

**COEUR D'ALENE CITY COUNCIL
ADDENDUM AGENDA NO. 1
FOR THE JUNE 20, 2023
COUNCIL MEETING**



Addition of the following item:

I. OTHER BUSINESS:

6. Resolution No. 23-051 – Approving a Contract with North Fork Land Development, LLC for the completion of the CDA Transmission Line - Centennial Trail Section Project.

Staff Report by: Kyle Marine, Deputy Water Director

7. Resolution No. 23-052 – Approving an Agreement with Peck & Peck Excavating, Inc., for the Museum of North Idaho Site Development Project.

Staff Report by: Bill Greenwood, Parks and Recreation Director

8. Resolution No. 23-053 – Approving a State-Local Agreement with the Idaho Transportation Department (ITD) for the 2023 Overlay Project.

Staff Report by: Chris Bosley, City Engineer

This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5 and on Facebook live through the City's Facebook page.

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.

**CITY COUNCIL
STAFF REPORT**

DATE: June 20, 2023
FROM: Kyle Marine Water Department Assistant Director
SUBJECT: Acceptance of bid and approval of Contract for construction to complete tie-in of the new 18” Water Transmission Main along the Centennial Trail

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DECISION POINT: Should City Council accept the lowest responsive base bid of \$34,460.00 and award a construction contract to North Fork Land Development LLC, to complete the tie-in of the new 18” water transmission main along the Centennial Trail so it can be activated for the 2023 season?

HISTORY: In the 2012 Water Comprehensive Plan Update, deficiencies were identified with regard to system capacity and supply in the General Zone which supplies water to the southern half of the City. The Plan Update set out a general construction schedule, based on projected peak demands, for the future supply of the General Zone. It was also determined that a new source, or sources, capable of pumping 4000 gallons per minute would be required to adequately supply the General Zone. The problem was locating a suitable site for a new well within the existing boundaries of the General Zone with property at a premium. An engineering consultant proposed, as an alternative, that since the City was already drilling a new well on the western edge of the City, we could divert water from an existing well, in this case the Atlas Well, to the General Zone via a new transmission main. The Water Department approved this proposal. In 2021, Council accepted the bid of, and awarded a contract to, LaRiviere, Inc., for the installation of a new 18-inch water transmission main.

Recently, due to circumstances outside of the City’s control, LaRiviere determined that it was unable to complete the project by July 15, the Water Department’s target date in order to meet summer demands. In response, the Department, in consultation with the engineer on the Project and the Legal Department, decided that the only viable alternative was to terminate the LaRiviere contract “for convenience,” to put the remaining portion of the Project out to bid, and to hire a new contractor to complete the Project by July 15. Bids were solicited in accordance with Idaho law and the City’s Purchasing Policy, and two bids were evaluated on June 16, 2023.

FINANCIAL ANALYSIS: Funding for the proposed project is included in the 2022-23 FY budget in the amount of \$750,000.00 to be paid out of Capitalization Fees. The City solicited bids from other contractors who will be able to complete the project so that the transmission line is usable for the summer of 2023. The bids received were as follows: Simco (\$69,200.00) and North Fork (\$34,460.00), both bids were responsive.

PERFORMANCE ANALYSIS: The Centennial Trail Transmission Main will move water from the Atlas Well south to I-90 and then east along the trail to the Riverstone Drive area where it will help supply adequate water to the General Zone to meet peak demand. By completing the tie-in of the transmission line to the existing 12-inch water line that parallels Seltice Way, the Water

Department can utilize the new transmission main with some of the existing infrastructure to help bring needed flows to the General Zone.

DECISION POINT/RECOMMENDATION: City Council should accept the lowest responsive bid of \$34,460.000 and award a construction contract to North Fork Land Development LLC, for installation of a new 18” water transmission main tie-in along the Centennial Trail.

RESOLUTION NO. 23-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARING A CONTRACT FOR THE COEUR D'ALENE WATER DEPARTMENT TRANSMISSION LINE – CENTENNIAL TRAIL SECTION TIE-IN TO NORTH FORK LAND DEVELOPMENT LLC IN AN AMOUNT NOT TO EXCEED \$34,460.00.

WHEREAS, the City heretofore duly solicited bids for the CDA Water Department Transmission Line – Centennial Trail Section Project in Coeur d'Alene, Idaho, and said bids were received by the Water Department and evaluated on Friday, the 16th day of June, 2023, and the lowest responsive bid received was that of North Fork Land Development LLC, in the amount of Thirty-four Thousand Four Hundred Sixty and no/100 Dollars (\$34,460.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of North Fork Land Development LLC, in an amount not to exceed Thirty-four Thousand Four Hundred Sixty and no/100 Dollars (\$34,460.00), for the CDA Water Department Transmission Line – Centennial Trail Section Tie-In Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with North Fork Land Development LLC in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such contact on behalf of the City.

DATED this 20th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CONTRACT
for
Centennial Trail Transmission Line Tie-In

THIS CONTRACT is made and entered into this 20th day of June, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **NORTH FORK LAND DEVELOPMENT LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2468 W. Poleline Ave., Post Falls, Idaho, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for the CDA Transmission Line – Centennial Trail Section Tie-In, according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefore according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily 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 under Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code §§ 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** 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.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Thirty-Four Thousand Four Hundred Sixty and 00/100 Dollars (\$34,460.00).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Department.

The work shall be completed by July 7, 2023. The work shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, the unit prices as set forth in the written bid of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications

- N) Special Provisions
 - O) Plans
 - P) Addenda
- No. _____, dated _____, _____

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, CONTRACTOR shall not assign this contract, or any part thereof, without the prior written consent of the CITY.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said CITY, and the CONTRACTOR has caused the same to be signed by its President, the day and year first above written.

CITY OF COEUR D'ALENE:

NORTH FORK LAND DEVELOPMENT:

James Hammond, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor 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.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor 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.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’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 contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor 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 contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

RESOLUTION NO. 23-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH PECK & PECK EXCAVATING, INC., FOR SITE DEVELOPMENT AND LANDSCAPING IMPROVEMENT AT THE NEW MUSEUM OF NORTH IDAHO SITE IN THE AMOUNT OF \$596,400.00.

WHEREAS, the Parks & Recreation Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with Peck & Peck Excavating, Inc., pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with Peck & Peck Excavating, Inc., in the amount of \$596,400.00 in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 20th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

STAFF REPORT

Date: June 20,2023

From: Bill Greenwood Parks & Recreation Director

SUBJECT: Museum of North Idaho Landscape Bid Acceptance and Approval of a Contract with Peck & Peck Excavating, Inc. *(Council Action Required)*

DECISION POINT: Should Council accept the lowest responsive base bid of, and award a contract to, Peck & Peck Excavating, Inc. for the site development & landscape improvements for the Museum of North Idaho (MONI).

HISTORY: For several years, MONI has been working to complete its move from the current location near City Park to 720 Young Ave where the JC White House was placed a few years ago. The JC White House improvements/renovations are privately funded. The site development & landscaping is being funded by Ignite and the property is owned by the City, thus the reason for our involvement in the site development & landscaping aspect of the project. We advertised bids on May 26th and June 2, conducted an onsite walk through with contractors on June 7th, and opened bids on June 15th at 3pm.

FINANCIAL ANALYSIS: The available Ignite funding for the site development & landscape enhancement is \$611,000 and the City of Coeur d Alene is providing staff time to help with the management of the project.

PERFORMANCE ANALYSIS:

Peck& Peck Excavating, Inc: base bid: \$596,400.

Semco Development Group.: base bid: \$724,400

DECISION POINT / RECOMMENDATION: Council should accept the lowest responsive base bid of, and award the contract to, from Peck & Peck Excavating, Inc., for the site development & landscape improvements for the Museum of North Idaho at 720 Young Ave. in the amount of \$596,400.

AGREEMENT
for
SITE DEVELOPMENT AND LANDSCAPE IMPROVEMENTS
AT THE MUSEUM OF NORTH IDAHO SITE
720 E. YOUNG AVE., COEUR D'ALENE, IDAHO

THIS AGREEMENT is made and entered into this 20th day of June, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **PECK & PECK EXCAVATING, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 3686 N. Highway 41, Post Falls, Idaho, hereinafter referred to as “**CONTRACTOR**.”

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for site development and landscape improvement at the Museum of North Idaho site, located at 720 E. Young Ave., Coeur d'Alene, Idaho, according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefore according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily 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 under Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** 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.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Five Hundred Ninety-six Thousand Four Hundred and No/100 Dollars (\$596,400.00).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Department.

The Project shall be substantially completed by September 30, 2023. The work shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply with all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, the unit prices as set forth in the written bid of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions

- M) Technical Specifications
 - N) Special Provisions
 - O) Plans
 - P) Addenda
- Nos. 1 and 2, dated June 8, 2023, and June 12, 2023

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, CONTRACTOR shall not assign this contract, or any part thereof, without the prior written consent of the CITY.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said CITY, and the CONTRACTOR has caused the same to be signed by its President, the day and year first above written.

**CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
PECK & PECK EXCAVATING, INC.**

Steve Widmyer, Mayor

By: _____
Gregory J. Peck, President

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor 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.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor 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.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’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 contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor 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 contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

CITY COUNCIL STAFF REPORT

DATE: JUNE 20, 2023

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: APPROVAL OF A STATE-LOCAL AGREEMENT WITH IDAHO
TRANSPORTATION DEPARTMENT FOR THE 2023 OVERLAY
PROJECT

DECISION POINT: Should City Council approve a State-Local Agreement with the Idaho Transportation Department (ITD) for the 2023 Overlay Project.?

HISTORY: The asphalt surfaces on N. Ramsey Road and Northwest Boulevard have deteriorated over the years and are in need of maintenance. The Streets & Engineering Department created a project to mill the existing surface and replace it with a new asphalt surface, prolonging the life of the corridor between W. Appleway Ave. and N. Lakewood Drive that receives over 30,000 trips/day. Because the corridor is partially within ITD's jurisdiction, ITD has agreed to contribute \$400,000 toward the project. A State-Local Agreement is required by ITD in order to transfer the funding to the City. The Agreement language has been provided by ITD.

Poe Asphalt Paving, Inc., was the low bidder on this Project. The base bid encompassed the Ramsey/Northwest Blvd. corridor between Appleway and Lakewood and totaled \$753,730.00. This is the section that is the object of ITD's contribution. In addition, there was an Add Alternate for a section of Ramsey Road from Hanley Ave. to Kathleen Ave., for a total of \$657,117.50. The grand total for the entire project is \$1,410,847.50.

FINANCIAL ANALYSIS: Approval of the State-Local Agreement allows ITD to transfer \$400,000 of funding to the City to help offset the project cost.

PERFORMANCE ANALYSIS: The approval of the State-Local Agreement allows the City to receive \$400,000 of funding for ITD for the Appleway to Lakewood section. The remaining funding for the entire Project will be provided by the City from the current overlay/chipseal budget, together with (if needed) \$300,000.00 from State Highway User Fees.

RECOMMENDATION: City Council should approve the State-Local Agreement with the Idaho Transportation Department (ITD) for the 2023 Overlay Project.

RESOLUTION NO. 23-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT BY WHICH ITD WILL PROVIDE FUNDING IN THE AMOUNT OF \$400,000.00 FOR THE OVERLAY/CHIPSEAL PROJECT ON N. RAMSEY ROAD AND NORTHWEST BLVD. FROM W. APPLEWAY AVENUE TO N. LAKEWOOD DRIVE.

WHEREAS, the Streets & Engineering Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with the Idaho Transportation Department, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with the Idaho Transportation Department by which ITD will provided funding in the amount of \$400,000.00 for the overlay/chipseal project on N. Ramsey Road and Northwest Blvd. from W. Appleway Avenue to N. Lakewood Drive, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 20th day of June, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**COOPERATIVE AGREEMENT
NORTHWEST BLVD, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY**

PARTIES

THIS AGREEMENT is made and entered into this 20th day of June, 2023, by and between the **IDAHO TRANSPORTATION DEPARTMENT (ITD)**, hereafter called the State, and the **CITY OF COEUR D'ALENE, KOOTENAI COUNTY**, hereafter called the City.

PURPOSE

The City of Coeur d'Alene has programmed a project for the purpose of pavement rehabilitation along a section of Northwest Blvd between Lakewood Drive and Appleway Avenue, in the City of Coeur d'Alene. The City of Coeur d'Alene and ITD shall pay their portion of the project costs within their respective rights-of-ways. This Agreement will set out the terms and conditions for the work, materials, and funding.

Authority for this Agreement is established by Section 40-317, Idaho Code.

SECTION I. That the State will:

1. Upon execution of this agreement, pay the City the lump sum of \$400,000.00, to be the State's portion of cost for materials and labor to for roadway work along portions of Northwest Blvd within the City of Coeur d'Alene. No additional funds will be paid for this work.
2. Designate personnel, as the State deems necessary, to inspect the improvements to Northwest Blvd in accordance with the plans and specifications.

SECTION II. That City will:

1. Program construction of portions of Northwest Blvd as described in the Purpose Section above and execute all necessary agreements and permits.

2. Provide any additional labor, materials and funding not provided by the State to make improvements to portions of Northwest Blvd within the City of Coeur d'Alene.
3. Provide State with the construction plans in accordance with ITD's Standard Specifications for Highway Construction, 2018 Edition to review.
4. Notify the State of any planned changes or modification to the approved plans.
5. Notify ITD when roadway improvements are complete. Allow ITD to inspect the road upon completion and agree to correct/fix any issues related to construction that do not meet ITD standards.
6. Maintain complete account of all project funds received and disbursed.
7. Ensure Northwest Blvd is safe and passable for highway traffic detoured during construction. Respond to incidents on the detour route during construction.

SECTION III. It is agreed that:

1. The State and City will pay their portion of the project costs upon execution of this agreement. Final accounting and remuneration will be accomplished at project completion.
2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgement, the Federal Government or legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State. Any such termination shall take effect immediately upon notice and by otherwise effective as provided in this Agreement.

3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of City and the State.

EXECUTION

This Agreement is executed for the State by its District Engineer, and executed for the City, attested to by the Clerk, with the imprinted Corporate Seal of City of Coeur d'Alene.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF COUER D'ALENE

Renata McLeod, City Clerk

James Hammond, Mayor

(Seal)

