



Public Works / Finance Committee

Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

Council Chambers

4:00 PM

July 9, 2018

206 E. Third St.

Action Items

1. Disbursement Report For June 2018 - Sarah Banks

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

ACTION: Approve and sign the Disbursements Report for the month of June 2018.

Documents:

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

2. Third Quarter Financial Report (April 1, 2018 To June 30, 2018) For FY2018 - Sarah Banks

Staff will present the financial report for the 3rd quarter of fiscal year 2018 (April, May, June).

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

Documents:

[THIRD QUARTER FINANCIAL REPORT.PDF](#)

3. Moscow School District Community Playfields Pathway Project - David Schott

Staff is requesting authorization to retain McCall's Classic Construction, Inc. for the Moscow School District Community Playfields Pathway Project in the amount of \$23,326.50 with a ten percent contingency of \$2,332.65 for a total amount not to exceed \$25,659.15. On June 7, 2018, the City issued a solicitation of bids for the Moscow School District Community Playfields Pathway Project to four concrete contractors with one (1) bid proposal received with a base bid of \$22,896.50 and alternate #1 (relocating irrigation system lateral) of \$430 for a total bid amount of \$23,326.50. The project includes the installation of an eight (8) foot concrete pathway from the northwest corner of the existing parking lot to Field 4 to the north. The origin

of the project was a request from the public to provide ADA compliant access to Field 4. The FY2018 budget for the project is \$32,000 for an American with Disabilities Act (ADA) compliant pathway to Field 4. The expense, \$25,659.15, will be expensed from 121-185-30-658-20, R & M Grounds - Moscow School District Community Playfields.

PROPOSED ACTIONS: Recommend Council authorization to retain McCall's Classic Construction, Inc. for the Moscow School District Community Playfields Pathway Project in the amount of \$23,326.50 with a ten percent contingency of \$2,332.65 for a total amount not to exceed \$25,659.15; or provide staff further direction.

Documents:

[MSD COMMUNITY PLAYFIELD PATHWAY PROJECT.PDF](#)

4. Great West Engineering Master Agreement For Professional Services - Kevin Lilly

Public Works wishes to add the firm of Great West Engineering, Inc. of Great Falls, MT to our consultant roster so that any future design work for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Agreement has been created for this purpose.

PROPOSED ACTION: Recommend approval of the draft Master Services Agreement for professional services by Great West Engineering, Inc., or provide staff further direction.

5. Bid Award 5339 Grant Shelters - 2018 - Nate Suhr

The City published an advertisement for bids on June 16, 2018 for the 5339 Grant Shelters - 2018 Project. The base bid for the project provides for the assembly and installation of six (6) owner furnished, pre-manufactured shelters: Three (3) 5' x 10' bus shelters, two (2) 5' x 14' bus shelters, and one (1) 12' x 18' bicycle shelter at City Hall. It will also includes the installation of trash receptacles, two-tiered bicycle racks, a bicycle repair station, and one (1) owner furnished, pre-manufactured bench. This project also includes reinforced concrete support slabs, retaining walls, adjoining sidewalks, and some necessary electrical work. The Engineer's estimate for the project was \$98,502.32.

Bid opening for the project took place on July 3rd, 2018, at which three responsive bids were received. Of the responsive bids received, numbers ranged from \$98,624.82 to \$142,893.82. McCall's Classic Construction was the low bidder on the project with a bid of \$98,624.82. See attached bid tabulation.

On December 18, 2017, the City Council approved the Grant Project Funding Agreement for the ITD 5339 Bike and Bus Shelter grant in the amount of \$141,000, including \$114,800 of federal funds and \$26,200 in local match. These funds will be appropriated in the August 2018 open budget process, along with the appropriation for expending the funds.

PROPOSED ACTIONS: Recommend City Council accept the low bid from McCall's Classic Construction, award the contract in the amount of \$98,624.82, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or provide staff further direction.

Documents:

[BID AWARD 5339 GRANT SHELTERS.PDF](#)

6. Keller Associates Master Agreement For Professional Services - Kevin Lilly

The Public Works Department wishes to retain the firm of Keller Associates, Inc. of Meridian, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. Keller's original Master Agreement was executed on June 27, 2016 and has recently expired. The attached second Master Agreement will allow the City to continue to retain Keller for ongoing and upcoming design services.

PROPOSED ACTIONS: Recommend approval of the draft Master Services Agreement for professional services by Keller Associates, Inc., or provide staff further direction.

Documents:

[KELLER ASSOCIATES MASTER AGREEMENT.PDF](#)

7. Itani Park Professional Engineering Services Agreement - David Schott

The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250. The funding source is the Hamilton Fund, and was approved through the FY18 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects are required to be authorized through the annual budget process.

The purchase of playground equipment and rubber safety tiles was approved by City Council on June 18, 2018. The next step in the project is to construct a pad for the playground equipment and an accessible path to the playground equipment. Due to the topography and the drainage of the park, professional engineering services are required for the pathway design to meet the Americans with Disabilities Act (ADA) and ensure proper drainage.

PROPOSED ACTIONS: Recommend authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250 with funding source from the Hamilton Fund or provide staff further direction.

Documents:

[ITANI PARK PROFESSIONAL ENGINEERING SERVICES AGREEMENT.PDF](#)

Reports

1. Third And Adams Streets Raised Crosswalk - Les MacDonald

2. Spin Dockless Bike Share Program - Les MacDonald

Over the last several years the University of Idaho and the City of Moscow have considered the possibility of implementing a Bike Share Program within the City. During that time, the industry has expanded to include both standard docked bike share systems as well as the newer dockless bike share systems. The University has taken the lead on discussing the implementation of a dockless system on campus and is interested in having the City of Moscow participate in the program so as to provide the greatest opportunity for a successful system. The University has entered into a Memorandum of Understanding with Spin Bikes to launch a dockless system on the campus with the beginning of the 2018/2019 school year. This briefing is to introduce the Committee members to the concept of dockless bike share systems and to discuss interest in expanding the Spin system throughout the community.

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

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/09/2018**Title:** Disbursement Report for June 2018**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending June 30, 2018. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,239,246.89.

Payroll	\$1,084,276.00
Professional Services	51,924.00
Sanitation	296,686.00
Capital Outlay	235,924.00
Supplies	56,684.00
Retainage	6,596.00
Capital Outlay-Equipment	3,760.00
Utilities	75,364.00
Capital Outlay-Improvements	94,604.00
Contractual Payments	168,323.00
ACH Wells Fargo	38,015.00
UB Refund	11,685.00
Total	\$2,123,841.00

STAFF RECOMMENDATION: Approve report.

ACTION: Approve and sign the Disbursements Report for the month of June 2018.

Necessary Resources/Impacts

\$2,239,246.89

Attachments

Cash & Investments Balances - June 2018

Disbursements Report - June 2018

Revenue 2018

City of Moscow Cash and Investments Balances as of 6/30/2018		
Fund	Year to Date Balance	
General Fund	\$	4,394,805.28
Street Fund	\$	1,384,746.69
Culture & Recreation	\$	1,450,489.87
MSDCPF	\$	160,268.85
1912 Fund	\$	76,312.71
Art Fund	\$	-
Transit Center	\$	109,330.70
Water Fund	\$	2,579,177.01
Sewer/WWTP	\$	3,879,489.43
Sanitation Fund	\$	2,226,078.07
Fleet Fund	\$	2,567,029.83
Information Systems	\$	1,755,776.63
Water Capital	\$	6,761,436.07
Sewer Capital	\$	7,296,966.18
Capital Projects	\$	5,508,154.16
Sanitation Capital	\$	4,722,502.04
LID construction	\$	179,729.88
Hamilton	\$	2,570,366.87
Bond & Interest	\$	184,758.21
LID Funds	\$	31,558.09
Payroll Service	\$	541,303.32
Total Cash & Investments	\$	48,380,279.89

DISBURSEMENTS REPORT FOR JUNE 2018										
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	GRAND TOTALS
		6/8/2018	6/15/2018	6/22/2018	6/27/2018	6/28/2018	6/29/2018	6/8/2018	6/8/2018	6/22/2018
BATCH #		00002.06.2018	00003.06.2018	00004.06.2018	00005.06.2018	00007.06.2018	00008.06.2018	00102.06.2018	00100.06.2018	000-00-0200
CHECK #'s		87650-87733	87734-87815	87816-87876	87877-87918	87919	87920	June's CC.ACHS	20724-20731	20732-20740
Fund #										
	ACH for Wells Fargo to be Imported 7/9/18							7403.76		7,403.76
101	GENERAL	159,702.88	19,497.82	22,101.84	3,332.00			11,472.09	300,105.52	329,671.63
105	STREETS	2,212.71	29,848.37	5,994.83				115.07	25,254.11	26,771.72
120	RECREATION AND CULTURE	30,729.60	15,104.21	21,456.62	4,970.93		2,000.00	4,643.98	56,892.67	83,425.16
121	MSD COMM. PLAY FIELDS	179.16	673.62	2,200.00					2,125.21	2,454.46
123	1912 CENTER				7,916.67					7,916.67
128	TRANSIT CENTER	149.14	905.41							1,054.55
220	WATER	5,038.78	30,444.43	5,235.05	1,379.49			4,609.93	46,510.27	49,452.54
230	SEWER	14,125.45	54,279.55	4,147.70	661.95	1,333.00		3,563.51	47,529.05	47,593.46
240	SANITATION	400.15	279,860.71		13,434.50				3,751.26	3,837.19
290	FLEET	8,107.30	8,441.29	3,677.41	6,330.37			1,341.45	12,595.12	12,906.85
295	INFORMATION SYSTEMS	5,923.91	11,427.78		409.05			4,144.48	16,516.74	16,883.39
320	WATER CAPITAL PROJECTS				81,904.10			690.43		82,594.53
330	SEWER CAPITAL PROJECTS	90,567.79			2,705.92					93,273.71
340	SANITATION CAPITAL PROJ									0.00
350	CAPITAL PROJECTS	28,418.75	10,581.84		119,143.76			30.00		158,174.35
355	LID CONSTRUCTION									0.00
380	HAMILTON - PARKS & REC									0.00
590	BONDS & INTEREST									0.00
	TOTAL	345,555.62	461,065.03	64,813.45	242,188.74	1,333.00	2,000.00	38,014.70	511,279.95	572,996.40
										2,239,246.89

WIRE Transfers:

_____ Kathryn Bonzo, Chair

_____ Brandy Sullivan

_____ Jim Boland

_____ Gary J. Riedner, Acting Finance Director

Attachment: Disbursements Report - June 2018 (1765 : Disbursement Report for June 2018)

RECEIPTS REPORT FOR JUNE 2018

RECEIPTS REPORT FOR JUNE 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	180,617.82	88,699.45	47,293.97	114,415.00	127,092.24	10,105.26	28,301.71	5,105.56	0.00	11,002.77	612,633.78
105	STREETS	23,708.51	0.00	0.00	0.00	24,725.09	0.00	0.00	84.00	0.00	0.00	48,517.60
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	110,681.16	0.00	0.00	98.51	5,151.00	0.00	115,930.67
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	457,522.88	0.00	39,163.52	0.00	0.00	0.00	496,686.40
230	SEWER	0.00	0.00	0.00	0.00	553,229.48	0.00	0.00	2,212.40	0.00	0.00	555,441.88
240	SANITATION	0.00	0.00	0.00	0.00	379,725.16	0.00	0.00	2,000.00	0.00	0.00	381,725.16
290	FLEET	0.00	0.00	0.00	0.00	75,213.28	0.00	0.00	0.00	0.00	0.00	75,213.28
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	97,568.34	0.00	0.00	3.92	0.00	0.00	97,572.26
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	4,103.04	0.00	0.00	0.00	4,103.04
590	BOND & INTEREST	5,748.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,748.55
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.89	0.89
TOTAL		210,074.88	88,699.45	47,293.97	121,046.55	1,827,137.17	10,105.26	71,568.27	9,504.39	5,151.00	11,003.66	2,401,584.60

Attachment: Revenue 2018 (1765 : Disbursement Report for June 2018)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/09/2018**Title:** Third Quarter Financial Report (May 1, 2018 to June 30, 2018) for FY2018**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: Staff will present the financial report for the 3rd quarter of fiscal year 2018 (April, May, June).

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

FY2018 3rd Quarter Financial 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	June-18 YTD	Percent of Year 75% Budget to Actual To Date
General Fund				
Revenues	15,234,279	15,234,279	9,835,956	64.56%
Salaries & Benefits	8,573,270	8,573,270	6,498,679	75.80%
Operations	3,961,560	3,961,560	2,391,069	60.36%
Capital Outlay	178,900	178,900	250,012	0.00%
Transfers	2,520,549	2,520,549	1,977,912	78.47%
Total General Fund Expenditures	15,234,279	15,234,279	11,117,672	72.98%
Bond & Interest Debt Service Revenue	10,277,422	10,277,422	111,463	1.08%
Bond & Interest Debt Service Expenditures	10,277,422	10,277,422	26,325	0.26%
Other Governmental Funds				
Revenues	6,653,509	6,653,509	3,937,906	59.19%
Salaries & Benefits	2,549,270	2,549,270	1,571,685	61.65%
Operations	2,606,854	2,606,854	1,349,655	51.77%
Capital Outlay	80,970	80,970	20,370	25.16%
Transfers	1,416,415	1,416,415	1,094,817	77.29%
Debt Service	0	0	0	0.00%
Total Other Governmental Expenditures	6,653,509	6,653,509	4,036,526	60.67%
All Capital Projects Funds				
Revenues	24,372,301	24,372,301	6,154,206	25.25%
Capital Outlay	24,372,301	24,372,301	2,949,173	12.10%
Total Capital Projects Expenditures	24,372,301	24,372,301	2,949,173	12.10%
Enterprise Funds				
Revenues	19,965,840	19,965,840	13,844,550	69.34%
Salaries & Benefits	2,728,815	2,728,815	1,961,103	71.87%
Operations	7,743,682	7,743,682	4,201,844	54.26%
Capital Outlay	765,700	765,700	175,936	22.98%
Debt Service	1,148,710	1,148,710	1,231,454	107.20%
Transfers	7,578,933	7,578,933	5,724,100	75.53%
Total Enterprise Fund Expenditures	19,965,840	19,965,840	13,294,437	66.59%
Internal Service Funds				
Revenues	3,393,368	3,393,368	2,246,674	66.21%
Salaries & Benefits	776,000	776,000	566,110	72.95%
Operations	1,685,868	1,685,868	902,002	53.50%
Capital Outlay	912,500	912,500	226,006	24.77%
Transfers	19,000	19,000	19,000	100.00%
Total Fleet Management Expenditures	3,393,368	3,393,368	1,713,118	50.48%
Total City Revenue (1)	79,896,719	79,896,719	36,130,755	45.22%
Total City Expenses	79,896,719	79,896,719	33,137,251	41.48%

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: FY2018 3rd Quarter Financial Report (1767 : Third Quarter Financial Report (May 1, 2018 to June 30, 2018) for FY2018)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/09/2018**Title:** Moscow School District Community Playfields Pathway Project**Responsible Staff:** David Schott

Information

DESCRIPTION: Staff is requesting authorization to retain McCall's Classic Construction, Inc. for the Moscow School District Pathway Project in the amount of \$23,326.50 with a ten percent contingency of \$2,332.65 for a total amount not to exceed \$25,659.15.

On June 7, 2018, the City issued a solicitation of bids for the Moscow School District Community Playfields Pathway Project to four concrete contractors with one (1) bid proposal received with a base bid of \$22,896.50 and alternate #1 (relocating irrigation system lateral) of \$430 for a total bid amount of \$23,326.50. The project includes the installation of an eight (8) foot concrete pathway from the northwest corner of the existing parking lot to Field 4 to the north.

The origin of the project was a request from the public to provide ADA compliant access to Field 4.

The FY2018 budget for the project is \$32,000 for an American with Disabilities Act (ADA) compliant pathway to Field 4. The expense, \$25,659.15, will be expensed from 121-185-30-658-20, R & M Grounds - Moscow School District Community Playfields.

STAFF RECOMMENDATION: Recommend Council authorization to retain McCall's Classic Construction, Inc. for the Moscow School District Community Playfields Pathway Project in the amount of \$23,326.50 with a ten percent contingency of \$2,332.65 for a total amount not to exceed \$25,659.15.

PROPOSED ACTIONS: Recommend Council authorization to retain McCall's Classic Construction, Inc. for the Moscow School District Community Playfields Pathway Project in the amount of \$23,326.50 with a ten percent contingency of \$2,332.65 for a total amount not to exceed \$25,659.15; or provide staff further direction.

Necessary Resources/Impacts

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

Attachments

MSD Pathway Project 2018

ProfessionalServices-McCall'sClassic;MSDCP PathwayProject(2018)pm3

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 6-12-2018

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for MOSCOW SCHOOL DISTRICT PATHWAY PROJECT, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Assistant Parks and Recreation Director.
8. The undersigned, as a bidder, acknowledges that Addenda Number NA through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

MOSCOW SCHOOL DISTRICT PATHWAY PROJECT

PAGE 4 OF 102

Attachment: MSD Pathway Project 2018 (1764 : Moscow School District Community Playfields Concrete Pathway Project)

10. The undersigned holds Idaho State Contractor's License Number 14493-A-4.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a.	<u>NONE</u>		
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for MOSCOW SCHOOL DISTRICT PATHWAY PROJECT as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULEBase Construction Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ <u>1089.00</u>	\$ <u>1089.00</u>
2.	Concrete Sidewalk	385 SY	\$ <u>52.93</u>	\$ <u>20,377.50</u>
3.	Subgrade Separation Geotextile	385 SY	\$ <u>1.86</u>	\$ <u>715.00</u>
4.	4-Inch PVC Pipe, Drainage	50 LF	\$ <u>8.25</u>	\$ <u>412.50</u>
5.	4-Inch PVC Pipe, Irrigation Sleeve	20 LF	\$ <u>8.25</u>	\$ <u>165.00</u>
6.	Traffic / Pedestrian Control	1 LS	\$ <u>550.00</u>	\$ <u>550.00</u>
Base Bid Total				\$ <u>22,896.50</u>

Alternative Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Relocate Irrigation System Lateral, Three Heads	43 LF	\$ <u>10.00</u>	\$ <u>430.00</u>

McCALL'S CLASSIC CONSTRUCTION
Firm Name of Bidder

[Signature]
Signature of Bidder

ESTIMATOR
Official Title

945 BEACHVIEW BLVD CLARKSTON
Bidders Mailing Address WA 99403

12493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 7:30 am This 12th day of JUNE, 2018

MOSCOW SCHOOL DISTRICT PATHWAY PROJECT

PAGE 6 OF 102

**CONSTRUCTION AGREEMENT FOR
MOSCOW SCHOOL DISTRICT PATHWAY PROJECT
BETWEEN CITY OF MOSCOW, IDAHO AND
MCCALL'S CLASSIC CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR MOSCOW SCHOOL DISTRICT PATHWAY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR"):

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's bid;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR, concerning the work to be performed, are this Agreement, pages one (1) through five (5), and the following:

1. Invitation to Bid;
2. Project Specifications titled: MOSCOW SCHOOL DISTRICT
PATHWAY PROJECT
3. Bid/Proposal of CONTRACTOR, dated June 12, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
7. Addenda issued prior to opening of bids, physically attached to this Agreement.

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

ARTICLE 2. WORK

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

MOSCOW SCHOOL DISTRICT PATHWAY PROJECT

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed on or before ten (10) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of twenty three thousand three hundred twenty six dollars and fifty cents (\$23,326.50) for Base Bid and Alternate Number One (the Contract Sum), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of twenty three thousand three hundred twenty six dollars and fifty cents (\$23,326.50) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

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

**ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION**

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

**ARTICLE 8.
CONFLICT OF INTEREST**

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

**ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY**

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

**ARTICLE 10.
ADHERENCE TO LAW REQUIRED**

All applicable Federal, State and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. LEGAL FEES

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

ARTICLE 12. JURISDICTION AND VENUE

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

ARTICLE 13. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

ARTICLE 14. COMMUNICATIONS

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

CONTRACTOR:

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

CITY:

City of Moscow
David Schott
Assistant Parks and Recreation Director
650 North Van Buren Street
P O Box 9203
Moscow, Idaho 83843

ARTICLE 15. 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, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**ARTICLE 16.
APPROVAL REQUIRED**

This Agreement shall not become effective or binding until approved by CITY.

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

CONTRACTOR:

McCall's Classic Construction, Inc.

CITY:

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for McCall's Classic Construction, Inc.

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

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 6-12-2018

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for MOSCOW SCHOOL DISTRICT PATHWAY PROJECT, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Assistant Parks and Recreation Director.
8. The undersigned, as a bidder, acknowledges that Addenda Number NA through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

MOSCOW SCHOOL DISTRICT PATHWAY PROJECT

PAGE 4 OF 102

10. The undersigned holds Idaho State Contractor's License Number 14493-A-4.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a.	<u>NONE</u>		
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for MOSCOW SCHOOL DISTRICT PATHWAY PROJECT as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULEBase Construction Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 1089. ⁰⁰	\$ 1089. ⁰⁰
2.	Concrete Sidewalk	385 SY	\$ 52. ⁹³	\$ 20,377. ⁵⁰
3.	Subgrade Separation Geotextile	385 SY	\$ 1. ⁸⁶	\$ 715. ⁰⁰
4.	4-Inch PVC Pipe, Drainage	50 LF	\$ 8. ²⁵	\$ 412. ⁵⁰
5.	4-Inch PVC Pipe, Irrigation Sleeve	20 LF	\$ 8. ²⁵	\$ 165. ⁰⁰
6.	Traffic / Pedestrian Control	1 LS	\$ 550. ⁰⁰	\$ 550. ⁰⁰
Base Bid Total				\$ 22,896.⁵⁰

Alternative Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Relocate Irrigation System Lateral, Three Heads	43 LF	\$ 10. ⁰⁰	\$ 430. ⁰⁰

McCall's Classic Construction
Firm Name of Bidder

[Signature]
Signature of Bidder

ESTIMATOR
Official Title

945 BEACHVIEW BLVD CLARKSTON
Bidders Mailing Address WA 99403

12493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 7:30 am This 12th day of JUNE, 2018

MOSCOW SCHOOL DISTRICT PATHWAY PROJECT

PAGE 6 OF 102

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/09/2018**Title:** Bid Award 5339 Grant Shelters - 2018**Responsible Staff:** Nate Suhr

Information

DESCRIPTION: The City published an advertisement for bids on June 16, 2018 for the 5339 Grant Shelters - 2018 Project. The base bid for the project provides for the assembly and installation of six (6) owner furnished, pre-manufactured shelters: Three (3) 5' x 10' bus shelters, two (2) 5' x 14' bus shelters, and one (1) 12' x 18' bicycle shelter at City Hall. It will also includes the installation of trash receptacles, two-tiered bicycle racks, a bicycle repair station, and one (1) owner furnished, pre-manufactured bench. This project also includes reinforced concrete support slabs, retaining walls, adjoining sidewalks, and some necessary electrical work. The Engineer's estimate for the project was \$98,502.32

Bid opening for the project took place on July 3rd, 2018, at which three responsive bids were received. Of the responsive bids received, numbers ranged from \$98,624.82 to \$142,893.82. McCall's Classic Construction was the low bidder on the project with a bid of \$98,624.82. See attached bid tabulation.

On December 18, 2017, the City Council approved the Grant Project Funding Agreement for the ITD 5339 Bike and Bus Shelter grant in the amount of \$141,000, including \$114,800 of federal funds and \$26,200 in local match. These funds will be appropriated in the August 2018 open budget process, along with the appropriation for expending the funds.

STAFF RECOMMENDATION: Recommend City Council accept the low bid from McCall's Classic Construction, award the contract in the amount of \$98,624.82, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS: Recommend City Council accept the low bid from McCall's Classic Construction, award the contract in the amount of \$98,624.82, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or provide staff further direction.

Necessary Resources/Impacts

(PERSONNEL) City staff will administer the construction contract and inspection.

(FISCAL) Funds will be expended from Capital Projects Multimodal Transportation Improvements 350.150.40.770.75 (\$98,624.82)

07/16/18 350.150.40.770.75 · Capital Projects Multimodal Improvements Projects \$98,624.82

Attachments

5339 Grant Shelters - Bid Tabulation
Construction Agreement

5339 Grant Shelters : Detailed Bid Tabulation

Item No.	Item	Quantity	Unit	Engineer's Estimate		Bid From: McCall's Classic		Bid From: Russell Construction		Bid From: Curtis Concrete	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	1 Mobilization (10% Contract Total)	1.0	LS	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00	\$ 19,000.00	\$ 19,000.00	\$ 7,500.00	\$ 7,500.00
	2.1 Remove Existing Sidewalk	105	SY	\$ 20.00	\$ 2,100.00	\$ 40.00	\$ 4,200.00	\$ 10.00	\$ 1,050.00	\$ 46.50	\$ 4,882.50
	2.2 Remove Existing Curb	124	LF	\$ 20.00	\$ 2,480.00	\$ 12.00	\$ 1,488.00	\$ 8.00	\$ 992.00	\$ 16.00	\$ 1,984.00
	2.3 Remove Existing Asphalt	17	SY	\$ 20.00	\$ 340.00	\$ 35.00	\$ 595.00	\$ 147.50	\$ 2,507.50	\$ 50.00	\$ 850.00
	3 Excavation	119	CY	\$ 25.00	\$ 2,975.00	\$ 50.00	\$ 5,950.00	\$ 24.50	\$ 2,915.50	\$ 65.00	\$ 7,735.00
	4 Remove/Dispose Fence	25	LF	\$ 10.00	\$ 250.00	\$ 10.00	\$ 250.00	\$ 16.00	\$ 400.00	\$ 20.00	\$ 500.00
	5 Construct Concrete Type 'A' Curb	72	LF	\$ 40.00	\$ 2,880.00	\$ 20.00	\$ 1,440.00	\$ 50.00	\$ 3,600.00	\$ 30.00	\$ 2,160.00
	6 Reinforced Concrete Slab	133	SY	\$ 80.00	\$ 10,640.00	\$ 67.50	\$ 8,977.50	\$ 80.00	\$ 10,640.00	\$ 68.00	\$ 9,044.00
	7.1 Concrete Sidewalk	348	SY	\$ 60.00	\$ 20,880.00	\$ 54.00	\$ 18,792.00	\$ 63.00	\$ 21,924.00	\$ 58.50	\$ 20,358.00
	7.2 Concrete Pedestrian Ramp	15	SY	\$ 120.00	\$ 1,800.00	\$ 112.50	\$ 1,687.50	\$ 200.00	\$ 3,000.00	\$ 120.00	\$ 1,800.00
	8.1 Plastic Truncated Dome	10	SF	\$ 20.00	\$ 200.00	\$ 31.25	\$ 312.50	\$ 25.00	\$ 250.00	\$ 20.00	\$ 200.00
	8.2 Cast Iron Truncated Dome	20	SF	\$ 40.00	\$ 800.00	\$ 62.50	\$ 1,250.00	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00
	9 Block Retaining Wall	172	SFF	\$ 30.00	\$ 5,160.00	\$ 25.00	\$ 4,300.00	\$ 45.00	\$ 7,740.00	\$ 48.00	\$ 8,256.00
	10 HMA Asphalt Patch	2.7	TON	\$ 200.00	\$ 540.00	\$ 400.00	\$ 1,080.00	\$ 1,111.11	\$ 3,000.00	\$ 110.00	\$ 297.00
	11 Construct Chain Link Fence	45	LF	\$ 40.00	\$ 1,800.00	\$ 35.00	\$ 1,575.00	\$ 33.33	\$ 1,500.00	\$ 60.00	\$ 2,700.00
	12 Construct Railing	34	LF	\$ 100.00	\$ 3,400.00	\$ 155.00	\$ 5,270.00	\$ 121.47	\$ 4,130.00	\$ 80.00	\$ 2,720.00
	13 Misc Landscaping	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
	14.1 Install 5' x 10' Shelter and Accessories	3	EA	\$ 1,750.00	\$ 5,250.00	\$ 3,500.00	\$ 10,500.00	\$ 3,200.00	\$ 9,600.00	\$ 8,000.00	\$ 24,000.00
	14.2 Install 5' x 14' Shelter and Accessories	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 4,500.00	\$ 9,000.00	\$ 3,200.00	\$ 6,400.00	\$ 9,200.00	\$ 18,400.00
	14.3 Install 12' x 18' Shelter and Accessories	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,600.00	\$ 4,600.00	\$ 10,000.00	\$ 10,000.00
	14.4 Install 6' Bench and Accessories	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00
	15 Traffic Control	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 4,500.00	\$ 4,500.00	\$ 16,300.00	\$ 16,300.00	\$ 7,500.00	\$ 7,500.00
	16 Owner Provided Equipment Use Fee	1	LS	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32
Total Cost Installation				TOTAL	\$ 98,502.32	TOTAL	\$ 98,624.82	TOTAL	\$ 125,456.32	TOTAL	\$ 142,893.82
						100.12%		127.36%		145.07%	

Attachment: 5339 Grant Shelters - Bid Tabulation (1752 : Bid Award 5339 Grant Shelters - 2018)

CONSTRUCTION AGREEMENT
5339 GRANT SHELTERS - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT 5339 GRANT SHELTERS - 2018 BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2018, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR'S bid;

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

ARTICLE 1.
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the work to be performed are this Agreement, pages one (1) through five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: 5339 Grant Shelters – 2018
City of Moscow Project No. 108-017
3. Bid/Proposal of Contractor, dated July 3, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. One Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2.
WORK

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

"5339 Grant Shelters - 2018"

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than receipt of the Notice to Proceed and shall be substantially completed no later than September 14, 2018. The work shall be completed within Forty-Five (45) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. The CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4.
CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Ninety Eight Thousand Six Hundred Twenty Four and 82/100 Dollars (\$98,624.82) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR'S bid amount of Ninety Eight Thousand Six Hundred Twenty Four and 82/100 Dollars (\$98,624.82) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

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INDEPENDENT CONTRACTOR

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

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SCOPE OF SERVICES

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

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

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

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ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

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ADHERENCE TO LAW REQUIRED

All applicable Federal, State and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

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LEGAL FEES

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

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COMMUNICATIONS

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

Contractor:	McCall's Classic Construction, Inc. 945 Beachview Boulevard Clarkston, Washington 99403	City:	City Engineer City of Moscow 206 East Third Street P O Box 9203 Moscow, Idaho 83843
-------------	---	-------	---

ARTICLE 15.
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, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

ARTICLE 16.
APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by the City of Moscow.

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

Contractor: McCall's Classic Construction, Inc.

City: City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for McCall's Classic Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

Attachment: Construction Agreement (1752 : Bid Award 5339 Grant Shelters - 2018)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/09/2018**Title:** Keller Associates Master Agreement for Professional Services**Responsible Staff:** Kevin Lilly

Information

DESCRIPTION: The Public Works Department wishes to retain the firm of Keller Associates, Inc. of Meridian, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. Keller's original Master Agreement was executed on June 27, 2016 and has recently expired. The attached second Master Agreement will allow the City to continue to retain Keller for ongoing and upcoming design services.

STAFF RECOMMENDATION: Recommend approval of the draft Master Services Agreement for professional services by Keller Associates, Inc.

PROPOSED ACTIONS: Recommend approval of the draft Master Services Agreement for professional services by Keller Associates, Inc., or provide staff further direction.

Necessary Resources/Impacts

N/A

Attachments

MASTER AGREEMENT;ProfessionalServices; KellerAssociates(2018)

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
(Categories 1a, 2a, 3a)
BETWEEN CITY OF MOSCOW, IDAHO AND
KELLER ASSOCIATES, INC.

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") shall become effective the _____ day of _____, 2018, between the City of Moscow, a municipal corporation of the State of Idaho, (hereinafter "CITY"), 206 East Third Street, Moscow, Idaho, 83843, and Keller Associates, Inc. (hereinafter "ENGINEER"), whose business address is 131 SW 5th, Suite A, Meridian, Idaho, 83642.

INTRODUCTION

WHEREAS, CITY has a need for engineering services under Category 1a: General Civil Engineering Design Services; Category 2a: Water Supply and Operations Engineering; and Category 3a: Construction Management and Inspection Services, to be defined by individual Task Orders which will set forth Specific Services, Time of Performance and Payment; and

WHEREAS, ENGINEER is specially licensed, trained, experienced and competent to perform, and has 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, ENGINEER shall comply in all respects and shall 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 ENGINEER 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 ENGINEER, 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 ENGINEER for the specific purpose intended, will be at CITY's sole risk and shall be without liability or legal exposure to ENGINEER. CITY shall hold harmless ENGINEER 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 will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

1.3 ENGINEER 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. ENGINEER represents and warrants that ENGINEER 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 ENGINEER and any reports or opinions prepared or issued as part of the work performed by ENGINEER under this Agreement, ENGINEER makes no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by ENGINEER 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 ENGINEER shall perform the Services for a Not-To-Exceed total amount as outlined in any corresponding Task Order.

2.2 ENGINEER 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 ENGINEER 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, ENGINEER 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, ENGINEER 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 ENGINEER'S 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, ENGINEER shall be acting as an independent contractor, and neither ENGINEER nor any officer, employee or agent of ENGINEER will be deemed an employee of CITY. Except as expressly provided in Exhibit "A", ENGINEER has no authority or responsibility to exercise any rights or power vested in CITY. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

4.2 ENGINEER shall determine the method, details and means of performing the work and Services to be provided by ENGINEER under this Agreement. ENGINEER 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 ENGINEER in fulfillment of this Agreement.

5. Indemnification and Insurance:

ENGINEER shall indemnify, defend and hold harmless CITY, and its officers, agents and employees from and for 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 negligent acts and/or errors or omissions by ENGINEER, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of CITY or its employees. ENGINEER shall maintain, and specifically agrees that ENGINEER 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. ENGINEER shall maintain, in full force and effect Workers' Compensation Insurance, in the statutory limits as required by law for ENGINEER and any agents, employees, and staff that ENGINEER may employ, and provide proof to CITY of such coverage. CITY shall be named 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, ENGINEER covenants and agrees 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 ENGINEER or ENGINEER's officers, employees,

agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property. ENGINEER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEER's compliance with the requirements of this paragraph and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEER begins performance of ENGINEER's obligations under this Agreement. In the event the insurance minimums are changed, ENGINEER 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, Idaho 83843
(208) 883-7028

ENGINEER

Keller Associates, Inc.
Rod Linja, Principal
131 SW 5th Avenue, Suite A
Meridian, Idaho 83642
(208) 288-1992
rlinja@Kellerassociates.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 ENGINEER 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, ENGINEER 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, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Local, State, or Federal 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 ENGINEER 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 ENGINEER's records with respect to all matters covered by this Agreement. ENGINEER 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, ENGINEER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
13. **Public Information:** Pursuant to Idaho Code Section 74-124, *et seq.*, information or documents received from ENGINEER may be open to public inspection and copying unless exempt from disclosure. ENGINEER 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. ENGINEER shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and lawsuits whatsoever for honoring such a designation or for ENGINEER's failure to designate individual documents as exempt. ENGINEER's 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 ENGINEER's compensation, which are mutually agreed upon by and between CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.
15. **Termination:**
 - 15.1 If, through any cause, ENGINEER, ENGINEER's 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 ENGINEER

of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. ENGINEER may terminate this Agreement at any time by giving at least sixty (60) days' notice to CITY.

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

15.3 Notwithstanding the above, ENGINEER shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ENGINEER, and CITY may withhold any payments to ENGINEER for the purposes of set-off until such time as the exact amount of damages due CITY from ENGINEER is determined. This provision shall survive the termination of this Agreement and shall not relieve ENGINEER 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 has had 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 conditioned upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
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.

KELLER ASSOCIATES, INC.

CITY OF MOSCOW

Rod Linja
Rod Linja, Principal

Bill Lambert
Bill Lambert, Mayor

Dated: 6/29/2018

Dated: _____

ATTEST:

Laurie M. Hopkins
Laurie M. Hopkins, City Clerk

Public Works Department Approval

Les MacDonald
Les MacDonald, Public Works Director

Dated

Approved as to Form:

Mia Vowels
Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
 COUNTY OF Ada)

On this 29 day of June, 2018, before me, a Notary Public in and for said State, appeared Rod Linja, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Keller Associates, Inc.



Barbara Ballantyne
 Notary Public for the State of Idaho
 Residing at Boise
 My commission expires 3-1-2021

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/09/2018**Title:** Itani Park Professional Engineering Services Agreement**Responsible Staff:** David Schott

Information

DESCRIPTION: The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250. The funding source is the Hamilton Fund, and was approved through the FY18 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects are required to be authorized through the annual budget process.

The purchase of playground equipment and rubber safety tiles was approved by City Council on June 18, 2018. The next step in the project is to construct a pad for the playground equipment and an accessible path to the playground equipment. Due to the topography and the drainage of the park, professional engineering services are required for the pathway design to meet the Americans with Disabilities Act (ADA) and ensure proper drainage.

STAFF RECOMMENDATION: Recommend authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250 with funding source from the Hamilton Fund.

PROPOSED ACTIONS: Recommend authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250 with funding source from the Hamilton Fund or provide staff further direction.

Necessary Resources/Impacts

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

Attachments

ProfessionalEngineerServices-HodgeAndAssoc;ItaniParkPath(pm2)clean

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
HODGE AND ASSOCIATES, INC.
FOR ITANI PARK PATHWAY ENGINEERING SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND HODGE AND ASSOCIATES, INC. FOR ITANI PARK PATHWAY ENGINEERING SERVICES (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Hodge and Associates, 405 South Washington Street, Moscow, Idaho, 83843 (hereinafter "ENGINEER").

W I T N E S S E T H :

WHEREAS, CITY intends to contract with ENGINEER for completion of engineering services for Itani Park Pathway Project (hereinafter "PROJECT"); and

WHEREAS, CITY intends to hire ENGINEER for design services to incorporate an accessible route through the park and an estimate of construction costs for PROJECT; and

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

SECTION I: THE PROJECT

ENGINEER shall provide professional services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of engineering services (including topographical survey and design).

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for PROJECT herein are to be prepared by ENGINEER through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that ENGINEER has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this paragraph shall serve to release or relieve ENGINEER from exercising the skill, care, and professional judgment exercised by similarly situated profession organization. The CITY acknowledges that ENGINEER makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SECTION III: SCOPE OF WORK

The Scope of Work for PROJECT is detailed in Exhibit "A" attached hereto, and, by this reference, made part of this Agreement.

SECTION IV: COMPENSATION

- A. ENGINEER shall perform all work necessary to complete PROJECT for an amount not to exceed Four Thousand Two Hundred Fifty Dollars (\$4,250) as set out in Exhibit "A".
- B. Other Considerations Regarding Fees and Costs.

ENGINEER shall provide monthly invoices for the work completed which shall be reviewed by CITY. The determination of percent of PROJECT work completed shall be made by CITY.

SECTION V: ENGINEER RESPONSIBILITIES

ENGINEER shall complete the entire work on PROJECT. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards and building code requirements.

ENGINEER shall report progress no less than once every two (2) weeks to CITY.

SECTION VI: CITY RESPONSIBILITIES

CITY, at no extra charge to ENGINEER, shall:

Provide site and plot plans, site utilities, and site drawings, if available;

SECTION VII: PROJECT SCHEDULE

ENGINEER shall achieve final completion of PROJECT on or before July 11, 2018. In the event of unavoidable delays beyond ENGINEER's control, ENGINEER, upon concurrence by the CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of ENGINEER's knowledge of such delays.

SECTION VIII: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between ENGINEER and CITY by the terms of this Agreement. It is understood by the Parties hereto that ENGINEER is an independent contractor and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding.

SECTION IX: TERMINATION

- A. Termination of Agreement.

This Agreement may be terminated by ENGINEER upon thirty (30) days' written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ENGINEER. CITY may terminate this Agreement upon thirty (30) days' written notice without cause and without further liability to ENGINEER except as designated by this section. In the event of

termination, ENGINEER shall be paid for services performed to termination date, including direct expense and including a percentage of the fixed fee based upon the work completed.

B. Termination of PROJECT.

If any portion of PROJECT covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay ENGINEER for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION X: INSURANCE

A. ENGINEER's Errors and Omissions Insurance.

In performance of professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering profession; and no other warranty, either expressed or implied, is made in connection with rendering ENGINEER's services. Should ENGINEER or any of ENGINEER's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, ENGINEER has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars (\$500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to ENGINEER.

B. ENGINEER's Additional Insurance

ENGINEER shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and ENGINEER shall cause CITY to be named as an additional insured under said policy.

SECTION XI: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, ENGINEER shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, suits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by ENGINEER or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of ENGINEER or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

SECTION XII: CONFLICT OF INTEREST

ENGINEER covenants that it presently has no interest and will not acquire any interest, direct or indirect, in PROJECT which would conflict in any manner or degree with the performance of its services hereunder. ENGINEER further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, ENGINEER shall immediately disclose such conflict to the PROJECT Manager (Assistant Parks and Recreation Director for CITY).

SECTION XIII: ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. ENGINEER may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as provided by this Agreement, without the prior written consent and express authorization of CITY.

SECTION XIV: ADHERENCE TO LAW REQUIRED

All applicable Federal, State and local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by ENGINEER shall be deemed material and shall subject ENGINEER to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of ENGINEER will, in any way, serve to modify the provisions of this requirement. ENGINEER and its surety shall defend, hold harmless, and indemnify CITY and its employees, agents, and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by ENGINEER, ENGINEER's employees, or its subcontractors.

SECTION XV: NON-DISCRIMINATION

ENGINEER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Federal, State or Local law.

SECTION XVI: LEGAL FEES

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

SECTION XVII: JURISDICTION AND VENUE

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho and that the venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County.

SECTION XVIII: SPECIAL WARRANTY

ENGINEER declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by ENGINEER shall make this Agreement null and void.

SECTION XIX: COMMUNICATION

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

Contractor: Hodge and Associates Scott Becker, Principal 405 South Washington Street Moscow, Idaho 83843	City: City of Moscow Assistant Parks and Recreation Director 206 East Third Street P O Box 9203 Moscow, Idaho 83843
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SECTION XX: EXECUTION

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

ENGINEER

Hodge and Associates, Inc.

CITY

City of Moscow, Idaho

By: _____
Scott Becker, Principal

By: _____
Bill Lambert, Mayor

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 _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Hodge and Associates, Inc.

 Notary Public for _____
 Residing at _____
 My commission expires: _____

EXHIBIT "A"

Hodge & Associates, Inc.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

PROPOSAL SUBMITTED TO:**LOCATION OF PROPERTY:**

Name: David Schott, City of Moscow,
Parks and Recreation

Address: 221 E. Second St.
Moscow, ID, 83843

Telephone: (208) 883-7098

City: Moscow

County: Latah

State: Idaho

Project Name: Itani Park Design

Project Number:

PROPOSED SCOPE OF WORK AND SCHEDULE:**Topographic Survey:**

1. Coordinate with the City of Moscow
2. Shoot necessary grades
3. Draft the map

Subtotal

\$1,690.00

Design:

1. Incorporate City's layout into design
2. Construction drawings
3. ADA walk design
4. Path Design
5. Details
6. Engineer's Cost estimate
7. Technical specifications (bid documents by others)

Subtotal

\$4,250.00

PAYMENT TERMS:

Proposal includes material and labor as required in accordance with the above scope of work.

For the contract sum of: \$4,250.00, Two Thousand Two Hundred Fifty and 00/100 Dollars.

Payment to be made as follows: Upon completion.

If this meets with your approval, please sign both copies and return one for our records.
We will begin work upon receipt of the signed copy.

This proposal may be withdrawn by us if not accepted within 30 days.

Hodge & Associates, Inc. By [Signature] Date 6-12-18

ACCEPTANCE OF PROPOSAL:

The above scope of work, cost, and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined above.

Authorized Signature _____ **Date** _____

405 South Washington Street
PO Box 8728
Moscow, ID 83843

Tel: (208) 882-3520
Fax: (208) 882-2622
E-mail: hodge@moscow.com

SCOTT BECKER, P.E.

PRINCIPAL