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that promotes a high quality of life and sound economy  
through excellence in government

## **PUBLIC WORKS COMMITTEE**

**with**

**Council Members McEvers, Miller & English**

**March 26, 2018, 4:00 p.m.**

### **AGENDA**

- Item 1      Approval of Agreement for Professional Services with J-U-B Engineers for the Design of Improvements to the City of Coeur d'Alene Compost Facility – Jim Remitz
- Item 2      Approval of Amendment to IDEQ Loan #WW1601 for Construction of Tertiary Treatment Phase 2 – Jim Remitz
- Item 3      Request for Declaration of Surplus Property Located at 601 W. Neider Avenue – Kyle Marine

**Library Community Room  
702 Front Street**

*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.*

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 26, 2018  
**FROM:** James Remitz, Capital Program Manager  
**SUBJECT:** Approval of Agreement for Professional Services with J-U-B Engineers for the Design of Compost Facility Improvements, 2018

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**DECISION POINT:** Should the City Council approve an agreement with J-U-B Engineers for Professional Services for design of improvements to the City's Compost Facility?

**HISTORY:** The City first developed a composting facility on a City-owned parcel at 3500 North Julia Street in 1988. The facility enabled the City's wastewater utility to dispose of de-watered bio-solids by combining them with wood chips and composting this mixture. This operation resulted in a soil amendment material (Coeur d'Green™) that is wholesaled to local landscape companies. Since 1988, improvements have been made to the composting facility to increase the operational efficiency. However, the volume of bio-solids to be disposed at the Compost Facility has increased. The need for improvements to accommodate and process the increased volume was identified in the August 2017 Compost Facility Site Visit and Evaluation report by J-U-B. As a part of this report, the design and construction of another building to process additional compost beds was identified as the top priority. With the completion of the design of this building and associated site improvements in 2018, it is anticipated that the construction of the improvements will be completed in 2019.

**FINANCIAL ANALYSIS:** J-U-B has indicated that the total compensation for the work to be performed will not exceed \$67,180.00. Staff believes this amount to be reasonable. Funds for this proposed agreement are available in the current (FY 17-18) Wastewater Operating Fund in account # 031-058-4353-7411.

**PERFORMANCE ANALYSIS:** J-U-B has successfully completed a number of collection system and treatment plant studies and projects for the Coeur d'Alene Wastewater Department. Because J-U-B performed the recent Compost Facility Site Visit and Evaluation, they are uniquely qualified to design the compost facility improvements. The proposed agreement complies with I.C. § 67-2320(4) for the procurement of professional services.

**DECISION POINT/RECOMMENDATION:** Council should approve, and authorize the Mayor to execute, the Agreement for Professional Services between the City of Coeur d'Alene and J-U-B Engineers, Inc., for the design of Compost Facility Improvements in an amount not to exceed \$67,180.00. A copy of the proposed agreement, scope of services, and fee estimate is attached.





MEADOW RANCH

WATERLOO

KNOLL

HOWARD

CLADY

LINK

MYRIAH

PJ

LAKE CITY

ADDY

FRUITLAND

LAUF

SAMMY

MAX

GUNNAR

BARON

HIGHWAY 95

HIGHWAY 95

MOYER

COMPOST  
FACILITY

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## Idaho Statutes

### TITLE 67 STATE GOVERNMENT AND STATE AFFAIRS

#### CHAPTER 23 MISCELLANEOUS PROVISIONS

67-2320. PROFESSIONAL SERVICE CONTRACTS WITH DESIGN PROFESSIONALS, CONSTRUCTION MANAGERS AND PROFESSIONAL LAND SURVEYORS. (1) Notwithstanding any other provision of law to the contrary, it shall be the policy of this state that all public agencies and political subdivisions of the state of Idaho and their agents shall make selections for professional engineering, architectural, landscape architecture, construction management and professional land surveying services, including services by persons licensed pursuant to chapters 3, 12, 30 and 45, [title 54](#), Idaho Code, on the basis of qualifications and demonstrated competence and shall negotiate contracts or agreements for such services on the basis of demonstrated competence and qualifications for the type of services required at fair and reasonable prices.

(2) In carrying out this policy, public agencies and political subdivisions of the state shall use the following minimum guidelines in securing contracts for engineering, architectural, landscape architecture, construction management and land surveying services on projects for which the professional service fee is anticipated to exceed the total sum of twenty-five thousand dollars (\$25,000), excluding professional services contracts previously awarded for an associated or phased project, and the expenditure is otherwise exempt from the bidding process provided by law:

- (a) Encourage persons or firms engaged in the services being solicited to submit statements of qualifications and performance data;
- (b) Establish and make available to the public the criteria and procedures used for the selection of qualified persons or firms to perform such services;
- (c) Select the persons or firms whom the public agency or political subdivision determines to be best qualified to provide the required services, ranked in order of preference, pursuant to the public agency or political subdivision's established criteria and procedures;
- (d) Negotiate with the highest ranked person or firm for a contract or agreement to perform such services at a price determined by the public agency or political subdivision to be reasonable and fair to the public after considering the estimated value, the scope, the complexity and the nature of the services;
- (e) When unable to negotiate a satisfactory contract or agreement, formally terminate negotiations and undertake negotiations with the next highest ranked person or firm, following the procedure prescribed in subsection (2)(d) of this section;
- (f) When unable to negotiate a satisfactory contract or agreement with any of the selected persons or firms, continue with the selection and negotiation process provided in this section until a contract or agreement is reached;
- (g) When public agencies or political subdivisions solicit proposals for engineering, architectural, landscape architecture, construction management or land surveying services for which the professional service fee is anticipated to exceed the total sum of twenty-five thousand dollars (\$25,000), they shall publish public notice in the same manner as required for bidding of public works construction projects.
- (h) In fulfilling the requirements of subsections (2)(a) through

(2)(g) of this section, a public agency or political subdivision may limit its selection from a list of three (3) persons or firms selected and preapproved for consideration by the public agency or political subdivision. In establishing a preapproved list a public agency or political subdivision shall publish notice as set forth in subsection (2)(g) of this section. When selecting from such list, no notice shall be required.

(i) In fulfilling the requirements of subsections (2)(a) through (2)(g) of this section, a public agency or political subdivision may request information concerning a person's or firm's rates, overhead and multipliers, if any, however such information shall not be used by the public agency or political subdivision for the purpose of ranking in order of preference as required in subsection (2)(c) of this section.

(3) In securing contracts for engineering, architectural, landscape architecture, construction management or land surveying services on projects for which the professional service fee is anticipated to be less than the total sum of twenty-five thousand dollars (\$25,000), the public agency or political subdivision may use the guidelines set forth in paragraphs (a) through (g) of subsection (2) of this section or establish its own guidelines for selection based on demonstrated competence and qualifications to perform the type of services required, followed by negotiation of the fee at a price determined by the public agency or political subdivision to be fair and reasonable after considering the estimated value, the scope, the complexity and the nature of services.

(4) When a public agency or political subdivision of the state has previously awarded a professional services contract to a person or firm for an associated or phased project the public agency or political subdivision may, at its discretion, negotiate an extended or new professional services contract with that person or firm.

(5) (a) For the purposes of this section, "public agency" shall mean the state of Idaho and any departments, commissions, boards, authorities, bureaus, universities, colleges, educational institutions or other state agencies which have been created by or pursuant to statute other than courts and their agencies and divisions, and the judicial council and the district magistrate's commission;

(b) For the purposes of this section, "political subdivision" shall mean a county, city, airport, airport district, school district, health district, road district, cemetery district, community college district, hospital district, irrigation district, sewer district, fire protection district, or any other district or municipality of any nature whatsoever having the power to levy taxes or assessment, organized under any general or special law of this state. The enumeration of certain districts herein shall not be construed to exclude other districts or municipalities from this definition.

History:

[67-2320, added 1984, ch. 188, sec. 1, p. 438; am. 1998, ch. 410, sec. 4, p. 1273.]

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**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**CITY OF COEUR D'ALENE**  
**and**  
**J-U-B ENGINEERS, Inc.**  
**for**  
**DESIGN OF COMPOST FACILITY IMPROVEMENTS, 2018**

THIS Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B ENGINEERS, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

**W I T N E S S E T H:**

**Section 1.     Definitions.** In this agreement:

A.     The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B.     The term "Consultant" means J-U-B ENGINEERS, Inc.

**Section 2.     Employment of Consultant.** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

**Section 3.     Scope of Services.**

A.     The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Attachment 1.

B.     Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

**Section 4.     Personnel.**

A.     The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed on or before September 30, 2018. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, total compensation for all services and expenses required by this agreement shall not exceed Sixty-seven Thousand One Hundred Eighty (\$67,180) dollars.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

A. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6, which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements,



or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. 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. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request. City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and

Consultant's sub-consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or



property arising from Consultant's performance of this Agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amount set forth in Section 25A.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) day's notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 26. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors

in interest (hereinafter referred to as the “Consultant”) agrees as follows:

A. The Consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d’Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Title 9, Chapter 9.56, Coeur d’Alene City Code.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this contract and the Regulations and City Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

D. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Consultant’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Consultant under the contract until the Consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

The Consultant shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing

such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request ITD enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

J-U-B Engineers, Inc.

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
(Name and Title)

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
(Name and Title)





**J-U-B ENGINEERS, Inc.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Schedule, and Basis of Fee**

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**BACKGROUND**

The City of Coeur d'Alene Compost Facility is located on City owned property located at 3500 North Julia Street. This facility is nearing capacity at the current wastewater treatment plant flow of 3.5 MGD. The upcoming completion of the WWTP tertiary membrane filtration facility will increase the solids loading to the compost facility by 10% according to City estimates. As the facility nears capacity, the operations staff have identified short term upgrades needed to make the facility more efficient. These improvements are included in a Capital Improvement Plan for the City's FY2018 budget. The City's WWTP facility plan also projects a treatment plant build out capacity of 6 MGD. The improvements required to meet the increased loading to the Facility were documented in the August 9, 2017 "Compost Facility Site Visit and Evaluation" (J-U-B, August 9, 2017).

As part of this evaluation, a number of immediate needs were identified by the City and J-U-B. The most significant of these is a significant shortage of covered composting beds which limits the capacity of the Facility. Based on the evaluation, a minimum of 4 additional covered 18'x70' compost beds are needed to meet current demands with an additional 6 beds required in the future. The Wastewater Department would like to develop design and construction documents to implement the first 4 beds.

This project will consist of development of construction documents for four additional compost beds including siting, future facility master planning, evaluation of aeration options, consideration of future expansion, and coordination with the adjacent Water Department Facility.

The project will be constructed in FY2019, but the design must be completed in the FY2018 budget.

This Scope of Services is therefore separated into the following tasks and detailed in the following pages:

**SCOPE OF SERVICES**

J-U-B's Services for this Agreement consist of the following:

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**Task 000: Project Administration and Client Meetings**

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**Task 100: Compost Facility Design**

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Subtask 001: Topographic Survey

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Subtask 002: Preliminary Design

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Subtask 003: Final Design

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**Task 200: Bidding and Construction Support Services<sup>A</sup>**

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Subtask 101: Bidding and Award Support

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Subtask 102: Construction Management Services

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**Task 300: Management Reserve**

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<sup>A</sup> Construction phase services are not scoped or budgeted at this time.

## **TASK 000: PROJECT ADMINISTRATION AND CLIENT MEETINGS**

J-U-B will provide Project Management for the Compost Facility Projects as follows:

- Set up Project into J-U-B's accounting and record keeping systems for document retention and project controls.
- Regularly communicate with CLIENT about project status, budget and schedule, as project progress requires.
- During periods of project activity, provide a monthly report to CLIENT on project status, budget and schedule. This report may be in the form of an email or an attachment to the monthly invoice.
- Provide a monthly invoice including budget status.
- Provide ongoing document handling and filing.
- Close-out the Project in J-U-B's accounting and record keeping systems.

## **TASK 100: COMPOST FACILITY DESIGN SERVICES**

### **SUBTASK 001: TOPOGRAPHIC SURVEY**

This task is intended to develop a topographic survey of the compost facility site for site planning and grading. Specific tasks include:

- One Call utility locate coordination
- Topographic survey including the following: Collection of surface improvements within the proposed project area (approximately 4 acres); sanitary and storm sewer locations and depths to inverts; utilities as marked by the utility owners; utilities as marked by CLIENT (water and storm water utilities); and any readily-discoverable property pins within the project area.
- Development of base drawings for subsequent use in design. Property boundary will be approximated using the City's GIS database and the County Assessor's Map; a boundary survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 300: Management Reserve.

### **SUBTASK 002: CONCEPT DESIGN**

This task is intended to identify design criteria, develop a preliminary site plan, and identify major equipment for the proposed project. Specific tasks include:

- Conduct a kick-off meeting with CLIENT to determine project goals, objectives, milestones, and list of potential reaches for the project. Meeting will also include a review of the preliminary findings of August 9, 2017 Technical Memorandum to discuss design criteria including aeration options, preferred compost bed configuration, preferred modes of operation, and input on overall site plan.
- Develop preliminary building layout including compost bed and aeration system configuration.
- Review potential structure location with Water Department to identify potential conflicts.
- Develop 1-2 potential site plans including vehicle travel patterns and potential impacts to other site uses (cured compost storage).
- Develop preliminary site grading and storm water piping.
- Review and select preferred blower and aeration piping equipment and configuration.
- Develop design memorandum summarizing storm water handling, and equipment selections for IDEQ submittal.
- Evaluate options for building construction to accommodate expansion for 6 additional 18'x70' beds.
- Review and select materials for side walls and back stops
- Develop a preliminary opinion of probable cost based on historical average construction costs (on a square foot basis), adjusted for project construction year per the Construction Cost Index with 25% construction contingency.
- Review preliminary design with CLIENT. Following the concept review meeting, Wastewater Utility will provide comments prior to starting final design phase.

### **SUBTASK 003: FINAL DESIGN**

This task is intended to complete design of the Facility improvements and develop final contract documents. Specific tasks include:

- Develop 95% design drawings including plan and profile of storm water piping, plan and section views of building and compost beds, structure and aeration detail drawings, and reference to applicable City engineering standard details.
- Prepare a final opinion of probable cost based on historical construction costs adjusted for construction year prices per the Construction Cost Index with 20% construction contingency.
- Conduct an internal Quality Control/ Quality Assurance review of the Final Design.
- Review 95% design drawings with CLIENT. CLIENT shall conduct a review of the design and identify issues to address.
- Review CLIENT comments to the 95% Design and prepare final design drawings and technical specifications for bidding purposes. CLIENT comments are expected to be minor in nature due to the previous review step; consequently, substantial revisions, separate bidding schedules, or development of additive alternates requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT. The Bid Documents will be based on City engineering standard drawings, the 2017 ISPWC technical specifications (as adopted and modified within the City standards), and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: preparation of separate bid schedules or additive alternates; designing or incorporating CLIENT designs for site utilities.
- Conduct an internal Quality Control/ Quality Assurance review of the Bid Documents.
- Provide 20 printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications, for distribution to City departments, regulatory agencies, plan agencies, affected utilities, and interested bidders.

### **TASK 200: CONSTRUCTION SUPPORT SERVICES**

- This task includes construction support, but is not scoped at this time. An additional scope/fee will be developed as requested by the CLIENT.

### **TASK 300: MANAGEMENT RESERVE**

The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by Supplemental Agreement by the CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:

- Develop additional site layouts
- Develop opinions of cost for overall CLIENT selected site layout
- Update compost mix designs based on projected TMF sludge
- Site tour of existing facilities with in-floor aeration
- Biofilter modification/sizing analysis
- Review the existing Geotechnical report and identify additional locations for test pits to evaluate subsurface conditions within the project location 4. In particular, the CLIENT is concerned about potential unsuitable fill from historical activities. The geotechnical evaluation will include the following:
  - Conduct a site visit to mark exploration locations.
  - Coordinate with CLIENT to use CLIENT supplied excavation equipment to accomplish up to three borings to a depth of between 10-15 feet or until refusal and obtain soil samples for laboratory testing (if needed)
  - Perform laboratory testing to estimate soil characteristics and engineering parameters for use in design and incorporation into the bid documents. (if needed)
  - Summarize field and laboratory findings in a letter providing geotechnical opinions regarding soil, groundwater, and bedrock conditions. The summary letter will include exploration logs, laboratory test results and a site plan.
- Additional meetings or public outreach as requested by CLIENT



- Market evaluation of compost demand
- Evaluation of alternative biosolids disposal options
- Bidding and construction support services
- Other additional services specifically requested by CLIENT

## SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task	Days	Compensation and Type
<b>Task 000: PROJECT ADMINISTRATION AND MEETINGS</b>		\$6,940 Lump Sum
<b>Task 100: DESIGN SERVICES</b>	135 <sup>A</sup>	\$58,610 Lump Sum
<b>Task 200: CONSTRUCTION SERVICES</b>	TBD	\$ TBD T&M <sup>B</sup>
<b>Task 300: ADDITIONAL SERVICES</b>	135 <sup>A</sup>	\$2,000 T&M <sup>B</sup>

<sup>A</sup> From Notice to Proceed. Expected to be May 15, 2018

<sup>B</sup> At standard JUB billing rates

## BASIS OF FEE

Task No.	Sub-Task No.	Task	Project Manager	Lead Engineer	Design Engineer	Senior Engineer QA/QC	Structural Engineer	Site Engineer	Surveyor	Survey Tech	Survey	CAD Design	Clerical	Expenses + Electrical Engineer	Subtask Total
<b>000</b>	<b>PROJECT ADMINISTRATION AND CLIENT MEETINGS</b>														<b>\$6,940</b>
		Project administration	2		6										
		Client meetings (4)	12	2	12	2	2						2	\$100	
		Monthly status updates	2		6										
<b>100</b>	<b>DESIGN SERVICES</b>														<b>\$58,610</b>
	<b>-001 TOPOGRAPHIC SURVEY</b>														
		Topographic Survey	1		2				6	16	14			\$200	
	<b>-002 CONCEPT DESIGN</b>														
		Design Criteria and preliminary building layout	2	4	24		16					8			
		Potential structure location with Water Department	2												
		1-2 potential site plans including vehicle travel patterns	2	2	4			16				8			
		Preliminary site grading and storm water piping	1	2	16			4				8			
		Preferred blower and aeration piping equipment and configuration.	1	8	8							8		\$2,500	
		Design Memorandum	1	2	4								2		
		Building expansion evaluation	1	2	16		8								
		Preliminary opinion of probable cost	1		8		2								
		QC review	1			4									
	<b>-003 FINAL DESIGN</b>														
		95% design drawing development	2	20	32		8	8				64			
		95% specification development	4	10	40		8						24	\$2,500	
		Update final documents with CLIENT comments	2										8		
		Final QC review	2			8									
		Print final documents										8		\$500	
<b>200</b>	<b>CONSTRUCTION SERVICES - TBD</b>														<b>\$0</b>
		To Be Determined													
<b>300</b>	<b>ADDITIONAL SERVICES</b>														<b>\$1,630</b>
		Geotechnical evaluation	2		2									\$1,000	<b>\$1,630</b>
	<b>Summary</b>														
															<b>TASK 000 - PROJECT ADMINISTRATION AND CLIENT MEETINGS</b>
															<b>\$6,940</b>
															<b>TASK 100 - DESIGN SERVICES</b>
															<b>\$58,610</b>
															<b>TASK 200 - CONSTRUCTION SERVICES - TBD</b>
															<b>\$0</b>
															<b>TASK 300 - ADDITIONAL SERVICES</b>
															<b>\$1,630</b>
														<b>TOTAL</b>	<b>\$67,180</b>

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 26, 2018  
**FROM:** James Remitz, Capital Program Manager  
**SUBJECT:** Approving Amendment to IDEQ Loan # WW 1601

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**DECISION POINT:** Should the City Council approve and accept an amendment to the Loan Offer Agreement between the Idaho Department of Environmental Quality (IDEQ) and the City of Coeur d'Alene for the construction of the Tertiary Treatment Phase 2 project?

**HISTORY:** In June 2015, the City of Coeur d'Alene applied for and received a loan offer from IDEQ for the design and construction of the Tertiary Treatment Phase 2 project in the amount of \$20,000,000. This loan offer was obtained from IDEQ after the City attained judicial confirmation in April 2013 to incur debt for these improvements to the Advanced Wastewater Treatment Facility. The improvements are necessary for the City to meet the discharge requirements of the National Pollutant Discharge Elimination System (NPDES) discharge permit issued in December 2014 by the United States Environmental Protection Agency (EPA).

**PERFORMANCE ANALYSIS:** This additional loan funding in the amount of \$500,000 will fund the design and construction of an overhead crane and hoist for the Tertiary Membrane Filtration (TMF) process facility. During the construction of the Tertiary Treatment Phase 2 project, the need for an overhead crane and hoist was identified for the safe and efficient removal and servicing of the newly installed membrane filtration cassettes. Since the crane and hoist assembly was not part of the original project scope, the construction costs will be incorporated into the project by the issuance of a change order to the current construction contract.

**FINANCIAL ANALYSIS:** Approval of this amendment will allow for the cost of the crane and hoist assembly to be funded by the same terms and conditions of IDEQ Loan # WW 1601 (2.75% interest rate, 20 years), thereby maintaining cash reserves of the Wastewater Fund and following the rate analysis recommendation for borrowing funds at a low interest rate for long term capital needs.

**DECISION POINT/RECOMMENDATION:** Council should approve and accept the Amendment to the Loan Offer Agreement between the Idaho Department of Environmental Quality and the City of Coeur d'Alene, and authorize the Mayor to execute this amendment.

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY WASTEWATER  
LOAN OFFER AGREEMENT AMENDMENT

Amendment No. 1 to the Loan Offer Agreement (Agreement), Project Number WW1601, between the Idaho Department of Environmental Quality (DEQ) and City of Coeur d'Alene.

TO BE ATTACHED AND MADE PART OF the above referenced Agreement.


THE DEQ AND THE CITY OF COEUR D'ALENE AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section II.D., Terms: Change \$20,000,000 to read \$20,500,000.
2. Section II.E., Estimated Project Budget (replace the existing schedule with the following):

	Original	Amendment 1	Total Project
	Project Costs	Increase	Costs
a. Administrative	\$100,000	\$0	\$100,000
b. Engineering Fees	\$2,840,000	\$0	\$2,840,000
c. Advance Treatment Const.	\$9,000,000	\$500,000	\$9,500,000
d. Secondary Treatment Const.	\$8,060,000	\$0	\$8,060,000
e. Contingency	\$0	\$0	\$0
Total	<u>\$20,000,000</u>	<u>\$500,000</u>	<u>\$20,500,000</u>

3. Section VI.A., Security Requirements:  
Change to read: The loan will be evidenced and secured by promissory note or bond in the amount of \$20,500,000 (twenty million five hundred thousand dollars). The promissory note or bond will be issued upon project completion and incorporated by reference into this Agreement.

Dated this 2<sup>nd</sup> day of March, 2018.

  
John H. Tippetts  
Director  
Department of Environmental Quality

This Amendment shall become effective upon acceptance by the City of Coeur d'Alene and must be accepted, if at all, on or before 60 days from the date of this DEQ amended loan offer. If the City of Coeur d'Alene finds the Amendment acceptable, it shall sign the document and return it to DEQ.

ALL OTHER CONDITIONS AND TERMS IN THE ORIGINAL AGREEMENT REMAIN THE SAME.

City of Coeur d'Alene

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Representative



## **RESOLUTION NO. 18-\_\_\_\_\_**

WHEREAS, the City of Coeur d'Alene, Kootenai County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, the Council of the City (the "Council") is authorized and empowered by the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, to authorize, issue, sell and deliver revenue bonds to finance the acquisition and construction of improvements and additions to the wastewater system of the City (the "System");

WHEREAS, on April 15, 2013, the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, in Case No. CV-13-338, issued its Judgment (the "Judicial Confirmation") ordering and decreeing, among other things, that the City has the authority to issue revenue bonds, without a public vote, to finance improvements to the City's System (the "Project");

WHEREAS, pursuant to Resolution No. 15-047 adopted by the Council on September 15, 2015, the City entered into that certain Loan Offer, Acceptance and Agreement for Wastewater Treatment Facility Design and Construction, Project No. WW1601, dated August 31, 2015, and accepted by the City on September 16, 2015 (the "Loan Offer"), providing for a loan from IDEQ to the City in the principal amount of up to \$20,000,000 to finance a portion of the Project;

WHEREAS, the City has requested that the Loan Offer be amended to increase the loan amount thereunder by \$500,000, and the IDEQ has agreed to such increase, which results in a total loan amount of up to \$20,500,000, pursuant to the Idaho Department of Environmental Quality Wastewater Loan Offer Agreement Amendment executed by IDEQ on March 2, 2018, in the form attached to this Resolution as Exhibit A (the "Loan Offer Amendment");

WHEREAS, the City desires to approve and accept the Loan Offer Amendment and authorize the Mayor or the City Administrator to execute the Loan Offer Amendment, and deliver the same to IDEQ;

WHEREAS, the City desires to authorize the City's officials to take all action necessary or reasonably required to effectuate the Loan Offer, as amended by the Loan Offer Amendment.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Coeur d'Alene as follows:

Section 1. Approval of Loan Offer Amendment. The form, terms and provisions of the Loan Offer Amendment to be entered into, accepted, approved and/or acknowledged, as applicable, by the City be, and they are hereby, approved and authorized, and the Mayor or City Administrator is hereby authorized to execute the Loan Offer Amendment, with the provision that the Mayor, City Administrator, and/or City Attorney are hereby authorized to modify said agreement to the extent that the substantive provisions of the agreement remain intact.

Section 2. Delivery of Documents to IDEQ. The officials of the City are authorized to deliver to IDEQ the executed Loan Offer Amendment, together with a copy of this Resolution.

Section 3. Necessary Actions. The Mayor and other officers and agents of the City shall take all actions necessary or reasonably required by the Loan Offer and Loan Offer Amendment to effectuate the provisions thereof.

Adopted April \_\_\_\_, 2018.

CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
Clerk

**EXHIBIT A**

**LOAN OFFER AMENDMENT**

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 26, 2018  
**FROM:** Kyle Marine, Assistant Water Superintendent  
**SUBJECT:** Declaration of surplus property - 601 W Neider ave

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**DECISION POINT:** Should the City Council declare as surplus a Water Department parcel located at 601 W Neider Ave., and declare that the minimum value for the parcel shall be \$40,000, and set a public hearing on the City's intent to sell the property by auction, as required by State Code?

**HISTORY:** The Water Department fund owns a .825 acre parcel, or 35,937 sf, that originally was the site of a future well. A test well was drilled in 2000 to determine whether we should proceed with the project at this site. Unfortunately, the soil in this portion of the aquifer consists of a very fine sand which would require, at a minimum, a complicated sand filter. Further, due to the fine sand, a considerably reduced yield would be expected, making a well there not practical. The property has remained vacant. The lot has street frontage access onto Fruitland Lane and is zoned MH-8. It has an existing water service on the Neider frontage, a sewer service on the Fruitland frontage, as well as the 6" test well.

**FINANCIAL ANALYSIS:** The property brings no revenue into the fund and is a liability. Its estimated value is \$ 48,000. Staff would propose setting the starting bid to meet the costs of the sale, estimated to be \$40,000. This is the same as the "place holder" value put on the property by the County assessor.

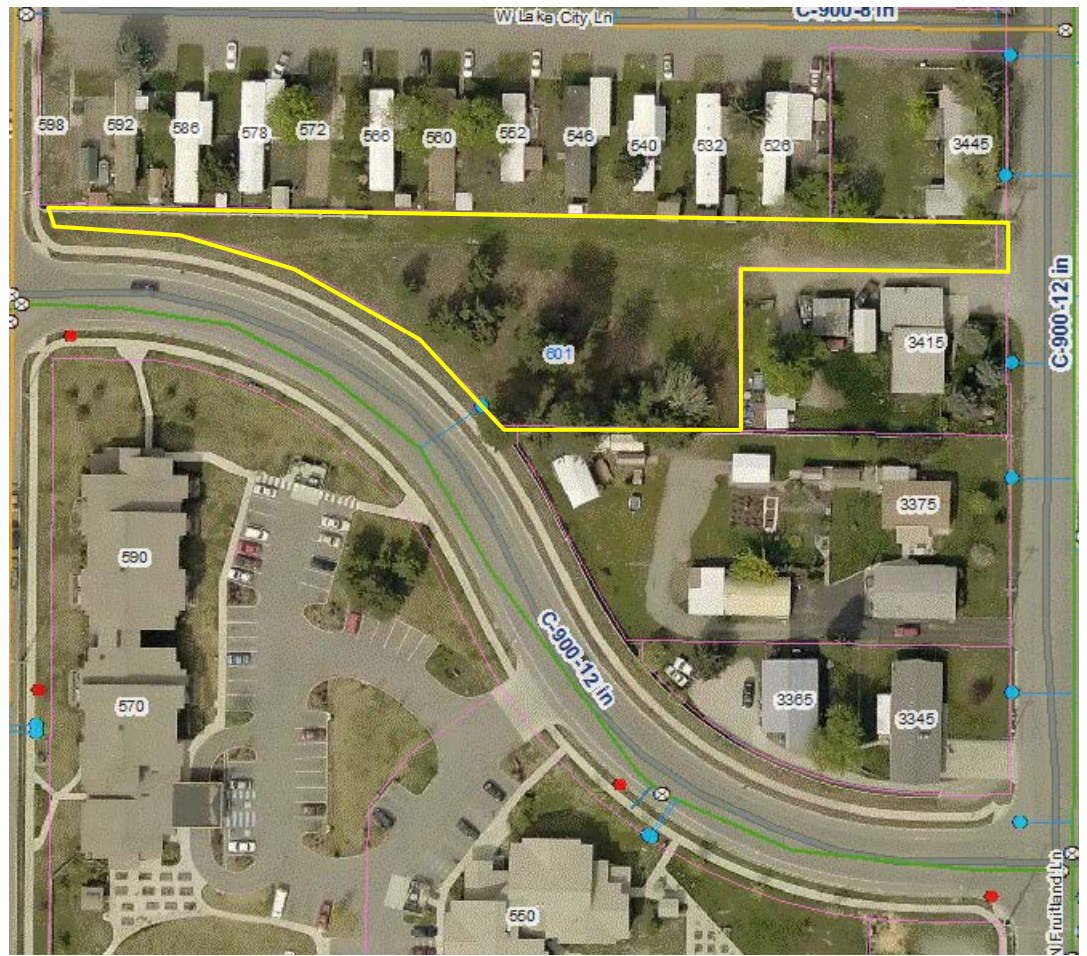
**PERFORMANCE ANALYSIS:** By transferring the property to private ownership, we dispose of a parcel that has no value to the City and which may also create a liability.

**DECISION POINT/RECOMMENDATION:** Council should declare the subject parcel surplus, set a minimum value of \$40,000, direct that a public hearing be held on the City's intent to sell the parcel, and authorize staff to sell the property by auction.

(601 W Neider)









City of  
**Coeur d'Alene**  
IDAHO

# 601 W Neider







# Test well was Drilled in May of 2000





# Fine Sand

cold, no smell

## 12. LITHOLOGIC LOG (Describe repairs or abandonment)

Bore Diam	From	To	Remarks: Lithology, Water Quality and Temperature	Water	
				Y	N
8	0	9	Topsoil	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	9	105	Sand & gravel - fine - brown	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	105	110	Sand & gravel - 1/2" minus	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	110	220	Sand & gravel - fine - brown	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	220	245	Sand & gravel - 1/4" minus	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	245	260	Sand & gravel - fine - clay	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	260	290	Sand & gravel - medium fine	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	290	310	Sand - black & white - fine	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	310	370	Sand & gravel - brown - medium	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			Some larger gravel, but mostly fines	<input type="checkbox"/>	<input type="checkbox"/>
6	370	440	Sand & gravel - brown clay	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			1" minus gravel with a lot of fines	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
			Well needs to be screened if any	<input type="checkbox"/>	<input type="checkbox"/>
			further testing is to be done or the	<input type="checkbox"/>	<input type="checkbox"/>
			well needs to be abandoned	<input type="checkbox"/>	<input type="checkbox"/>