33.21%
	Operations	112,082	112,082	16,404	14.64%
	Transfers	4,011	4,011	4,011	100.00%
	Total MSD Community Playfields	178,168	178,168	41,030	23.03%
123	1912 Center Revenues	106,100	106,100	41,550	39.16%
	Operations	106,100	106,100	49,797	46.93%
	Capital Outlay	0	0	0	0.00%
	Total 1912 Center Expenditures	106,100	106,100	49,797	46.93%
128	Transit Center Revenues	142,682	142,682	74,301	52.07%
	Operations	142,682	142,682	11,037	7.74%
	Total Transit Center Fund	142,682	142,682	11,037	7.74%
220	Water Fund Revenues	5,801,630	5,801,630	2,458,885	42.38%
	Salaries & Benefits	1,241,055	1,241,055	594,699	47.92%
	Operations	1,772,975	1,772,975	473,951	26.73%
	Capital Outlay	252,500	252,500	71,621	28.36%
	Transfers	2,535,100	2,535,100	1,317,850	51.98%
	Total Water Fund Expenditures	5,801,630	5,801,630	2,458,120	42.37%
230	Sewer Fund Revenues	8,505,336	8,505,336	3,837,253	45.12%
	Salaries & Benefits	1,389,035	1,389,035	630,873	45.42%
	Operations	1,800,891	1,800,891	503,614	27.96%
	Capital Outlay	513,200	513,200	64,819	12.63%
	Debt Service	1,148,710	1,148,710	727,193	63.31%
	Transfers	3,653,500	3,653,500	1,856,250	50.81%
	Total Sewer Fund Expenditures	8,505,336	8,505,336	3,782,748	44.48%
240	Sanitation Fund Revenues	5,658,874	5,658,874	2,751,479	48.62%
	Salaries & Benefits	98,725	98,725	47,326	47.94%
	Operations	4,169,816	4,169,816	1,670,564	40.06%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,390,333	1,390,333	695,166	50.00%
	Total Sanitation Fund	5,658,874	5,658,874	2,413,057	42.64%
290	Fleet Management Revenues	1,795,342	1,795,342	1,069,703	59.58%
	Salaries & Benefits	323,580	323,580	152,488	47.13%
	Operations	1,002,762	1,002,762	175,242	17.48%
	Capital Outlay	454,000	454,000	141,809	31.24%

Attachment: 2nd Qtr 2018 - Council Report (1696 : Second Quarter Financial Report (January 1, 2018 - March 31, 2018) for FY2018)

	Debt Service	0	0	0	0.00%
	Transfers	15,000	15,000	15,000	100.00%
	Total Fleet Management Expenditures	1,795,342	1,795,342	484,540	26.99%
295	Information Systems	1,598,026	1,598,026	644,616	40.34%
	Salaries & Benefits	452,420	452,420	209,477	46.30%
	Operations	683,106	683,106	373,699	54.71%
	Capital Outlay	458,500	458,500	12,500	2.73%
	Transfers	4,000	4,000	4,000	100.00%
	Total Information Systems Expenditures	1,598,026	1,598,026	599,676	37.53%
	Revenue for Miscellaneous Funds				
320	Water Construction Fund	7,434,164	7,434,164	1,622,865	21.83%
330	Sewer Construction Fund	6,733,433	6,733,433	1,171,764	17.40%
340	Sanitation Construcion Fund	4,842,984	4,842,984	278,770	5.76%
350	Capital Projects Fund	4,955,720	4,955,720	568,172	11.46%
355	LID Construction Fund	177,000	177,000	714	0.40%
380	Hamilton P & R	229,000	229,000	16,560	7.23%
590	Bond & Interest Debt Service Fund	10,247,422	10,247,422	102,151	1.00%
595	LID Bonded Debt Service Fund	30,000	30,000	797	2.66%
	Total Miscellaneous Fund Revenue	34,649,723	34,649,723	3,761,794	10.86%
	Expenses for Miscellaneous Funds				
320	Water Construction Fund	7,434,164	7,434,164	1,600,465	21.53%
330	Sewer Construction Fund	6,733,433	6,733,433	143,964	2.14%
340	Sanitation Construcion Fund	4,842,984	4,842,984	0	0.00%
350	Capital Projects Fund	4,955,720	4,955,720	299,227	6.04%
355	LID Construction Fund	177,000	177,000	0	0.00%
380	Hamilton P & R	229,000	229,000	15,000	6.55%
590	Bond & Interest Debt Service Fund	10,247,422	10,247,422	300	0.00%
595	LID Bonded Debt Service Fund	30,000	30,000	15,000	50.00%
	Total Miscellaneous Fund Expenses	34,649,723	34,649,723	2,073,956	5.99%
	Total City Revenue (1)	79,896,719	79,896,719	24,247,846	30.35%
	Total City Expenses	79,896,719	79,896,719	21,836,087	27.33%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

City of Moscow
QUARTERLY FINANCIAL REPORT
 Budget For Fiscal Year Ending September 30, 2018
 SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Original Budget	Final Budget	March-18 YTD	Percent of Year 50% Budget to Actual To Date
General Fund				
Revenues	15,234,279	15,234,279	7,204,687	47.29%
Salaries & Benefits	8,573,270	8,573,270	3,839,249	44.78%
Operations	3,961,560	3,961,560	2,201,236	55.56%
Capital Outlay	178,900	178,900	0	0.00%
Transfers	2,520,549	2,520,549	1,435,274	56.94%
Total General Fund Expenditures	15,234,279	15,234,279	7,475,760	49.07%
Bond & Interest Debt Service Revenue	10,277,422	10,277,422	102,948	1.00%
Bond & Interest Debt Service Expenditures	10,277,422	10,277,422	15,300	0.15%
Other Governmental Funds				
Revenues	6,653,509	6,653,509	2,519,429	37.87%
Salaries & Benefits	2,549,270	2,549,270	939,933	36.87%
Operations	2,606,854	2,606,854	835,077	32.03%
Capital Outlay	80,970	80,970	0	0.00%
Transfers	1,416,415	1,416,415	773,220	54.59%
Debt Service	0	0	0	0.00%
Total Other Governmental Expenditures	6,653,509	6,653,509	2,548,229	38.30%
All Capital Projects Funds				
Revenues	24,372,301	24,372,301	3,658,845	15.01%
Capital Outlay	24,372,301	24,372,301	2,058,656	8.45%
Total Capital Projects Expenditures	24,372,301	24,372,301	2,058,656	8.45%
Enterprise Funds				
Revenues	19,965,840	19,965,840	9,047,617	45.32%
Salaries & Benefits	2,728,815	2,728,815	1,272,898	46.65%
Operations	7,743,682	7,743,682	2,648,129	34.20%
Capital Outlay	765,700	765,700	136,440	17.82%
Debt Service	1,148,710	1,148,710	727,193	63.31%
Transfers	7,578,933	7,578,933	3,869,267	51.05%
Total Enterprise Fund Expenditures	19,965,840	19,965,840	8,653,926	43.34%
Internal Service Funds				
Revenues	3,393,368	3,393,368	1,714,320	50.52%
Salaries & Benefits	776,000	776,000	361,965	46.65%
Operations	1,685,868	1,685,868	548,942	32.56%
Capital Outlay	912,500	912,500	154,309	16.91%
Transfers	19,000	19,000	19,000	100.00%
Total Fleet Management Expenditures	3,393,368	3,393,368	1,084,216	31.95%
Total City Revenue (1)	79,896,719	79,896,719	24,247,846	30.35%
Total City Expenses	79,896,719	79,896,719	21,836,087	27.33%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

Attachment: 2nd Qtr 2018 - Newsprint (1696 : Second Quarter Financial Report (January 1, 2018 - March 31, 2018) for FY2018)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/09/2018**Title:** Solid Waste Transportation and Disposal**Responsible Staff:** Tim Davis

Information

DESCRIPTION: The City of Moscow began exporting municipal solid waste in 1993. The City has experienced very favorable transportation and disposal rates since that time. The original 1993 bid/contract was awarded to Waste Management, which at that time, had anticipated opening a regional landfill in Adams County Washington (Hooper/Washtucna area), only 74 miles away from Moscow and bid the project accordingly. The Adams County Regional Landfill did not come to fruition, which required Waste Management to haul and dispose of Moscow waste at Columbia Ridge Landfill in Arlington, Oregon, 224 miles from Moscow. Moscow has been fortunate to pay for hauling and disposal rates based on a 148 mile round trip rather than the actual 448 mile round trip. Empire Disposal of Colfax, Washington, was the original sub-contractor providing hauling services for Waste Management on the Moscow project. Empire Disposal was later acquired by Waste Connections, which inherited the sub-contract haul through the acquisition. In 2009, Waste Management assigned the Moscow transportation and disposal contract, with Moscow's approval, to Waste Connections, who also owns Finley Buttes Regional Landfill in Boardman, Oregon. By disposing of Moscow waste at Finley Buttes Regional Landfill, the round trip for each load was reduced by 40 miles. Waste Connections also implemented additional cost cutting measures by switching from 48 foot containers to 53 foot aluminum possum belly chip trailers, capable of hauling 23% additional volume payloads, thus reducing the frequency and number of loads necessary.

Staff approached the City's current solid waste transportation and disposal contractor, Waste Connections regarding the extension of Moscow's current transportation and disposal contract under the existing terms, but Waste Connections insisted that any extension be tied to a fuel peg price or surcharge escalator. Tying escalators to fluctuating fuel costs would leave the City vulnerable due to the uncertain nature of fuel costs.

Having a final 5 year option remaining on the current transportation and disposal contract and with prior City Council approval, staff issued a Request for Proposal to provide Solid Waste Transportation and Disposal on January 10, 2018, as an opportunity to test the market for competitive, longer term proposals, while maintaining the leverage of the final 5 year option. Proposals were evaluated by a committee consisting of City Supervisor Gary J. Riedner, City Attorney Mia Vowels, City Sanitation Operations Mgr. Tim Davis, Latah County Solid Waste Coordinator Amanda Bashaw and Whitman County Solid Waste Director David Nails. The committee unanimously rated a proposal received from Finley Buttes Limited Partnership, a subsidiary of Waste Connections (the current contractor for the City of Moscow), as the most favorable proposal. General terms of the proposal include a cost of service of \$51.75 per ton for transportation and disposal. This rate is an increase of approximately \$1.20 to \$1.30 per ton over the current rate beginning October 1, 2018. Annual cost escalator would remain 80% of the annual average fluctuation to the Consumer Price Index and not tied to fluctuating fuel costs or fuel peg prices or surcharges in any way. The initial term would begin on October 1, 2018, for a period of seven years with two additional five year options. If all options are exercised, the term of the contract would extend to September 30, 2035, or seventeen years. These term option periods allow the City flexibility to pursue other opportunities that may present themselves in the future. The Finley Buttes Limited Partnership proposal and cost of service, while slightly higher in cost per ton than current costs, provides twelve additional years of service and positions Moscow comfortably into the future with one of the most favorable transportation and disposal rates in the Pacific Northwest for municipalities that long haul waste.

STAFF RECOMMENDATION: Recommend approval of the Finley Buttes Limited Partnership proposal to provide Solid Waste Transportation and Disposal Services and direct staff to negotiate an agreement.

PROPOSED ACTIONS: Recommend approval of the Finley Buttes Limited Partnership proposal to provide Solid Waste Transportation and Disposal Services and direct staff to negotiate an agreement, or provide staff further direction.

Necessary Resources/Impacts

Sanitation Fund

Attachments

T & D RFP Clean td1918
Proposal-FBRL

City of Moscow
Request for Proposal
To provide
Solid Waste Transportation and Disposal Services



City of Moscow, Idaho
Department of Sanitation
P O Box 9203
Moscow, Idaho 83843

Issue Date: January 10, 2018
Response Due Date: February 14, 2018

Attachment: T & D RFP Clean td1918 (1691 : Solid Waste Transportation and Disposal)

Purpose

The City of Moscow is seeking Requests for Proposal (RFP) from qualified firms or individuals to provide transportation and disposal of Non Hazardous Municipal Solid Waste (MSW) to an approved and permitted RCRA subtitle D landfill from the Moscow Solid Waste Processing Facility (SWPF) Transfer Station located at 3299 Highway 8 East, Moscow, Idaho 83843. Project duration is anticipated to be from October 1, 2018 to September 30, 2035. The City may, at its sole option, extend the current contract for five (5) years, until September 30, 2023. In addition, the City may, at its sole discretion, opt out of the final five (5) year option of the current contract upon City Council's selection of a new service provider.

The current contract grants the City the right to renew the contract for a final five (5) year option beginning October 1, 2018. The City must provide the current service provider one-hundred twenty (120) days' notice of its intention to exercise its option to renew the contract. If the City does not exercise its option to renew the current contract, it will terminate on September 30, 2018.

Background

The City of Moscow is located in Latah County, approximately 85 miles south of Spokane, WA, 35 miles north of Lewiston, ID and 8 miles east of Pullman, WA, and is the home of the University of Idaho. Moscow has a population of 25,233 and is the largest city in Latah County. By means of a franchise agreement with Latah Sanitation, Inc., the City of Moscow provides curbside collection of municipal solid waste (MSW), bi-weekly collection of single stream recycling, MSW transfer station facility services, City-owned recycling center services, yard waste drop off services, non-municipal solid waste (NMSW) landfill services and household hazardous waste (HHW) services. This franchise agreement expires in 2035.

The remaining population of Latah County (not including the City of Moscow) is 13,963 and includes the cities of Bovill, Deary, Genesee, Juliaetta, Kendrick, Potlatch, Troy and the unincorporated areas of Latah County. Latah County and the cities mentioned, have separate solid waste collection contracts with Latah Sanitation, Inc., as well as separate disposal contracts with the City of Moscow, which include MSW transfer station facility services, recycling center access, NMSW landfill services and HHW services. The contracts with the City of Moscow expire in 2023. Latah County also administers recycling programs and bulky waste services for County residents including cities other than Moscow.

The City of Moscow currently contracts with Waste Connections of Idaho for transportation and disposal of MSW accepted at the transfer station. MSW is hauled to and disposed at Finley Buttes Regional Landfill in Boardman, Oregon. This contract expires September 30, 2018, unless the City of Moscow chooses to exercise an option to renew the contract for an additional five years, beginning October 1, 2018.

The City of Moscow is contractually responsible for ultimate disposal of solid waste generated in Latah County and is considering opting out of the five (5) year renewal option of the current contract for Solid Waste Export Services in favor of a longer term MSW transportation and disposal contract.

The transfer station is an open pit design with loading scales and a “Grizzly” knuckle boom crane mounted over the pit for compaction of waste into trailers. Net load weights consistently average twenty nine (29) tons per load using aluminum possum belly chip trailers. Annual tonnage shipped over the past three years is as follows;

- 2015 – 18,690 tons
- 2016 – 19,527 tons
- 2017 – 20,059 tons

The past ten years average annual tonnage shipped is 18,626 tons, but the City of Moscow makes no guarantee of future tonnage. The SWPF Transfer Station receives most of the weekly tonnage from residential/commercial collections on Monday through Friday. Saturdays are primarily self-haul tonnage. Proposer shall provide adequate equipment and be capable of transporting an average of ninety (90) tons of MSW daily and one-hundred fifty (150) tons of MSW daily during peak seasonal activity (April – October).

Operating hours at the SWPF Transfer Station are 8:00 a.m. to 4:30 p.m. Monday through Saturday. For the purposes of carrying out provisions of this RFP, 24/7 access to the site and trailers will be given to the successful bidder. However, during inclement weather, access roads are only maintained during normal operating hours.

The following holidays are observed at the SWPF Transfer Station:

New Year’s Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

Procurement Schedule

The following timetable outlines the anticipated schedule for the RFP and contract process. The timing and sequence of events resulting from this RFP may vary and shall ultimately be determined by the City.

- | | |
|--|-------------------|
| ✓ Request for Proposal Issued | January 10, 2018 |
| ✓ Final Deadline for Written Questions | January 31, 2018 |
| ✓ Proposals Due | February 14, 2018 |

✓ Evaluation of Proposals	February 15 – 23, 2018
✓ Contractor Interviews (if necessary)	March 5 – 9, 2018
✓ Present Staff Selection to City Council Committees	March 12, 2018
✓ City Council Approval to Proceed	March 19, 2018
✓ Contract Negotiations Begin	March 20, 2018
✓ City Council Award of Contract	May 7, 2018
✓ Service Delivery Begins	October 1, 2018

Site Visit Requirements/Pre-Bid Meeting

It shall be **mandatory** that interested proposer attend a scheduled visit of the City of Moscow SWPF Transfer Station and pre-bid meeting, located at **3299 Highway 8 East, Moscow, Idaho 83843** to view the operations. This will familiarize prospective proposer with the site layout, pit location and size, trailer staging area, as well as an overview of transfer station operations at the City of Moscow. **Site visit and pre-bid meeting will be held at the SWPF Transfer Station on January 25, 2018 at 1:30 p.m.** Attendance is mandatory. Proposers may not rely on verbal responses to questions at the site visit and pre-bid meeting. Any changes to the RFP that result from the pre-bid meeting shall be incorporated into the RFP by way of addendum.

Examination by Proposers

Each proposer is responsible for examining the RFP prior to submitting a proposal. Failure to examine the RFP document and any errors made in the preparation of a proposal are at the proposer's own risk. While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for proposers. The City does not warrant or guarantee the information to be comprehensive or exhaustive. Nothing in this RFP is intended to relieve proposers from forming their own opinions and conclusions with respect to the matters addressed in this RFP. The proposer agrees that by submitting a proposal to this RFP that it has satisfied itself by proposer's own investigation and research regarding all such conditions, and that proposer's conclusion to enter into a contract and execution of a contract is based upon such investigation, research and evaluation, and that the proposer shall make no claim against the City because of any estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

Inquiries and Addendum

It is the responsibility of each proposer to examine the entire RFP and, as necessary, seek clarification (inquiries). This RFP may only be modified by a written addendum issued by the City.

Proposers shall not rely upon verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of this RFP.

All inquiries regarding this RFP shall be directed in writing (e-mail, fax or mail) to the City of Moscow Sanitation Operations Manager by January 31, 2018. Contact information:

Tim Davis
City of Moscow
Sanitation Operations Manager
P O Box 9203
Moscow, ID 83843
tdavis@ci.moscow.id.us
Fax: 208-883-0737

All inquiries will be responded to in the form of written addenda. No further inquiries will be accepted after 4:00 p.m. local time on January 31, 2018.

Scope of Work

Proposer shall be responsible to furnish all equipment, labor, materials, supplies, utility services, facilities and management necessary to transport and dispose of MSW delivered to the Moscow SWPF Transfer Station to a permitted RCRA Subtitle D Landfill. Proposer shall comply with all established local, state and federal laws and regulations. All legal modes of transportation proposed will be considered, but must be identified and supplied by the proposer or its subcontractor(s). The successful proposer shall take title to and ownership of the City's waste upon connection to loaded trailers/containers/chassis at the Moscow SWPF Transfer Station. Proposer is solely responsible for transporting waste to the approved disposal facility, for any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with operations, transport or unloading. Proposer shall be responsible for City's waste upon its delivery to and burial at the landfill and is solely responsible for its disposal after that time, for all future closure and post closure costs, for any liabilities arising out of accidents or remediation activities, and for any fees or fines connected with landfill operations. Proposer shall provide alternate and/or backup facilities/plans.

If proposer requires subcontracted services to meet this scope of work, proposer must include information in its response which defines the proposed subcontracted services and statements that demonstrate that the subcontractor is capable and intends to provide the proposed service if the proposer is selected. Proposer shall be liable to the City for services to be provided by proposer's subcontractors. Proposals shall be structured such that presentation of information on transportation services is independent from information presented on disposal services. Proposals must specify if equipment or facilities are shared in the performance of either service and to what extent.

Commencement Date and Term

The initial contract term shall begin October 1, 2018 for the period of seven (7) years. The City shall have the right to renew the contract for two (2) additional periods of five (5) years each in duration under the same provisions and for the same service fee and adjustment provisions.

Proposal Requirements

Proposals shall include, at a minimum, the following:

A. Cover Letter.

Provide name, address, telephone number and e-mail address of the individual authorized to contractually bind the proposer and be signed by the company's authorized representative. Name, address, telephone number and e-mail address of the proposer's key contact person. Name of the company that will execute the contract, in the event it is awarded. A written statement acknowledging the validity of the proposal contents including proposed rate and pricing for not less than one-hundred and eighty (180) days from the RFP due date.

B. Business Structure.

Identify the company that will execute the contract. State whether each company is a sole proprietorship, partnership, corporation, limited liability company or joint venture. Describe the relationship of the proposer to the executing company. If the proposer is teaming under a joint venture arrangement, describe if and where the entities have collaborated before. The company, a subcontractor, or member of a joint venture must have principals or employees who will be committed to the contract and have a minimum of five (5) years management experience in operations similar to the activities described in this RFP.

C. Schedule.

A reasonable schedule must be presented for equipment procurement, staffing, and management assuming the proposer assumes contract responsibility October 1, 2018.

D. Insurance and Performance Bond.

The proposing company, or separate company guaranteeing the performance of the proposing company, must show evidence of its ability to secure the performance bond and insurance requirements found in Appendix A.

E. Experience.

Each proposer shall supply recent examples of similar projects with other municipalities that the proposer has been involved with. Include related projects with discussion comparing similarities with this proposed project.

F. References.

Provide a list with contact information of agencies the proposer has listed as having provided or currently providing MSW transportation and disposal services.

G. Breach of Contract Resolution.

Identify any solid waste long haul transport and/or disposal services contract in the United States in the past five (5) years for which a breach of contract claim was made against the proposer or its subcontractor. Describe the nature of the claim of breach and the measures taken to resolve the claim.

H. Litigation History.

Description of any litigation with a local or state government within the United States in the past five (5) years. Include the name of the entity, type of services provided, date of litigation, description of claim, and resolution of litigation.

I. RCRA Subtitle D Landfill Plan.

Proposer shall own or have a substantial financial interest in a commercially operated RCRA Subtitle D landfill lawfully permitted to receive MSW. Alternatively, the proposer may identify a publically-owned RCRA Subtitle D landfill that is able to guarantee through an intergovernmental agreement that services will be provided to the proposer for the term of the contract. The landfill(s) accepting solid waste shall have long-term capacity, or demonstrated ability to construct sufficient capacity, to receive City MSW over the life of the contract. Commitments from the public entity to enter into an agreement with the City of Moscow must be submitted with the proposal.

J. Transportation Plan.

Proposer shall own, or maintain rights to, transportation systems of sufficient capacity and permitted authority to transport all MSW delivered to the City of Moscow SWPF Transfer Station throughout the life of the contract. Failure of the proposer to provide adequate trailers/containers/chassis during normal operations shall be considered actual damage to the City of Moscow. Costs to remedy damage including, but not limited to, fines to the proposer, overtime, equipment hours, contract hauling, lost revenue and regulatory fines, will be billed back to the proposer.

K. Alternate Operations Plan.

In relation to each of the service components described above, proposers are encouraged to include within the operations section of their proposal descriptions how proposer intends to provide for the following considerations.

- I. **Service Redundancy.** Describe secondary, or backup, systems that will be readily available for transport and disposal of MSW should the primary system become temporarily or permanently unavailable.
- II. **Service Reliability.** Describe measures that will be taken by the proposer to ensure system reliability throughout the term of the contract.
- III. Ability to support emergency operations in the event of a regional natural disaster or catastrophic system failure.

L. Price Proposal.

Proposer is required to submit its Transportation and Disposal Rate proposal using the proposal form provided in Appendix B. The Transportation and Disposal Rate form must be completed. Failure to do so **will disqualify** the proposal. The Transportation and Disposal Rate proposal must be based upon the scope of work stipulated in this RFP. Proposal must include a method for annual adjustments to rates for the duration of the contract. Annual rate adjustments will be subject to negotiation with the successful proposer.

M. Proposal Firm Offer.

Proposal shall remain firm and unaltered after the time of closing, February 14, 2018, at 5:00 p.m. Local Time, and for one hundred and eighty (180) calendar days from such date. The City may accept a proposal, subject to successful contract negotiations, at any time after the proposal due date. The City and proposer may mutually agree to extend the period during which the proposal shall remain firm and unaltered.

Proposer Expenses

Proposers are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any proposer for any claims, whether for costs or damages incurred by the proposer in preparing the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

Acceptance of Proposals

This RFP should not be construed as an agreement to purchase goods or services. The City *is not* bound to enter into a contract with the proposer who submits the lowest priced proposal *or* with any proposer. Proposals will be assessed in light of the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any proposer. The City reserves the right to reject any or all proposals, for any reason, or issue subsequent requests for new proposals or additional information and waive any or all informalities. Parties submitting proposals in response to this RFP waive any claims related to, or arising out of, the RFP process.

Definition of Contract

Notice in writing to a proposer that it has been identified as the successful proposal and the subsequent full execution of a written contract will constitute a contract for goods and services, and no proposer will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

Proposal Evaluation Process

A selection committee will evaluate and numerically rate each Proposal and determine the best proposer deemed most qualified based on the below criteria. All responsive submittals will be evaluated on the following point allocation:

Total cost of services based on the price proposal specified in this RFP. **50 points**

Experience with similar projects with other municipalities. **15 points**

Disposal, Transportation and Alternate Operations Plans and project approach. **20 points**

Technical merits of the proposal. **15 points**

Submission of a Proposal indicates the proposer's acceptance of the selection procedure, criteria and process and recognition that subjective judgements may be made by City Selection Committee.

Upon review and rating of the Proposals, the highest rated proposer may be invited in for an interview or begin Contact negotiations with the City. If an agreement cannot or is not reached with the highest ranked proposer, City reserves the ability to consider the second ranked proposal. The same process may be repeated with the other ranked proposals if no such agreement is reached. The City reserves the right to not select any proposal associated with this Request for Proposal.

The City may elect to conduct supplementary interviews with proposers, based on selection committee recommendations. If on-site interviews are necessary, proposers will be responsible for all costs associated with providing a presentation.

All proposals and materials submitted shall be the sole property of the City of Moscow and, to the extent prescribed by law, may not be used in a manner or reproduced in any form by others without the written permission of City.

Proposal envelopes and packages must be addressed as follows:

City of Moscow Sanitation RFP
Attention: Laurie Hopkins, City Clerk
206 E. Third St
P O Box 9203
Moscow, ID 83843

Response Deadline

February 14, 2018

5:00 p.m. Local Time

Project Contact

Tim Davis
City of Moscow
Sanitation Operations Manager
208-883-7131
tdavis@ci.moscow.id.us

Appendix A

Insurance

1. Comprehensive General Liability of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
2. Automobile Liability of not less than \$5,000,000 combined single limit (each accident).
3. Umbrella Liability of not less than \$15,000,000 each occurrence and aggregate.
4. Workers Compensation and Employers' Liability of not less than \$1,500,000.

Performance Bond

Provide proof of ability to acquire a performance bond naming the City of Moscow as the Obligee in the following amounts. The first year of operations under the contract, the amount of the performance bond shall be \$600,000. The second and all subsequent years of operations under the contract, the performance bond shall be not less than sixty (60) percent of the revenue the City projects the proposer will earn under the contract for the period of the performance bond.

Appendix B

Proposed Cost of Service

Cost proposals are based on unit weight of quantities of MSW made available to the proposer. Proposed costs will be used as a basis of contract and no changes or adjustments of cost will be made during contracted period of time. Proposer must complete both Cost of Disposal and Cost of Transportation sections below.

Cost For Disposal Of MSW _____ Per Ton

Cost For Transportation Of MSW _____ Per Ton

Method For Annual Rate Adjustments:

Attachment: T & D RFP Clean td1918 (1691 : Solid Waste Transportation and Disposal)



Proposal for Solid Waste Transportation and Disposal Services

Prepared for the City of Moscow

February 14, 2018



Attachment: Proposal-FBRL (1691 : Solid Waste Transportation and Disposal)



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A—Transmittal Letter

February 14, 2018

Laurie Hopkins, City Clerk
City of Moscow
221 E. Second Street
Moscow, ID 83843

Subject: Proposal for Solid Waste Transportation and Disposal

Dear Ms. Hopkins and Proposal Review Committee Members:

Enclosed is Finley-Buttes Limited Partnership's (FBLP's) dba Finley Buttes Regional Landfill's (FBRL's) proposal to the City of Moscow (City) for solid waste transportation and disposal. We are excited about the opportunity to continue supporting the City.

Like Waste Connections of Idaho, Inc. (WCID), FBLP is a wholly owned subsidiary of Waste Connections, Inc. (WCI). WCID has been pleased to provide transportation and disposal services to the City over several years and hopes to continue for many years. Under a new contract with FBLP, the City will experience **no** changes in the service or staff who have been providing service under the WCID contract.

Throughout WCID's contract with the City, we have made efforts to improve the efficiency and minimize environmental impact of operations, including the introduction of larger possum-belly trailers that have 22 cubic yards of additional volume (15% more volume than the 53-foot trailers used in prior service) and 23% more volume than 48-foot rail containers. This change lessened the frequency of trailer change-outs and lowered the greenhouse gas emissions of our operations. FBLP will continue to seek out cost-effective and environmentally responsible improvements, should it be awarded this contract.

Key Contact Person and Contract Manager

Dean Large
Sales Manager
Waste Connections, Inc.
PO Box 61726
Vancouver, WA 98666
DeanL@wcnx.org
(360) 608-3902

Contractual Authority

Jason Hudson
Division Vice President, Columbia River
Division
Waste Connections, Inc.
12115 NE 99th St., Suite 1830
Vancouver, WA 98682
JasonH@wcnx.org
(360) 944-2374

Attachment: Proposal-FBRL (1691 : Solid Waste Transportation and Disposal)



Name of Company to Execute Contract

Finley-Buttes Limited Partnership

Proposal Validity

FBLP hereby states that its proposal will be valid for one hundred eighty (180) days from the RFP due date.

If you should have any questions or need additional information, please do not hesitate to contact Dean or either of us.

Sincerely,

Finley-Buttes Limited Partnership

A handwritten signature in blue ink, appearing to read "Kevin Green".

Kevin Green
District Manager
Finley Buttes Regional Landfill
73221 Bombing Range Road
Boardman, OR 97818
KevinG@wcnx.org
541-965-1339

A handwritten signature in blue ink, appearing to read "Jason Hudson".

Jason Hudson
Division Vice President, Columbia River
Division
Waste Connections, Inc.
12115 NE 99th St., Suite 1830
Vancouver, WA 98682
JasonH@wcnx.org
(360) 944-2374

CC: Dean Large, FBRL; Jocelyn Jones, FBRL

Attachment: Proposal-FBRL (1691 : Solid Waste Transportation and Disposal)



B—Business Structure

Company to Execute Contract

A corporation and wholly owned subsidiary of Waste Connections, Inc., Finley-Buttes Limited Partnership (FBLP) dba Finley Buttes Regional Landfill (FBRL) is the entity that will enter into the City agreement. Waste Connections, Inc. is a publicly-traded corporation whose common shares are traded under the ticker symbol WCN on both the New York Stock Exchange and the Toronto Stock Exchange. No other entities will be participating in the execution of the proposal.

FBRL proposes to continue operations currently provided to the City under a contract with FBLP. On February 18, 2009, the City consented to the sale of the Waste Management of Washington contract for solid waste transportation and disposal services to WCID originally dated September 30, 1993. FBLP will be obligated to manage the long-term contract for transportation and disposal services and receive solid waste at FBRL, located near Boardman, Oregon.

Subcontractor

Supporting FBRL is Dietrich Trucking LLC, a Washington limited liability company. Dietrich Trucking currently provides subcontract solid waste transportation services between the City of Moscow SWPF Transfer Station and FBRL. These operations will remain unchanged under any new contract. Dietrich Trucking uses six 53-foot possum-belly solid waste trailers having a maximum payload of 32.5 tons. The transfer station has loaded an average of 30.14 tons per trailer over the past 3 years. The introduction of these trailers to the City of Moscow solid waste service has increased maximum payloads by 15 percent and reduced greenhouse gas emissions. Increasing payloads should save time for the City's transfer station operators by decreasing the number of loads each year.

Commitment

FBRL and the managers of Dietrich Trucking are committed to the City of Moscow solid waste services throughout the term of this agreement. Unlike prior solid waste contract holders, we have no plans to offer the contract to any other solid waste firm. Managers at FBRL and Dietrich Trucking have been managing solid waste transportation and disposal services since 1993 and Finley Buttes has more than 200 years of remaining life.

About FBRL

FBRL began operations in 1990 as a fully compliant Subtitle D solid waste landfill. Located south of Boardman, Oregon, Finley Buttes enjoys the benefit of a favorable geology, climate, and transportation hub. Currently, FBRL has approximately 200 years of remaining life and has always operated to the highest environmental standards set by the Environmental Protection Agency. The regulating agency for FBRL is the Oregon DEQ, who issued permit #394 to FBRL in 1990.

FBRL consists of 1,800 acres of property, of which 498 acres are currently permitted for landfill operation. The landfill has an approved design capacity of over 80 million tons and averages 3,200 tons per day in daily gate receipts and over 800,000 tons of solid waste annually. At this rate of fill, it will have a site life in excess of 200 years. FBRL is located in Boardman, Oregon, about 160 miles east of Portland, Oregon. WCI acquired the landfill in March 1999.



FBRL has operated a unique landfill gas-to-energy facility since December 2007. It helps meet Renewable Portfolio Standard (RPS) requirements for renewable energy and the EPA's new Source Performance Standards (NSPS) for greenhouse gas reductions. Energy from the facility is transmitted to PacifiCorp's Troutdale, Oregon, substation where it is distributed to PacifiCorp customers. Use of the landfill gas to co-generate both electricity and heat for Cascade Specialties, Inc.'s adjacent onion drying plant results in energy conversion efficiencies that exceed 70 percent.



Summary of FBRL:

- Subtitle D Regional Landfill: Accepts MSW, Special Waste, Asbestos, C&D, Liquids for Solidification and Liquids for Beneficial Use
- Remaining Capacity: 143,066,000 CY
- Annual tons per year: over 800,000 tons per year or 3,200 tons per day (open 5 days/week)
- Permitted landfill footprint: 498 acres
- Total property: 1,800 acres
- 18 employees (Operators, Laborers, Mechanics Office Staff, Sales Staff)
- Landfill Gas-to-Energy Plant
 - Vertical and horizontal gas wells
 - Landfill gas (LFG) is collected and used to operate 3 Caterpillar engines, generating 4.6 MW of electricity that is transmitted into the electrical grid (enough to power 3,000 homes).
 - Transfers 210,000 therms per year of heat to onion drying plant Cascade Specialties. As a result of this agreement, Cascade Specialties has reduced their annual natural gas usage by 20%-30%.



About Dietrich Trucking

D & R Dietrich and Sons started trucking services in 1999, near the end of Dick Dietrich's 30-year career as the owner of Dietrich Excavation, where Richard had become a valuable employee. As Richard took the helm of their new company, Sand & Gravel Magazine stated, "D & R Dietrich & Sons



is one of the most respected mid-size dump truck and excavation outfits in Southwestern Washington.” D & R continuously grew and became Dietrich Trucking, LLC in 2008. Fast-forward to 2018: Dietrich Trucking has 105 employees, a fleet of over 90 trucks, and is one of the most respected mid-size trucking companies in Washington, Oregon, and Idaho.

In collaboration with their customers, each of Dietrich’s solid waste truck-and-trailer configurations can haul up to 32.5 tons by using 53-foot possum-belly solid waste trailers, where the industry standard is 28 tons or less. Dietrich currently provides the City of Moscow’s MSW transportation service out of their Lewiston, Idaho, yard and have also been transporting solid waste out of the Clearwater Mill for 15 years, with whom Dietrich received a 10-year contract extension in October 2017. Dietrich currently provides similar MSW transportation for the Washington cities of Port Angeles, Grays Harbor, Raymond, Long Beach, and Lewis and Skamania counties; and for the City of Gresham, Oregon.

C—Schedule

FBLP already has equipment, management, and staffing in place—the management team, supporting staff and equipment will remain unchanged under a new contract with the City of Moscow. We currently have six tractors and trailers assigned to your operations and typically replace tractors and trailers on a 10-year cycle. Dietrich Trucking has a local office and maintenance facility in Lewiston, Idaho, to support the City of Moscow solid waste requirements.

D—Insurance and Performance Bond

Evidence of insurance and performance bond are attached as Appendixes A and B. A performance bond will be issued to the City of Moscow in the amount of \$600,000.00 prior to October 1, 2018. Subsequent performance bonds will be in the amount of 60% of the cost of service expected during the period of the bond.

E—Experience

FBRL is a subsidiary of Waste Connections, Inc. WCI owns or operates 94 active municipal solid waste (“MSW”), E&P, and/or non-MSW landfills; has hauling operations in 38 states as well as Canada; and owns or operates 133 transfer stations.

Since its founding in 1997 in Vancouver, Washington, WCI has grown into the third largest solid waste and recycling services provider in North America through a series of acquisitions of private and publicly-traded waste companies; divestitures from other solid waste companies; privatization of governmental operations; and successfully bidding, securing, and maintaining a large number of municipal contracts.

In 2009, WCID purchased the contract for solid waste transportation and disposal services from Waste Management of Washington for the City of Moscow. WCID provides a fleet of 53-foot possum belly solid waste trailers to the City of Moscow Transfer Station and manages the transportation of MSW to FBRL and disposal of MSW at FBRL in Boardman, Oregon. In 2017, WCID handled 20,300 tons of solid waste from the City.

WCI provides similar solid waste transportation and disposal services to Lewis County (52,282 tons in 2017); Aberdeen and Grays Harbor (53,526 tons in 2017); Port Angeles (20,873 tons in 2017);



Skamania County (7,810 tons in 2017); and Clark County (360,623 tons in 2017). Our supporting transportation infrastructure is broad, and our staff are highly experienced. FBRL is the only landfill in Oregon that accepts MSW using barge, rail, and trucking. The Port of Morrow has a solid waste unloading site originally built in support of solid waste hauls using barges. FBRL operates a unit-train sized (9,000 feet) rail siding at the Port of Morrow to receive solid waste by rail. FBRL is near the intersection of I-84 and I-82, where the routes from Portland, Seattle, and Boise converge. This interstate provides reliable truck transport of solid waste to FBRL.

FBRL supports private solid waste collection companies in Pendleton, Hermiston, Heppner, Pasco, and other communities throughout the Northwest with solid waste disposal services. These customers self-haul solid waste to FBRL.

F—References

City of Moscow

Tim Davis
221 E. Second Street
Moscow, ID 83843
208-883-7131
tdavis@ci.moscow.id.us

Skamania County

Brad Uhlig
PO Box 790
Stevenson, WA 98648
(509) 427-3926
uhlig@co.skamania.wa.us

Lewis County

Steve Skinner
Lewis County
PO Box 180
Centralia, WA 98531
(360) 740-1403
Steve.Skinner@lewiscountywa.gov

Grays Harbor/Aberdeen

Mark Cox
Grays Harbor County
PO Box 511
Montesano, WA 98563
(360) 964-1647
mcox@co.grays-harbor.wa



Clark County

Mike Davis
1601 E. Fourth Plain Blvd.
Building 17
Vancouver, WA 98661
360-397-6118, ext 4920

G—Breach of Contract Resolution

Neither FBLP dba FBRL or Dietrich Trucking LLC has received a breach of contract claim during the past 5 years for any contract.

H—Litigation History

Neither FBLP dba FBRL or Dietrich Trucking has had litigation with a local or state agency during the past 5 years.

I—RCRA Subtitle D Landfill Plan

FBRL wholly owns the 1,800-acre landfill located south of Boardman, Oregon. Within the 1,800-acre property, the Oregon DEQ issued permit #394 for 510 acres. We have not expanded into the entire footprint and anticipate a remaining useful life of 200 years. Typically, we line five to 10 acres at a time, typically every two years.

Our Wasco County Landfill acts as a backup to Finley Buttes. Located in The Dalles, Oregon, the Wasco County Landfill has 335 acres and currently has approximately 60 years of remaining life. Wasco is a Subtitle D solid waste landfill operating under Oregon DEQ permit #53.

J—Transport Plan

Dietrich Trucking LLC, guaranteed by FBLP, currently operates six 53-foot, possum-belly solid waste trailers managed from their operations base in Lewiston, Idaho. These trailers have proven to be sufficient to transport 100% of the City of Moscow's solid waste to FBRL. Empty trailers are staged at the City of Moscow Transfer Station, filled by the City-managed employees, and transported to FBRL. Typically, the transportation route is from the transfer station to FBRL, using WA highway 270 to Pullman, WA; highway 195 from Pullman to Colfax, WA; highway 26 from Colfax to WA highway 395; south on WA highway 395 to OR highway 730; west on OR highway 730 to Bombing Range Road, and south on Bombing Range Road to FBRL.

Dietrich Trucking occasionally needs to move its current fleet of 56 trailers from the many sites it manages. The flexibility of a transportation system using trucks allows Dietrich to respond quickly to changing conditions unique to each site. It typically takes one to two days to relocate equipment from any operation in Washington or Oregon. Local management based in Lewiston is readily accessible to the City of Moscow.



K—Alternate Operations Plan

The primary system of operations used by FBRL is truck transport. Due to the location of the City of Moscow, truck transport is the only way to remove solid waste from the transfer station. We rely on a Washington and Oregon system of highways to transport waste out of the City of Moscow. While our primary transport route runs through Colfax to WA highway 395, we could reach FBRL using alternate routes, including WA highway 12 through Lewiston.

Because FBRL is serviced by barge through the Port of Morrow, we could transport solid waste containers through the Port of Lewiston or Tidewater's Wilma Terminal for transport to the Port of Morrow. Likewise, the Port of Lewiston is rail served. In the extremely unlikely event truck transport is no longer available, we would consider solid waste transport by rail through Lewiston.

Dietrich Trucking currently operates 56 solid waste trailers in Oregon and Washington, ordered 10 trailers for delivery Q2 2018 and plans to order 20 additional trailers later this year. If a disaster occurs in a local community, and with a fleet of 86 trailers, Dietrich has equipment assets that could relocate in support of emergency scenarios. Additionally, FBRL has access to hundreds of open-top solid waste shipping containers that were built to transport solid waste on rail or by barge.

Any regional disaster will tax the solid waste system. As a subsidiary of WCI, the 3rd largest solid waste company in the United States and the largest solid waste company in Canada, FBRL can draw upon WCI's resources and work together, as a region, to mitigate the emergency situation.

L—Price Proposal

Our price to provide transportation and disposal service to the City of Moscow is as follows:

Appendix B

Proposed Cost of Service

Cost proposals are based on unit weight of quantities of MSW made available to the proposer. Proposed costs will be used as a basis of contract and no changes or adjustments of cost will be made during contracted period of time. Proposer must complete both Cost of Disposal and Cost of Transportation sections below.

Cost For Disposal of MSW	<u>\$32.69</u>	Per Ton
Cost For Transportation of MSW	<u>\$19.06</u>	Per Ton
Method For Annual Rate Adjustments:	<u>80% of Consumer Price Index, U.S. Average</u>	



M—Proposal Firm Offer

As stated in the enclosed transmittal letter, FBLP hereby states that its proposal will be valid for one hundred eighty (180) days from the RFP due date. The proposal shall remain firm and unaltered from 180 days following February 14, 2018.

Attachment: Proposal-FBRL (1691 : Solid Waste Transportation and Disposal)



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
07/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Portland Oregon Office 851 SW 6th Avenue Suite 385 Portland OR 97204-1309 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:															
INSURED Waste Connections US, Inc. 3 Waterway Square Place Suite 110 The Woodlands TX 77380 USA		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Co.</td> <td>20702</td> </tr> <tr> <td>INSURER D: ACE Property & Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Fire Underwriters Insurance Co.	20702	INSURER D: ACE Property & Casualty Insurance Co.	20699	INSURER E:		INSURER F:	
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INSURER D: ACE Property & Casualty Insurance Co.	20699																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 570067647281 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDOG27867510	08/01/2017	08/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H09061071	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION			XOOG27614620003 SIR applies per policy terms & conditions	08/01/2017	08/01/2018	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLCRC64413557 AOS WLCRC64413545 CA, MA	08/01/2017	08/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE-EA EMPLOYEE \$1,500,000 E.L. DISEASE-POLICY LIMIT \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes: Waste Connections of Idaho, Inc.
 City of Moscow is included as Additional Insured. Additional Insured does not apply to workers' Compensation.

CERTIFICATE HOLDER
CANCELLATION

City of Moscow 122 East 4th Street Moscow ID 83843 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: 10780715

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Waste Connections US, Inc.
POLICY NUMBER See Certificate Number: 570067647281		
CARRIER See Certificate Number: 570067647281	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



January 19, 2018

City of Moscow
221 E. Second Street
Moscow, ID 83843

Re: Finley-Buttes Limited Partnership
Solid Waste Transportation and Disposal Services
Bond Requirement: \$600,000.00

To Whom It May Concern:

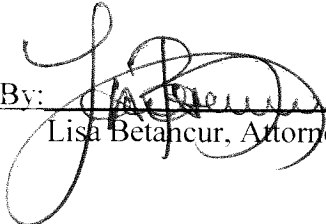
Finley-Buttes Limited Partnership is a highly regarded client of The Hanover Insurance Company for bonding purposes.

We understand that Finley-Buttes Limited Partnership will be presenting a proposal to you for Solid Waste Transportation and Disposal Services. If the proposal is accepted and Finley-Buttes Limited Partnership is asked to post a performance bond, The Hanover Insurance Company will issue this bond on their preferred annually renewable performance bond form in the amount of \$600,000.00 per the Request for Proposals dated January 10, 2018, a copy of which is attached.

If you have any questions about this fine client please feel free to me a call at 916.971.8845.

Sincerely,

The Hanover Insurance Company

By: 

Lisa Betancur, Attorney-In-Fact

Attachment: Proposal-FBRL (1691 : Solid Waste Transportation and Disposal)

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

David W. Garese, Audrey C. Skeen, Brooke A. Skeen, Lisa Betancur and/or Robert Garese

Of **Excel Bonds & Insurance Services, Inc. of Sacramento, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

The Hanover Insurance Company
 Massachusetts Bay Insurance Company
 Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



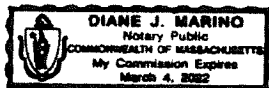
The Hanover Insurance Company
 Massachusetts Bay Insurance Company
 Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
 COUNTY OF WORCESTER) ss.

On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
 Diane J. Marino, Notary Public
 My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of January 2018

CERTIFIED COPY

Theodore G. Martinez
 Theodore G. Martinez, Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On January 19, 2018 before me, Margaret Mary Catarella, Notary Public
(insert name and title of the officer)

personally appeared Lisa Betancur,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Margaret Mary Catarella (Seal)



Bond No. _____

Premium \$ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation duly organized under the laws of the state of _____ and licensed to do business in the State of _____, as Surety, are held and firmly bound unto _____ (Obligee), in the penal sum of _____ (\$_____) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF ~~THIS~~ OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for _____ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this _____ day of _____, _____.

(Witness)

(Attest)

, Attorney-In-Fact

Attachment: Proposal-FBRL (1691 : Solid Waste Transportation and Disposal)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/09/2018**Title:** Almon and Second Streets Geotechnical Evaluation Agreement**Responsible Staff:** Kevin Lilly

Information

DESCRIPTION:

The existing pavement in the eight hundred foot long segment of Almon Street between Third Street and 'A' Street is severely deteriorated. With an Overall Condition Index of 19.37 (Very Poor) out of 100, this segment is in need of a full reconstruction. At one time, this street was paved with Portland cement concrete pavement. Through many years of roadway maintenance and utility repairs it has been overlain with hot mix asphalt pavement, and the underlying concrete pavement has been removed and patched back with asphalt pavement in various locations. This has created a random patchwork of asphalt and concrete pavement sections throughout the roadway segment.

Areas within the three hundred foot long segment of East 2nd Street between Main and Washington Streets in the Central Business District are also partially underlain by Portland cement concrete and are exhibiting moderate signs of distress.

Public Works wishes to evaluate pavement rehabilitation and/or reconstruction options for these two street segments. The attached Master Agreement and Task Order #1 for professional services in an amount not to exceed \$14,975.00 are for Geoprofessional Innovation Corp., Inc. to perform the sub-surface exploration needed to evaluate the existing pavement and subgrade conditions, and to provide an analysis of appropriate reconstruction or rehabilitation alternatives.

STAFF RECOMMENDATION: Recommend approval of the Master Services Agreement and Task Order 1 for the professional services of Geoprofessional Innovation Corp., Inc. in an amount not to exceed \$14,975.00.

ACTION: Recommend approval of the Master Services Agreement and Task Order 1 for the professional services of Geoprofessional Innovation Corp., Inc. in an amount not to exceed \$14,975.00; or provide staff further direction.

Necessary Resources/Impacts

Public Works Staff Time to provide traffic control and review recommendations.

04/03/17 350.150.40.770.80 · Pavement Management Program \$14,975.00

Attachments

ProfessionalServices-MasterAgreement;Geoprofessional Innovation Corp FINAL

Task Order 1-Geoprofessional Innovation Corp FINAL

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
GEOPROFESSIONAL INNOVATION CORPORATION**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (CATEGORY 1A) BETWEEN CITY OF MOSCOW, IDAHO AND GEOPROFESSIONAL INNOVATION CORPORATION, (hereinafter "Agreement"), shall become effective the ____ day of _____, 2018, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and GeoProfessional Innovation Corporation, 6 O'Donnell Road, Pullman, Washington, 99163 (hereinafter "ENGINEERS").

INTRODUCTION

WHEREAS, CITY has a need for Category 1a, General Civil Engineering Design Services relating to geotechnical assessment, including but not limited to road structural analysis, materials testing and associated geotechnical services, to be defined by individual Task Orders (hereinafter "Project") which will set forth Specific Services, Time of Performance, and Payment; and

WHEREAS, ENGINEERS are specially licensed, trained, experienced and competent to perform the services under this Agreement and have agreed to provide such Services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Services:

1.1 Upon execution of this Master Agreement AND any associated Task Order(s) and receipt of CITY's written notice to proceed, ENGINEERS shall comply in all respects and perform and furnish to CITY all Services listed in any corresponding task order(s) incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.

1.2 All documents or materials acquired or produced by the ENGINEERS in conjunction with the Project shall become the property of, and be delivered to, CITY without any restrictions or limitations with respect to their further use thereof. All documents or materials prepared for CITY shall not be distributed by ENGINEERS, sub-engineers, their agents, representatives or employees to any third party without the express written consent of CITY. Use of these documents by CITY on any other project, without written verification or adaptation by ENGINEERS for the specific purpose intended, will be at CITY's sole risk and shall be without liability or legal exposure to ENGINEERS. CITY shall indemnify and hold harmless ENGINEERS from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the use of such documents. Any verification

or adaptation requested by CITY to ENGINEERS will entitle ENGINEERS to further compensation at rates to be agreed upon by CITY and ENGINEERS.

1.3 ENGINEERS shall provide Services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and local laws, ordinances, regulations, and resolutions. ENGINEERS represent and warrant that ENGINEERS will perform work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement, and resulting task order(s) in effect at the time of performance of this Agreement, and associated task order(s). Except for that representation and any representations made or contained in any proposal submitted by ENGINEERS and any reports or opinions prepared or issued as part of the work performed by ENGINEERS under this Agreement, ENGINEERS make no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by ENGINEERS at CITY's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

2. Consideration:

2.1 ENGINEERS shall perform the Services for a Not-To-Exceed total fee as outlined in any corresponding Task Order.

2.2 ENGINEERS shall provide CITY with a monthly statement, as Services warrant, of fees earned and costs incurred for Services provided during the billing period, which CITY will pay within thirty (30) days of receipt of a correct invoice and approval by CITY. CITY will not withhold any Federal or State income taxes or Social Security Tax from any payment made by CITY to ENGINEERS under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of ENGINEER.

2.3 Except as expressly provided in this Agreement and any corresponding Task Orders, ENGINEERS shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, ENGINEERS shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Any out-of-town travel required by individual Task Orders must be pre-approved by the Project Manager and included in the task order. All travel expenses will be reimbursed at cost, per CITY's existing travel policy. Any requested travel related/meal reimbursement must be accompanied by itemized receipts.

For the purposes of this Agreement and resulting task orders, travel between the ENGINEERS' offices and the Project site is not considered out-of-town travel.

3. Time of Performance:

This Agreement shall become effective upon execution by both parties, and shall automatically renew annually on October 1, 2018 for two (2) additional one (1) year periods unless sooner terminated in writing.

4. Independent Contractor:

4.1 In all matters pertaining to this Agreement, ENGINEERS shall be acting as an independent contractor, and neither ENGINEERS nor any officer, employee or agent of ENGINEERS will be deemed an employee of CITY. ENGINEERS have no authority or responsibility to exercise any rights or power vested in CITY, unless expressly provided in any future corresponding Task Order. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

4.2 ENGINEERS shall determine the method, details and means of performing the work and Services to be provided by ENGINEERS under this Agreement. ENGINEERS shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of ENGINEERS in fulfillment of this Agreement.

5. Indemnification and Insurance:

ENGINEERS agree to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all losses, claims, actions, judgments for damages, or injury to 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 ENGINEERS, ENGINEERS servants, agents, officers, employees, representatives, guests, and business invitees. ENGINEERS shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follows: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Professional Liability/Professional errors and omissions One Million Dollars (\$1,000,000) aggregate, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence. ENGINEERS shall maintain in full force and effect Workers' Compensation Insurance, in the statutory limits as required by law, for ENGINEERS and any agents, employees, and staff that the ENGINEERS may employ, and provide proof to CITY of such coverage. CITY shall be named as an additional insured on both General Liability and Automotive policies. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, defend and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, ENGINEERS covenant and agree to indemnify, defend and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the negligent

performance of this Agreement by ENGINEERS or ENGINEERS officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property. ENGINEERS shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEERS' compliance with the requirements of this paragraph and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEERS begin performance of its obligations under this Agreement. In the event the insurance minimums are changed, ENGINEERS shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to CITY Engineer with a copy to CITY's Finance office, and the City Clerk, 206 East Third Street, P.O. Box 9203, Moscow, Idaho, 83843.

6. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY

City of Moscow
Les MacDonald
206 East Third Street
P.O. Box 9203
Moscow, ID 83843
(208) 883-7028

ENGINEER

GeoProfessional Innovation
Corporation
Attn: Andy Abrams, P.E.
6 O'Donnell Road
Pullman, WA 99163
(509) 339-2000
andyabrams2478@gmail.com

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

7. **Assignment:** It is expressly agreed and understood by the parties hereto, that ENGINEERS shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.
8. **Discrimination Prohibited:** In performing the Services required herein, ENGINEERS shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, marital status, veteran status, disability, sexual orientation, genetic information, or any other basis prohibited by Federal, State or local law.
9. **Reports and Information:**
- 9.1 At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement.
- 9.2 ENGINEERS shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from

the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10. **Audits and Inspections:** At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all of ENGINEERS' records with respect to all matters covered by this Agreement. ENGINEERS shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
11. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
12. **Compliance with Laws:** In performing the scope of Services required hereunder, ENGINEERS shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
13. **Public Information:** Pursuant to Idaho Code Section 74-102, *et seq.*, information or documents received from ENGINEERS may be open to public inspection and copying unless exempt from disclosure. ENGINEERS shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. ENGINEERS shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for ENGINEERS' failure to designate individual documents as exempt. ENGINEERS' failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.
14. **Changes:** CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEERS' compensation, which are mutually agreed upon by and between CITY and ENGINEERS, shall be incorporated in future corresponding Task Orders.
15. **Termination:**
 - 15.1 If, through any cause, ENGINEERS, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, or if the City Council determines that

termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEERS of such termination and specifying the effective date of said termination. ENGINEERS to be compensated for all work performed up to date of termination. ENGINEERS may terminate this Agreement at any time by giving at least sixty (60) days' written notice to CITY.

15.2 In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by ENGINEERS under this Agreement shall, at the option of CITY, become CITY's property, and ENGINEERS shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

15.3 Notwithstanding the above, ENGINEERS shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ENGINEERS, and CITY may withhold any payments to ENGINEERS for the purposes of set-off until such time as the exact amount of damages due CITY from ENGINEERS is determined. This provision shall survive the termination of this Agreement and shall not relieve ENGINEERS of its liability to CITY for damages.

16. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
17. **Advice of Attorney:** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
18. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
19. **Appropriations and Approval:** 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.
20. **Resulting Task Orders and Survival:** All Task Orders resulting from this Agreement and executed by both parties during the term of this Agreement will be bound to the terms and conditions of the Agreement until all tasks are completed and accepted by CITY, whether or not the Agreement is terminated or unless tasks are canceled via a change order.
21. **Applicable Law:** 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. Should any litigation be commenced between the parties

hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court.

22. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Moscow.

GeoProfessional Innovation Corporation

City of Moscow, Idaho

Andy J. Abrams, Senior Engineer

Bill Lambert, Mayor

Dated: _____

Dated: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to form

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Andy J. Abrams, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for GeoProfessional Innovation Corporation.

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

TASK ORDER NO. 1

Pursuant to the

MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND GEOPROFESSIONAL INNOVATION CORPORATION

This Task Order is made this _____ day of _____ 2018, and entered into by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho (hereinafter “CITY”), and accepted by GeoProfessional Innovation Corporation (hereinafter “ENGINEERS”), pursuant to the mutual promises, covenants and conditions contained in the Master Agreement Category 1.a, Civil Engineering Design, between the above mentioned parties dated the __ day of _____ 2018. The Project Name for this Task Order 1 is as follows:

CITY OF MOSCOW

ALMON STREET AND SECOND STREET RECONSTRUCTION GEOTECHNICAL ANALYSIS

PROJECT UNDERSTANDING

The eight hundred feet (800') long segment of Almon Street between Third Street and 'A' Street is severely deteriorated. With an Overall Condition Index (OCI) of nineteen point three seven (19.37), it is in need of a full reconstruction. At one time, this street was paved with Portland cement concrete (PCC) pavement. Through many years of roadway maintenance and utility repair, this segment has been overlaid with hot mix asphalt (HMA) pavement, and the underlying PCC pavement has been sawcut and patched with HMA pavement in various locations. This has created a random patchwork of HMA and PCC pavement sections throughout the roadway alignment.

The three hundred feet (300') long segment of East 2nd Street between Main and Washington Streets exhibits similar characteristics to the Almon Street segment described above.

The CITY wishes to evaluate pavement rehabilitation and reconstruction alternatives for these street segments, and has requested that ENGINEERS perform exploration to evaluate the existing pavement and subgrade conditions, and perform an analysis of various reconstruction or rehabilitation alternatives. ENGINEERS will accomplish through an iterative process that combines the latest technology with proven sampling and laboratory testing methods.

SCOPE OF WORK

TASK 1 – DESIGN SERVICES

Exploration

1. ENGINEERS will coordinate exploration with CITY. Exploration is anticipated to occur over a three (3) day period, consecutively. ENGINEERS understand CITY will close the segments of Almon Street and 2nd Street to vehicular traffic, and will arrange for the removal of parked vehicles from the sides of the street during this period. As the street segments will be closed, ENGINEERS understand that no other forms of traffic control will be needed to facilitate ENGINEERS work.
2. Utilize ground penetrating radar (GPR) to explore the road section along the segments described above. The GPR survey methods are outlined below:

A GPR survey will be conducted using Geophysical Survey Systems, Inc. (GSSI) SIR3000 control units with a 1.6 GHz antenna and a 2.6 GHz antenna. The maximum depth of investigation of the 2.6 GHz antenna is approximately eight inches (8”), the maximum depth of investigation of the 1.6 GHz antenna is approximately eighteen inches (18”). The 2.6 GHz antenna data will be used primarily to estimate the asphalt thickness. The 1.6 GHz data will be used to estimate concrete or base thickness. GPR data will be collected across the survey area on north south transects spaced one foot (1’) apart. GPR layers will be digitized using Radan 7* software from GSSI. A 3D model will be created and layers will be digitized and output to DXF format. Data will be gridded and contoured using Surfer 13* from Golden Software° to create contour maps of asphalt depth and concrete depth. Data will be geo-referenced to Idaho State Plane NAD83 US Feet.

3. During GPR survey activities, ENGINEERS will simultaneously utilize coring equipment to accomplish six to eight (6 - 8) cores positioned along the Almon Street alignment. An additional four to five (4 - 5) cores will be obtained along the 2nd Street alignment. The attached fee schedule outlines fees for additional cores that may be added if additional exploration is requested and performed the same day. Cores are planned to extend four to ten inches (4 - 10”) below the existing asphalt surface, to penetrate existing asphalt and concrete pavement. Depending on existing asphalt or concrete thickness, penetrating the roadway section in all locations may not be viable. Cores will vary from three to six inches (3 - 6”) in diameter. Where possible, ENGINEERS will collect samples of the existing base cores and subgrade soil within the upper twelve inches (12”) below the pavement surface.

ENGINEERS will photograph and document each core sample for illustrative purposes. Cores that are not destroyed as part of potential laboratory testing will also be transmitted to the CITY for their future use and evaluation.

Core locations will be backfilled with cold asphalt, or quick setting, high strength, non-shrink grout applied immediately after collecting each core. In ENGINEERS experience, these grout materials have the potential to allow traffic application within a few hours of initial placement.

Laboratory Testing

Perform select laboratory testing on soil samples collected from exploration referencing ASTM International test standards. At this time, the laboratory testing is anticipated to include, but may not be limited to:

- Four to six (4 - 6) natural moisture content tests;
- Two to three (2 - 3) grain size distribution tests;
- Two to three (2 - 3) Atterberg Limits tests.

Analysis and Summary Report

Review field and laboratory data and perform analyses to provide geotechnical recommendations for:

- A. Earthwork
 - Demolition and recycling considerations;
 - Reusability of on-site soil;
 - Subgrade preparation;
 - Wet weather/soil construction;
 - Structural fill and compaction criteria.
- B. Geotextile Applications
 - Separation geotextile uses;
 - Subgrade stabilization textile uses;
 - Filter fabric for trench backfill considerations;
 - Geosynthetic placement requirements.
- C. Asphalt Concrete Pavement (ACP) design using AASHTO design methodology
 - ACP thickness (full depth reconstruction);
 - ACP crushed surfacing thicknesses (full depth reconstruction);
 - Aggregate material properties.
- D. Additional Recommended Services
 - Geotechnical continuity;
 - Plan and specification review;
 - Construction material testing.

Assuming three (3) potential pavement repair alternatives, ENGINEERS will perform an approximate life cycle cost analysis (LCCA) to help CITY evaluate alternatives. Although alternatives may evolve, CITY and ENGINEERS presently anticipate the alternatives likely will include:

- Do nothing;
- Thin grind and overlay;
- Full depth reconstruction.

Each alternative will be compared against the “do-nothing” alternative. ENGINEERS will require obtaining recent construction and roadway maintenance cost data from CITY to accomplish the analysis. It is understood by all parties that the LCCA is not intended to provide an accurate project cost estimate, but rather is intended to facilitate relative cost comparison between alternatives.

ENGINEERS will prepare and provide an electronic copy of the summary of exploration findings and laboratory test results as well as the analysis results and geotechnical opinions and recommendations. ENGINEERS will provide a separate deliverable for each roadway segment, resulting in two (2) separate deliverables.

ASSUMPTIONS

The Scope of Services presented above does not include civil or structural design, traffic control services, stormwater management or erosion control design, concrete pavement section design, developing specifications, environmental site assessment, hazardous substance evaluation, or interacting with agencies other than CITY. Neither does Scope include performing LCCA commensurate with ITD or FHWA standards; performing such detailed LCCA is not viable at this preliminary project stage. Rather, Engineer’s LCCA will be performed using “net present value” calculations based on ENGINEERS pavement section analysis, and cost data provided by CITY. Upon written request, ENGINEERS may provide these services under an amended Scope once exploration and laboratory testing is accomplished, and rehabilitation options are more clearly defined.

TIME OF COMPLETION AND COMPENSATION SCHEDULE

The GPR survey and coring activities are anticipated to begin within ten (10) business days after receiving written authorization to proceed. This is intended to remain flexible to accommodate CITY’S schedule for closing Almon Street to vehicular traffic. A minimum of one (1) weeks’ notice will be given prior to mobilizing the GPR subcontractor. The final summary reports of exploration findings, laboratory test results, and considerations will be available approximately six (6) weeks following exploration, providing necessary cost data and design information is readily available for each roadway segment. ENGINEERS will deliver results at CITY’S request as they become available.

COMPENSATION AND COMPLETION SCHEDULE			
Task	Description	Completion Date	Compensation
1	Exploration, Testing, and Analysis (Lump Sum)	Eight weeks after Notice to Proceed	\$14,975
TASK ORDER TOTAL NOT TO EXCEED:			\$14,975

The Not-To-Exceed amount to complete all services listed above for this Task Order No. 1 is fourteen thousand nine hundred seventy five dollars (**\$14,975**). ENGINEERS Rate Schedule details are set out in the attached Exhibit “A”. No compensation will be paid over the Not-To-Exceed amount without prior written approval by CITY in the form of a Change Order. Monthly invoices shall be billed for time actually spent on the Project. Any and all travel will only be

reimbursed if pre-approved by the Project Manager, and only per CITY Travel Policy. Reimbursable expenses will be paid at cost and only if pre-approved by the Project Manager, and accompanied by an itemized receipt. Any travel and/or reimbursables paid will be paid as part of the Not-To-Exceed Task Order Total per the Compensation and Completion Schedule above.

ENGINEERS

GeoProfessional Innovation Corporation

Andy J. Abrams, Senior Engineer

Dated: _____

CITY

City of Moscow, Idaho

Gary J. Riedner, City Supervisor

Dated: _____

EXHIBIT “A”

A. *Standard Hourly Rates.*

1. Standard Hourly Rates are set forth in this Exhibit “A” and include salaries and wages paid to personnel in each billing class, plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates are subject to annual review and adjustment.

B. *Schedule of Hourly Rates.*

Principal Engineer	\$165.00/hour
Principal Engineer	155.00/hour
Project Development Engineer Sr.	150.00/hour
Project Manager	139.00/hour
Project Manager	130.00/hour
Engineer V	130.00/hour
Engineer IV	120.00/hour
Engineer, PhD	250.00/hour
Engineer III	115.00/hour
Engineer II	108.00/hour
Engineer I	95.00/hour
Engineer Assistant	60.00/hour
Sr. Engineer Tech II	90.00/hour
Sr. Engineer Tech I	85.00/hour
Professional Land Surveyor II	140.00/hour
Professional Land Surveyor I	125.00/hour
Crew Chief II	100.00/hour
Crew Chief I	95.00/hour
Crew Member	80.00/hour
Survey Technician II	100.00/hour
Survey Technician I	95.00/hour
GIS Manager	105.00/hour
GIS Technician II	90.00/hour
GIS Technician I	80.00/hour
Cad Technician III	85.00/hour
Cad Technician II	80.00/hour
Cad Technician I	70.00/hour
Sr. Project Administrator	75.00/hour
Project Administrator	65.00/hour
Sr. Administrative Assistant	55.00/hour
Administrative Assistant	45.00/hour
No Charge Services	0.00/hour