



Our vision of Coeur d'Alene is of a beautiful safe city  
that promotes a high quality of life and sound economy  
through excellence in government

## **GENERAL SERVICES/PUBLIC WORKS COMMITTEE**

**with**

**Council Members Wood, Evans, & English**

**April 10, 2023, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

### **AGENDA**

#### **\*\*\*ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

- Item 1 Request Approval of a Leading Idaho Subaward Agreement with the Idaho Department of Environmental Quality (DEQ) for the East Sherman Stormwater Outfall Volume Reduction Project, Which Provides the City up to \$190,000 in State Funds – City Engineer Chris Bosley, Streets and Engineering Department.
  
- Item 2 Request Acceptance of Bid of and Award a Contract to Stewart Contracting, Inc., for the Construction of the 11<sup>th</sup> Street Stormwater Project, in an Amount not to Exceed \$274,625.00 – City Engineer Chris Bosley, Streets and Engineering Department.
  
- Item 3 Request Approval for Staff to Seek Additional Funding in the Amount of \$668,000, through the Leading Idaho Subaward Agreement with the Idaho Department of Environmental Quality (DEQ), for the Independence Point Stormwater Outfall Volume Reduction Project - City Engineer Chris Bosley, Streets and Engineering Department.

*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 Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.*

- Item 4 Request Approval to Enter into a State/Local Agreement for the Rectangular Rapid Flashing Beacons (RRFB) Project – City Engineer Chris Bosley, Streets and Engineering Department.
- Item 5 Request Approval of a Change Request by CORE Construction, to Increase the Contract Amount by \$40,000.00 for Additional CMGC Pre-Construction Services Related to the Police Department Remodel/Expansion Project – Captain Dave Hagar, Police Department.

*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 Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.*

**PUBLIC WORKS/GENERAL SERVICES  
STAFF REPORT**

**DATE:** APRIL 10, 2023

**FROM:** CHRIS BOSLEY – CITY ENGINEER

**SUBJECT: APPROVAL OF LEADING IDAHO SUBAWARD AGREEMENT WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR \$190,000.00 FOR THE EAST SHERMAN STORMWATER OUTFALL VOLUME REDUCTION PROJECT**

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**DECISION POINT:**

Should Council approve a Leading Idaho Subaward Agreement with the Idaho Department of Environmental Quality for \$190,000.00 for the East Sherman Stormwater Outfall Volume Reduction Project?

**HISTORY:**

In September of 2022, the City of Coeur d’Alene submitted an application to the Idaho Department of Environmental Quality for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d’Alene. The City was awarded funding for the East Sherman stormwater projects, totaling an estimated \$190,000.00 with no local match requirement. The projects will include engineering design and construction of a stormwater system that will reduce the amount of stormwater discharging to the outfall at I-90, which flows to Lake Coeur d’Alene through Fernan Creek. Staff will return to Council with a contract for design with a consultant. Construction is expected to begin as early as Fall/Winter of this year.

**FINANCIAL ANALYSIS:**

No local match is required for this project.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will allow for the reduction of stormwater flows that currently enter the waters of Lake Coeur d’Alene untreated.

**DECISION POINT/RECOMMENDATION:**

Council should approve a Leading Idaho Subaward Agreement with Idaho Department of Environmental Quality for \$190,000.00 for the East Sherman Stormwater Outfall Volume Reduction Project.

1410 N Hilton Street  
Boise, ID 83706 • (208) 373-0502



Brad Little, Governor  
Jess Byrne, Director

March 14, 2023

Todd Feusier  
City of Coeur d'Alene  
710 E Mullan Ave  
Coeur d'Alene ID 83814

By Email: [cbosley@cdaid.org](mailto:cbosley@cdaid.org)

RE: DEQ Subaward #S796

Dear Mr. Feusier:

I have enclosed one original of the proposed Subaward (#S796) between the City of Coeur d'Alene and the Idaho Department of Environmental Quality (DEQ). The purpose of this subaward is to provide funding to divert stormwater into a storage/treatment facility rather than directly to Fernan Creek, reducing the amount of phosphorus.

If the agreement is acceptable to you, please print sign and date, scan and return to me at [carrie.champlin@deq.idaho.gov](mailto:carrie.champlin@deq.idaho.gov). Please note there are several forms to fill out and return.

If you have any questions or concerns regarding the agreement, please contact Project Officer Jamie Brunner at [jamie.brunner@deq.idaho.gov](mailto:jamie.brunner@deq.idaho.gov) or Contracts Manager Carrie Champlin at [carrie.champlin@deq.idaho.gov](mailto:carrie.champlin@deq.idaho.gov)

Sincerely,

Carrie Champlin  
Contracts Manager

cc: #S776  
Jamie Brunner, DEQ





# DEQ Subaward Agreement

Subaward # S796

This Subaward Agreement is entered into by the State of Idaho, Department of Environmental Quality, hereinafter referred to as the DEPARTMENT, and [City of Coeur d'Alene](#) hereinafter referred to as the SUBRECIPIENT.

Tax Identification 826000176 DUNS Number: 063905418 MBE/WBE Status:  
Subaward Effective Date 2/27/2023 Subaward Exp Date 12/31/2023 UEINumber N6NELE7F5931  
Professional Liability Policy # 42A02034100122 Policy Expiration Date 9/30/2023  
Check if Exempt/Government Agency

Worker's Compensation Policy # 21800 Policy Expiration Date 10/1/2023  
If exempt from Worker's Compensation, note the reason:  
Check if Worker's Compensation paid by DEQ  SIF Class Code

WITNESSETH: The DEPARTMENT enters into this Subaward Agreement pursuant to authority granted to it in Title 39, Chapter 1, Idaho Code. The SUBRECIPIENT agrees to undertake performance of this agreement under the terms and conditions set forth herein.

The SUBRECIPIENT agrees to provide, and the State agrees to accept the services detailed in this agreement and generally described as follows:

To provide funding to divert stormwater into a storage/treatment facility rather than directly to Fernan Creek, reducing the amount of phosphorus.

## Method of Procurement

## RFP Number

The following Attachments are checked if applicable and are incorporated by reference and made a part of this agreement:

### Attachments

|                      |                              |  |
|----------------------|------------------------------|--|
| Work Plan / SOW      | Program Terms & Conditions   | Single Audit Act                       |
| Conflict of Interest | Lobby Certification          | MBE/WBE Reporting                      |
| FFATA Reporting      | DWG Classification Worksheet | <b>Worker's Compensation Insurance</b> |
| Liability Insurance  | Leading Idaho Ts Cs          |  |

|                 |              |
|-----------------|--------------|
| Subaward Amount | \$190,000.00 |
|-----------------|--------------|

Subaward

|                          | This Action  | To Date      |
|--------------------------|--------------|--------------|
| Federal Funds Obligated: | \$190,000.00 | \$190,000.00 |

Federal Award Information

CFDA #: 21.027

Federal Awarding Agency:

Federal Award #:

Federal Award Name: ARPA WASTE

Total Amount of Federal Award to DEQ :

DEQ's Negotiated Indirect Cost Rate:

The terms of this agreement include the Statement of Work, the Budget, the federal agency's award terms and conditions, as well as other documents affixed or referred to in this agreement. The SUBRECIPIENT must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 1500). It is expected that the approved Statement of Work will be followed in its entirety unless modifications or amendments are agreed to, and approved in writing by the DEPARTMENT.

The SUBRECIPIENT acknowledges and agrees that changes in legislation may require modification to this agreement both in program and funding, and that any such changes, which are necessary, shall be incorporated. The SUBRECIPIENT further agrees that the DEPARTMENT has the right to terminate this agreement if the SUBRECIPIENT cannot comply with such changes, or meet the requirements originally outlined in the Statement of Work. The SUBRECIPIENT further acknowledges that all funding is contingent upon the availability of federal funds, the SUBRECIPIENT's ability to certify provision of required matching funds (where applicable), and continued federal authorization of program activities. The SUBRECIPIENT agrees that the DEPARTMENT has the right to terminate or otherwise modify this agreement if federal funding or authority is terminated or modified.

In the event that this agreement is not executed prior to the first day of the effective period, the late execution shall provide retroactive approval for expenditures authorized by the agreement and made prior to the date of execution. This agreement is effective as per the stated agreement effective date. In the event that the last signature on this agreement pre-dates the stated agreement effective date, the last signature date shall be the new effective date.

The SUBRECIPIENT agrees to provide notice of the completion of any required audits and any adverse findings which impact this subaward as required by CFR parts 200.501-200.521, and to provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable. SUBRECIPIENT agrees to indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the SUBRECIPIENT or its agent's, employees, contractor's, or assignee's actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project. If the SUBRECIPIENT is a Public Entity, this indemnification and save harmless obligation shall apply only to the extent permitted by Idaho Code section 59-1015.

This agreement and related attachments constitute the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written; negotiations; representations; commitments; and all other communications between the parties. The agreement may not be released, discharged, changed, extended, modified, or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the DEPARTMENT, except to the extent provided by an instrument in writing signed by a duly authorized representative of the parties. Any Riders, Appendices, Attachments, and all other information attached to this agreement serve to supplement the terms and conditions of this agreement, and do not change or eliminate any provision of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

AWARDING ENTITY IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.

Financial Officer

| Signature | Title | Date |
|-----------|-------|------|
|-----------|-------|------|

SUBRECIPIENT: City of Coeur d'Alene

| Signature | Title | Date |
|-----------|-------|------|
|-----------|-------|------|

Subrecipient Mailing Address:

Todd Feusier  
710 E Mullan Ave  
Coeur d'Alene ID 83814

DEQ Contact:

Carrie Champlin, Contracts Manager  
1410 N. Hilton  
Boise, ID 83706

Subrecipient Phone Number 208-769-2234

DEQ Phone Number 208-373-0502

Fiscal Codes - DEQ Use Only

| PID  | OBS  | CA    | SubObj | WP     | BE | % Grant | GT Begin | GT End |
|------|------|-------|--------|--------|----|---------|----------|--------|
| CL06 | 0610 | 87313 | 7410   | 000NPR | 00 |         | 100      |        |

# PROGRAM SPECIFIC TERMS & CONDITIONS

*Leading Idaho Subaward Program*

**DEQ Subrecipient: City of Coeur d'Alene**  
**Project Title: East Sherman Stormwater Outfall Volume Reduction**

## I. INTRODUCTION

This agreement is between the Idaho Department of Environmental Quality (DEQ) through its authority granted under Title 39, Chapter 1, Idaho Code, and City of Coeur d'Alene (Subrecipient) for performance as set forth in the approved Statement of Work, and award conditions and the Terms and Conditions as set forth below. This project is funded through Governor Little's Leading Idaho initiative as prioritized by the Coeur d'Alene Lake Advisory Committee.

## II. PROGRAM GUIDANCE & ELIGIBILITY REQUIREMENTS

The Subrecipient shall perform the services set forth in the approved Statement of Work. All activities covered under this agreement shall be consistent and comply with the Coeur d'Alene Lake Management Plan, Governor Brad Little's Proclamation establishing the Coeur d'Alene Lake Advisory Committee, dated August 20, 2021, and federal and state laws. **Copies of all permits required for work completed under this agreement must be provided to DEQ prior to commencement of work.**

## III. PROJECT STATEMENT OF WORK

The Statement of Work form submitted by the Subrecipient and approved by DEQ is incorporated into this subaward agreement.

## IV. PROJECT MANAGEMENT

### a. Time of Performance:

Under this agreement the Subrecipient may commence work when signatures from persons with authority from both the Subrecipient and DEQ to enter into this agreement are executed and will follow the implementation schedule found in the Statement of Work. Where project implementation occurs on private land, access agreements shall include provisions for maintenance of the project for a minimum of 10 years.

### b. Implementation Schedule:

Unless amended by mutual written agreement by both parties, the Subrecipient will perform the described tasks and implementation schedule contained in the Statement of Work.

**c. Performance Monitoring:**

DEQ will monitor the performance of the Subrecipient against approved Statement of Work. DEQ may terminate the agreement for failure to ensure reasonable completion of the project within the project period and in accordance with the implementation schedule referenced herein. The Subrecipient shall consult with DEQ when conceptual project designs and final engineering designs are completed and prior to actual implementation. DEQ will perform site visits and assess project implementation at least once during project implementation and upon project completion, at a minimum, and/or upon completion of significant milestones. The Subrecipient and DEQ will coordinate on scheduling of milestones and report development reviews upon initiation of subaward agreement. The Subrecipient and DEQ will meet according to this schedule throughout the project implementation. Additional site visits may be necessary and will be coordinated between DEQ and the Subrecipient.

**d. Property Access:**

The Subrecipient shall allow access to DEQ at all reasonable times, in conformance with Idaho Code 39-108(2)(b) or enter into access agreements with the owners of the property where the project is occurring, where applicable. These access agreements shall ensure the ability of both the Subrecipient and DEQ to enter onto the property to inspect the status of the project and to allow for maintenance inspection.

**V. PROJECT BUDGET**

The total project cost of performing work under this agreement is \$190,000.00; and the total reimbursable, not to exceed cost is \$190,000.00, as specified in the budget table in the Statement of Work. Any amendments to this budget must be approved in writing by DEQ and the Subrecipient.

**VI. BILLING PROCEDURES**

**a. Amount:**

DEQ shall reimburse the Subrecipient in an amount not to exceed \$190,000.00 for costs related to the East Sherman Stormwater Outfall Volume Reduction, as outlined in the approved project Statement of Work included as part of this agreement.

**b. Requests:**

Subrecipient must utilize the invoice template attached with this agreement for all reimbursement requests. Invoices will be processed once DEQ has reviewed and approved of the activities included in the invoice, in accordance with approved designs referenced below in Performance Monitoring (VII.c) and the Statement of Work. DEQ shall reimburse the Subrecipient in an amount not to exceed \$190,000.00 for costs related to this agreement. As outlined in SOW. A final invoice must be submitted no later than sixty (60) days following the expiration date of the agreement, unless there is an amendment to the agreement signed by both parties, that changes the project timeline. Requests not received within this timeframe will not be honored and any remaining funds will be de-obligated.

Required Documentation and Reimbursements Requests:

The Subrecipient must submit requests for reimbursement to DEQ following delivery or receipt of any project supplies, equipment, or contracted services. Requests for reimbursement must include:

- Invoice:
  - Description and purpose of items/services purchased
  - Date of purchase
  - Cost of purchase
- Copy of receipt(s) for supplies, equipment, and contractual expenses.

**c. Submission of Requests:**

Reimbursement requests must be submitted electronically via email to the following recipients:

- DEQ Project Manager, Jamie Brunner at [Jamie.Brunner@deq.idaho.gov](mailto:Jamie.Brunner@deq.idaho.gov)
- DEQ Grants and Contracts Officer, Doug McRoberts at [Douglas.Mcroberts@deq.idaho.gov](mailto:Douglas.Mcroberts@deq.idaho.gov)
- [accountsreceivable@deq.idaho.gov](mailto:accountsreceivable@deq.idaho.gov)

**VII. REPORTING REQUIREMENTS**

**a. Reports:**

- i. The Subrecipient must submit a final report no later than sixty (60) days following the expiration date of the agreement. The report must convey information about the project, its success or failure, and the way in which grant funds were spent.
- ii. The Subrecipient should present a project summary, including background information, water quality data and trends (where applicable) and other supporting information to describe and document the accomplishments and milestones reached. The final report should not be written as an afterthought. Rather, it should be integrated from start to finish into the planning, coordination, and implementation aspects of the project. Data,

photographs, maps and other required elements of the report are collected most efficiently while the project is underway.

- iii. As an example, the suggested format for Surface Water/Watershed Projects includes the following: Introduction; Project Goals, Objectives and Activities (including: (1) planned and actual milestone dates and completion dates; (2) evaluation of goal achievement; and (3) any supplemental information); Best Management Practices Applied or Developed; Monitoring Results (including: (1) BMP Effectiveness; (2) Surface Water Improvements; including load reduction estimates (3) Ground Water Improvements; and (4) Other Monitoring); Coordination with Other Agencies; Public Involvement (including a description of other sources of project funding); Difficult Aspects of the Project; Future Activity Recommendations; Literature Cited; List of Tables; List of Figures; Appendices.

**b. Report Submission:**

- i. All reports should be submitted electronically via email to the following recipients:
  - Project Manager: Jamie Brunner ([Jamie.Brunner@deq.idaho.gov](mailto:Jamie.Brunner@deq.idaho.gov))
  - Grants and Contracts Officer: Doug McRoberts([Douglas.Mcroberts@deq.idaho.gov](mailto:Douglas.Mcroberts@deq.idaho.gov))
- ii. Questions regarding reporting requirements may be directed to the DEQ Grant and Contracts Officer:

Doug McRoberts  
DEQ State Office  
1410 N. Hilton  
Boise, ID 83702  
Phone: (208) 373-0292  
Email: [Douglas.Mcroberts@deq.idaho.gov](mailto:Douglas.Mcroberts@deq.idaho.gov)

**I. GENERAL LIABILITY INSURANCE**

The Subrecipient shall not commence work under this agreement until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to DEQ. All insurance policies and certificates must be signed copies. After work commences, the Subrecipient must keep in force all required insurance until the agreement is terminated or closed.

The Subrecipient shall carry and maintain the sufficient insurance applicable to the subrecipient's 501(c)(3) status, protecting it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this agreement whether such operations are by themselves or by anyone directly or indirectly employed by either of them.

The Subrecipient shall provide General Liability coverage for all of its employees involved in the performance of this agreement. The Subrecipient shall maintain employer's liability. The employer's liability shall have limits not less than \$100,000 each accident for bodily insurance by accident or \$100,000 each employee for bodily injury by disease.

The Subrecipient shall ensure that should any of the above-described insurance policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to DEQ.

## **II. RECORD RETENTION REQUIREMENTS & ACCESS**

The Subrecipient shall retain all financial records, supporting documents, statistical records and all other records pertinent to this agreement and its associated project(s) for a minimum of three (3) years from the date of payment of final invoice or from the date of the publication and approval of the final report, whichever is later.

If any litigation, claim, or audit is initiated prior to the expiration of the three (3) year period, the Subrecipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Subrecipient agrees to provide the DEQ Director, or his/her authorized agents, access to all files, records, accountings and books relating to the management and accountability of this subaward.

## **III. SUBAWARD CLOSEOUT INSTRUCTIONS**

This subaward will be considered closed once the Subrecipient submits all invoices, reports, and any other requested documentation to DEQ, AND these documents have been paid/approved by DEQ. This includes the final invoice and the final report.



## Acknowledgement of Federal Audit Requirements for Federal Subrecipients

Subaward grant funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act (SAA) of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507 (2000) and moved and incorporated in 2014 into the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200, Subpart F – Audit Requirements. If a Subrecipient expends more than \$750,000 of federal funds (including, but not limited to those received as part of this agreement) in their fiscal year 2016 or later; then, the Subrecipient must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (§200.500-200.500.521). In such case, the Subrecipient must:

- Procure or otherwise arrange for the required audit in accordance with 200.509 Auditor selection, and ensure it is properly performed and submitted when due;
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §200.510 Financial statements;
- Properly submit audit report in a timely fashion (§200.512):
  - The audit must be submitted within **thirty (30) calendar days** after the receipt of the auditor's report **OR nine (9) months** after the end of the audit period, which is generally the Subrecipient's fiscal year end.
  - The auditee must ensure timely submission of the data collection form and reporting package to the Federal Audit Clearinghouse (FAC) as described in §200.512 paragraphs (b) and (c) respectively.
  - Subrecipient must keep one copy of the data collection form and one copy of the reporting package on file for **three (3) years** from the date of submission to the FAC.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with §200.511, Audit findings follow-up, paragraph (c), respectively (as appropriate);
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Subpart F.

The Subrecipient recognizes that it is responsible for determining if the **\$750,000** threshold is reached, as appropriate, and if a SAA audit is required. Additionally, the Subrecipient must inform the Department, in writing, of any findings or recommendations pertaining to this agreement contained in any audits conducted by the Subrecipient. In such cases, the Subrecipient must also provide the Department with a copy of the audit.

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**CONFLICT OF INTEREST CERTIFICATION**

**Subgrant #:** S796

**Subrecipient Name:** City of Coeur d'Alene

A conflict of interest (COI) is defined as an actual or potential situation that undermines, or may undermine, the impartiality of an individual or non-federal entity because their self-interest conflicts, or may conflict with their duty and obligations to the public in performing a federally funded financial assistance agreement. COI also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant or contractor in competing for federal financial assistance.

**Situations Requiring Disclosure:** (1) Any COI described at 2 CFR 200.318(c)(1) including consulting fees or other compensation paid to employees, officers, agents of the subrecipient and/or members of their immediate families paid by procurement contractors or other subrecipients receiving federal funding under a subaward. (2) Any organizational COI described at 2 CFR 200.318(c)(2) between the subrecipient and procurement contractors or other subrecipients receiving federal funding under a subaward.

**Timing & Content of Disclosure:** Subrecipients must disclose any COI related to this agreement within 10 calendar days of discovery to DEQ's Project Manager. All disclosures must be in writing preferably through email communication. In addition to describing the COI, subrecipients must also provide any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict.

**Subrecipient Point of Contact (POC):** This is the person designated to disclose and resolve any COI that may arise related to this subaward agreement. The Subrecipient POC must be an employee or officer of the Subrecipient or another entity (e.g. consultant or attorney) expressly authorized by the Subrecipient to speak on its behalf.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_

**Please check one of the following:**

- The subrecipient has implemented a written policy of financial COI that is consistent with federal general procurement standards referenced herein. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the subrecipient's policy.
- The subrecipient has not implemented a written policy of financial COI. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the situations, timing, and content of disclosure requirements listed above.

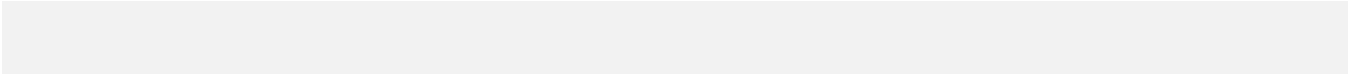
I certify that the information listed above is true, complete and accurate to the best of my knowledge, and that I am an Authorized Organizational Official for the subrecipient.

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_



*Questions? Contact DEQ Grants/Contracts Management Supervisor, Doug McRoberts  
Ph: (208) 373-0497  
Email: Douglas.McRoberts@deq.idaho.gov*

Please Sign and Return this Form with the Signed Agreement

**Compliance Data as Required under the  
Federal Funding Accountability and Transparency Act (FFATA)**

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**SUBAWARD REPORTING**

1. Official Name of Entity (Subaward) Receiving the Award : City of Coeur d'Alene  
063905418
2. Organizational DUNS #<sup>1</sup>:  
City: \_\_\_\_\_ State: \_\_\_\_\_
3. Primary Location of Performance: \_\_\_\_\_
4. Was the Subrecipient's Gross Income in the previous tax year greater than \$300,000?  YES  NO  
(Skip to #8 – no additional information required.)
5. In the preceding fiscal year did 80% or more of annual gross revenues come from federal awards; AND did \$25,000,000 or more in annual gross revenues come from Federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act?  YES (Proceed to #6)  NO (Skip to #8 – no additional information required.)
6. Does the public have access to information about the compensation of the executive through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986? (See filings @ <http://www.sec.gov/answers/execomp.htm>)  YES (Proceed to #7)  NO (Skip to #8 – no additional information required.)
7. Report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year below (per 2 CFR Part 170):
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_

**Subrecipient:**

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8. Printed Name and Title of Authorized Representative

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9. Signature of Authorized Representative

10. Date

<sup>1</sup> If your organization does not yet have a Data Universal Numbering System (DUNS) #, you'll need to get one. A DUNS number may be obtained from Dun and Bradstreet, Inc. by telephone (866-705-5711) or by internet (<http://fedgov.dnb.com/webform>).

45 CFR Part 604 – New Restrictions on Lobbying

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature

City of Coeur d'Alene

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Title/Institution

## ALERT

“Total Procurement” fields and “MBE/WBE Combined Procurement” fields located in section 4B of this form should include Federal funds provided under the assistance agreement, recipient matching funds, and funds from other sources that are included in the assistance agreement.

Due to process time of Paperwork Reduction Act procedures, EPA is not able to update the [EPA Form 5700-52A](#) immediately to reflect this clarification.

**If EPA grant recipients have questions about [EPA Form 5700-52A](#), please work with your respective Grants Specialist or [DBE Coordinator](#).**



## U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

|  |              |   |          |
|--|--------------|---|----------|
| <b>1A. REPORTING PERIOD</b>  |              | <b>1B. REPORT TYPE</b>  |          |
| October 1, _____ – September 30, _____   | Annual       | Final Report (Project completed)  |          |
| <b>1C: Revision of a Prior Year Report?</b> No      Yes<br>If yes, what reporting period is being revised and briefly describe the changes made. <b>Note:</b> The revised report will replace the associated original report in its entirety.  |              |   |          |
| <b>2A. RECIPIENT UNIQUE ENTITY IDENTIFIER</b>  |              |   |          |
| <b>2B. RECIPIENT REPORTING CONTACT</b>   |              |   |          |
| Name: _____  |              |   |          |
| Email: _____   |              |   |          |
| Phone: _____   |              |   |          |
| <b>3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)</b>   |              |   |          |
| (For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.)   |              |   |          |
| <b>4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.)</b>  |              |   |          |
| <b>4B. Total Procurements &amp; MBE/WBE Accomplishments This Reporting Period (in dollars)</b>   |              |   |          |
|  | Construction | Non-Construction  | Total    |
| Total Procurement:   | \$ _____     | \$ _____  | \$ _____ |
| MBE/WBE Combined Procurement:  | \$ _____     | \$ _____  | \$ _____ |
| <b>5A. Good Faith Efforts:</b> If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321.<br><br>Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.<br><br>No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. |              | <b>5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.</b><br><br><div style="display: flex; justify-content: space-around;"> <span>No MBE/WBE(s) applied</span> <span>No MBE/WBE(s) were qualified</span> </div><br>Other: _____ |          |
| <b>6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE</b>  |              | <b>TITLE</b>  |          |
| <b>7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE</b>   |              | <b>DATE</b>   |          |

## **Instructions:**

### **A. General Instructions:**

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (<https://www.epa.gov/grants/rain-2018-g04>). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is \$250,000, then if a recipient has \$300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is

maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30<sup>th</sup> or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

### **B. Submission:**

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement. Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

<https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

<https://www.epa.gov/grants/epa-dbe-program-coordinators>



### C. Instructions:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

**\*For SRF recipients:** In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or "other" categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

**\*For SRF recipients only:** In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

\*\*This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.



## 2021/2022 Leading Idaho Project Statement of Work

Project Name:

Date:

### Project Sponsor

Organization Name:

Organization Phone:

Organization Email:

Organization Address:

City:

State:

Postal Code:

Org. Fiscal Year End (mo/day)

Duns #

Tax ID #

Prof. Liability #, Provider, Exp.

Work Comp # , Provider, Exp.

Project Admin:

Name with Signing Authority:

Project Field Officer:

Field Officer Phone:

### Project Location

**Project Site Description.** Include such things as proximity to Coeur d'Alene Lake or it's tributaries, discharge point, vegetation, landmarks, and unique features.

## Project Description

**Project Description:** What is the goal of the project? Describe how the project will reduce phosphorus loads to Coeur d'Alene Lake (or tributaries draining to the lake). (3,000 character maximum in this field; see next page for continued project description.)

Project Description Continued ...

(2,500 maximum characters for this field; this is the final description field. If your project description exceeds the allotted three fields, submit an attachment with this application.)

### **Pollutant Load Reduction**

**Estimate the annual phosphorus load reduction (in pounds) that will be a result of this project, including a description of calculation method and any appropriate references. Attach any appropriate supporting documents.**

## Budget Category Narrative

Provide a budget narrative to the following budget categories:

Personnel

Travel

Supplies

Equipment

Contractual

Other

## Project Tasks and Work Plan with Budget Justification and Schedule

List tasks that will be required to complete the project. Provide task name, description that supports the budget funds, start and end dates, and deliverables. If more than six tasks, provide an additional document.

### Task 1

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

### Task 2

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

### Task 3

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

### Task 4

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:



## Task 5

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

## Task 6

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:



## Budget Category Definitions and Requirements

|   |  |
|---|--|
| <b>Match</b>  | Match is not required to receive Leading Idaho funding. However, if cash or in-kind match was included in pre-application materials, it must be included in the Statement of Work and accounted for through invoicing and final reporting.                                   |
| <b>Administrative Personnel Costs (nonproject specific)</b> | Costs are not to exceed 10% of the grant award. These are costs in the form of salaries, overhead, or indirect costs for services provided and charged against activities and programs carried out with the grant.   |
| <b>Project-Specific Personnel Cost</b>                      | Include compensation and fringe benefits provided to an employee for work completed in exclusive support of a project. Salaries paid to personnel that are hired to work exclusively on one project are project specific costs.  |
| <b>Fringe Benefits</b>                                      | Employee benefits compensation including insurance, workers compensation, retirement, and other fringe benefit costs.  |
| <b>Travel</b>   | Describe why the travel is needed and include mileage. Also, use this category to enter other travel-related expenses, such as meals, lodging, parking fees, etc.  |
| <b>Supplies</b>   | Materials and items used solely for the project and/or does not have a useful life beyond the project including paper, office supplies, project materials (including riparian plants), etc, or items with a useful life of more than one year with a cost less than \$5,000. |
| <b>Equipment</b>  | Tangible items with a useful life of more than 1 year or a useful life beyond the project with a value over \$5,000.   |
| <b>Other</b>  | Items not identified in any other budget category. This can include renting, leasing, and operating equipment.   |
| <b>Contractual</b>  | Costs for assigning part of the obligations and tasks under a contract to another party.   |
| <b>Monitoring + Outreach/Education</b>                      | The cost for monitoring + outreach and education are only required if included in the pre-application for LI.  |

**PUBLIC WORKS/GENERAL SERVICES  
STAFF REPORT**

**DATE:** APRIL 10, 2023

**FROM:** CHRIS BOSLEY – CITY ENGINEER

**SUBJECT:** ACCEPT THE BID OF AND AWARD A CONTRACT TO STEWART CONTRACTING, INC., FOR CONSTRUCTION OF THE 11<sup>TH</sup> STREET STORMWATER PROJECT

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**DECISION POINT:**

Should Council accept the bid of and award a contract to Stewart Contracting, Inc., for construction of the 11<sup>th</sup> Street Stormwater Project?

**HISTORY:**

In 2022, the City of Coeur d’Alene was awarded grant funding through the Idaho Department of Environmental Quality for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d’Alene. The City was awarded funding for three separate stormwater projects. This project actually includes two of those three projects, totaling three stormwater outfalls: 11<sup>th</sup> Street, Sanders Beach, and Mullan Ave. The lowest bid was submitted by Stewart Contracting, Inc., at \$274,625.00. The funding is provided by the Leading Idaho Subaward Program. Construction will be completed this spring/summer.

**FINANCIAL ANALYSIS:**

The cost for completion of the work will be paid for by the Leading Idaho Subaward Program through the Department of Environmental Quality.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will enable the City to complete the stormwater project and reducing the amount of phosphorus and other pollutants entering Lake Coeur d’Alene.

**DECISION POINT/RECOMMENDATION:**

Council should accept the bid of and award a contract to Stewart Contracting, Inc., for construction of the 11<sup>th</sup> Street Stormwater Project in the amount of \$274,625.00.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
11<sup>th</sup> STREET STORMWATER PROJECT  
CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 Stewart Contracting, 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 202 S. Division, Pinehurst Idaho, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded the contract for the 11<sup>th</sup> Street Stormwater Project in the City of Coeur d'Alene, according to the plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

**City of Coeur d'Alene – 11<sup>th</sup> Street Stormwater Project**

generally described as a stormwater drainage improvement project consisting of inserting drywells with sand and oil traps. This will include trenching for connecting pipes, asphalt and gravel restoration, sidewalk and curb replacement, traffic control and landscaping restoration.

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY, as hereinafter set forth, the CONTRACTOR shall perform the work as set forth in the plans and specifications described above, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Streets and Engineering Department Director or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents. Certificates 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

**CONTRACT**

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 Idaho Worker's Compensation 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 CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed \$274,625.00, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday 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 EFO00234).

The Work shall be substantially complete within **forty-five (45)** calendar days after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to attain Substantial Completion of 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 attain Substantial Completion of the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of one thousand and no/100 dollars (\$1,000.00) per calendar day, which sums shall not be construed as a penalty. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner five hundred and no/100 dollars (\$500.00) for each day that expires after such time until the Work is completed and ready for final payment.

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. (Idaho Code § 44-1002).

The CONTRACTOR further agrees: In consideration of securing the business of constructing 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

**CONTRACT**

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 thereunder 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.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

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

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor 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, 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions

**CONTRACT**

will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

**CONTRACT**



9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
11. The Contractor is an appropriately licensed public works contractor per Idaho Code § 54-1902.
12. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

In addition, Contractor certifies as follows:

1. That it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
2. The Contractor 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.

The "CONTRACT DOCUMENTS" consist of the following:

1. This Agreement.

**CONTRACT**

2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings listed on the attached sheet index.
7. Addenda (inclusive)
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

**CONTRACT**

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

**CITY:**

**CONTRACTOR:**

CITY OF COEUR D'ALENE

\_\_\_\_\_  
Greg Stewart, President

By: \_\_\_\_\_  
James Hammond, Mayor

By: \_\_\_\_\_

ATTEST:

ATTEST:

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

\_\_\_\_\_

(SEAL)

(SEAL)

**CONTRACT**

**PUBLIC WORKS/GENERAL SERVICES  
STAFF REPORT**

**DATE:** APRIL 10, 2023

**FROM:** CHRIS BOSLEY – CITY ENGINEER

**SUBJECT: AUTHORIZATION FOR STAFF TO REQUEST AN ADDITIONAL \$668,000.00 IN FUNDING FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE INDEPENDENCE POINT STORMWATER OUTFALL VOLUME REDUCTION PROJECT**

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**DECISION POINT:**

Should Council authorize Staff to request an additional \$668,000.00 in funding from the Idaho Department of Environmental Quality for the Independence Point Stormwater Outfall Volume Reduction Project?

**HISTORY:**

In 2022, the City of Coeur d’Alene was awarded a grant through the Idaho Department of Environmental Quality for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d’Alene. The City was awarded funding for three separate stormwater projects, with the Independence Point project estimated at \$350,000.00 with no local match requirement. The City contracted with Keller Associates to develop a conceptual design that would divert stormwater from the 131-acre area into stormwater treatment facilities. Due to high ground water elevations in the project area, the originally envisioned treatment method was determined not be to feasible. An alternative concept was developed which will treat approximately half of the original area but at an increased cost. The additional \$668,000.00 is expected to cover the design and construction cost for the reduced acreage. The intent is to complete as much as possible with the funding to create the biggest reduction in phosphorus discharging to the Lake.

**FINANCIAL ANALYSIS:**

No local match is required for this project.

**PERFORMANCE ANALYSIS:**

Authorization given to Staff to request additional funding will result in the reduction of stormwater flows that currently enter the waters of Lake Coeur d’Alene untreated.

**DECISION POINT/RECOMMENDATION:**

Council should authorize Staff to request an additional \$668,000.00 in funding through the Leading Idaho Subaward Agreement with Idaho Department of Environmental Quality for the Independence Point Stormwater Outfall Volume Reduction Project.



# 2021/2022 Leading Idaho Project Statement of Work

Project Name: Coeur d'Alene Stormwater Outfall Volume Reduction Date: 04/05/2023

## Project Sponsor

|                              |                       |
|------------------------------|-----------------------|
| Organization Name:           | City of Coeur d'Alene |
| Organization Phone:          | (208) 769-2216        |
| Organization Email:          | cbosley@cdaid.org     |
| Confirm Email address:       | cbosley@cdaid.org     |
| Organization Address:        | 710 E. Mullan Ave     |
| City:                        | Coeur d'Alene         |
| State:                       | Idaho                 |
| Postal Code:                 | 83814                 |
| Duns #                       | 63905418              |
| Tax ID #                     | 826000176             |
| Professional Liability #     | 41A02034100121        |
| Work Comp policy #           | 21800                 |
| Project Admin:               | Chris Bosley          |
| Name with Signing Authority: | Todd Feusier          |
| Project Field Officer:       | Kim Harrington        |
| Field Officer Phone:         | (208) 769-2214        |

## Project Location

**Project Site Description.** Include such things as proximity to Coeur d'Alene Lake or it's tributaries, discharge point, vegetation, landmarks, and unique features.

All sites for this project are adjacent to 303(d) listed water bodies. They each contain stormwater outfalls that discharge into Lake Coeur d'Alene. The areas are primarily urban with much impervious area, including streets, buildings, and parking lots.



## Project Description

**Project Description:** What is the goal of the project? Describe how the project will reduce phosphorus loads to Coeur d'Alene Lake (or tributaries draining to the lake). (3,000 character maximum in this field; see next page for continued project description.)

The City of Coeur d'Alene desires to reduce the amount of stormwater runoff that enters Lake Coeur d'Alene through several existing stormwater outfalls. Conceptual design is underway for some of the outfalls and others have been identified that appear to be easily attainable. All of these outfalls drain stormwater from the downtown urban areas, so nutrient reduction is expected to be considerable.

Over the past two years, the City has laid the conceptual ground work for reducing or eliminating stormwater volume at two outfalls at or near Sanders Beach, a popular swimming beach. Approximately 76 acres of urban stormwater enters the Lake at outfalls near 11th Street and 12th Street. The 12th Street outfall is located at a swimming beach and is highly visible to beach users. Children are often seen playing on the outfall pipe during the summer. The 11th Street outfall is located at the neighboring marina. The City has been working with a distributor of stormwater storage and filtration units that can be placed beneath the roadway surface to capture, retain, and infiltrate the stormwater through a sand and compost medium rather than directing it to the existing outfalls. The City is currently working with a local engineering firm to provide construction drawings of this plan as well as investigate the feasibility of constructing vegetated swales on City-owned property in the area to handle stormwater, reducing the need for the storage/filter units. Ultimately, it is anticipated that the solution will require a combination of stormwater disposal methods. The existing outfalls would remain in place to provide overflow capabilities during historic events, but the swimming beach outfall will be extended and lowered during low Lake levels to improve the aesthetics. Educational signage is planned at the swimming beach and any swales that are constructed to inform the public about stormwater and why this project is so important for the health of the Lake.

Additional projects have been identified with varying degrees of analysis and design, to determine the feasibility of accomplishing similar reductions in outfall volumes. These include the Mullan Ave outfall and the Independence Point outfall. These drainage areas include City-owned property near the outfalls that could be used to house stormwater storage/filter units or a vegetated swale to which stormwater could be bypassed. The existing Mullan Ave right-of-way at its terminus east of Coeur d'Alene Lake Drive is a prime location for stormwater storage/filter units. The City-owned Independence Point parking lot is an opportune location for installation of stormwater storage/filter units to capture drainage.

Project Description Continued ...

(2,500 maximum characters for this field; this is the final description field. If your project description exceeds the allotted three fields, submit an attachment with this application.)

### Pollutant Load Reduction

Estimate the annual phosphorus load reduction (in pounds) that will be a result of this project, including a description of calculation method and any appropriate references. Attach any appropriate supporting documents.

DEQ calculations, based on information provided by the City of Coeur d'Alene:  
Sanders Beach - 140 lbs phosphorus/year  
Mullan Avenue - 20 lbs phosphorus/year  
Independence Point - approximately 110 lbs phosphorus/year for reduced basin area

## Budget Category Narrative

Provide a budget narrative to the following budget categories:

### Personnel

### Travel

### Supplies

### Equipment

### Contractual

Sanders Beach Outfalls  
Total Project Cost: \$250,000  
Design: \$50,000 (match) Construction: \$200,000

Mullan Ave Outfall  
Total Project Cost: \$115,000  
Design: \$15,000 Construction: \$100,000

Independence Point Outfall  
Total Project Cost: \$1,018,000  
Design: \$50,000 Construction: \$968,000



## Project Tasks and Work Plan with Budget Justification and Schedule

List tasks that will be required to complete the project. Provide task name, description that supports the budget funds, start and end dates, and deliverables. If more than six tasks, provide an additional document.

### Task 1

Task Name: Sanders Beach Design

Start Date: 02/01/2022

Task Description and Deliverables (1,500 character maximum)

End Date: 03/01/2023

Design has been completed via a contract with HMH Engineering. The design consists of the installation of modified drywells with a sand/compost filter system to store and treat the stormwater. The design also included the Mullan Ave outfall in order to get better bids.

### Task 2

Task Name: Sanders Beach Implementation

Start Date: 03/01/2023

Task Description and Deliverables (1,500 character maximum)

End Date: 07/01/2023

Construction drawings were created and an advertisement for bids by contractors was issued. The low bid of \$274,625 was received from Stewart Contracting, Inc. and will go to construction after approval by City Council.

### Task 3

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

An engineering consultant has been contracted to complete the analysis and design of the stormwater storage and treatment infrastructure. The originally conceived infrastructure types, sizes, and locations were determined to be infeasible through this analysis. An alternative concept was developed that will treat approximately half of the the basin area, but at a higher cost. Additional funding will help to address a larger area than current funding would allow. Construction drawings will be created by the consultant for bidding by contractors.

### Task 4

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

Construction drawings prepared by the engineering consultant will be used to solicit bids for construction of the stormwater storage and treatment infrastructure. Construction will take place during times of low stormwater runoff.

## Task 5

Task Name:   
Task Description and Deliverables (1,500 character maximum)

Start Date:   
End Date:

The City was working with North Idaho College in development of a stormwater filter system that can be used in catch basins/pipes to remove pollutants, especially phosphorus. Prototypes for the filtration system were developed and subsequently installed and monitored over the summer of 2022. Conclusive results were not obtained during the time period, so the City added a stormwater storage and treatment system to the Sanders Beach stormwater project.

## Task 6

Task Name:   
Task Description and Deliverables (1,500 character maximum)

Start Date:   
End Date:

Construction drawings were created and included in the design for Sanders Beach. An advertisement for bids by contractors was issued. The low bid of \$274,625 was received from Stewart Contracting, Inc. and will go to construction after approval by City Council.



## Budget Summary

- All costs in the budget must be identified with an activity in a work plan task identified above.
- Submit the completed application and budget to: [jamie.brunner@deq.idaho.gov](mailto:jamie.brunner@deq.idaho.gov)

| Budget Line Item | LI Funding      | Other Funding<br>Source(s)/Match | Total           |
|------------------|-----------------|----------------------------------|-----------------|
| Salaries/Fringe  | \$0             | \$0                              | \$0             |
| Travel           | \$0             | \$0                              | \$0             |
| Supplies         | \$0             | \$0                              | \$0             |
| Equipment        | \$0             | \$0                              | \$0             |
| Contractual      | \$ 1,363,000.00 | \$ 50,000.00                     | \$ 1,413,000.00 |
| Monitoring       | \$0             | \$0                              | \$0             |
| Other            | \$0             | \$0                              | \$0             |
| Indirect         | \$0             | \$0                              | \$0             |
| <b>Total</b>     | <b>\$0</b>      | <b>\$0</b>                       | <b>\$0</b>      |

## Estimated Total Project Funding

Provide a total cost estimate of the project in terms of match contributions and Leading Idaho funds. **The estimated project costs should match the values used in the Budget Summary.**

|                                |                 |
|--------------------------------|-----------------|
| Estimated Total Cost:          | \$ 1,413,000.00 |
| Estimated Match Funds:         | \$ 50,000.00    |
| Estimated Leading Idaho Funds: | \$ 1,363,000.00 |

Enter all sources of match:

| Match Source          | Match Type            | Match Amount |
|-----------------------|-----------------------|--------------|
| City of Coeur d'Alene | cash (Sanders Design) | \$ 50,000.00 |
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## Budget Category Definitions and Requirements

|  |  |
|--|--|
| Match  | Match is not required to receive Leading Idaho funding. However, if cash or in-kind match was included in pre-application materials, it must be included in the Statement of Work and accounted for through invoicing and final reporting.                                   |
| Administrative Personnel Costs (nonproject specific) | Costs are not to exceed 10% of the grant award. These are costs in the form of salaries, overhead, or indirect costs for services provided and charged against activities and programs carried out with the grant.   |
| Project-Specific Personnel Cost                      | Include compensation and fringe benefits provided to an employee for work completed in exclusive support of a project. Salaries paid to personnel that are hired to work exclusively on one project are project specific costs.  |
| Fringe Benefits                                      | Employee benefits compensation including insurance, workers compensation, retirement, and other fringe benefit costs.  |
| Travel   | Describe why the travel is needed and include mileage. Also, use this category to enter other travel-related expenses, such as meals, lodging, parking fees, etc.  |
| Supplies   | Materials and items used solely for the project and/or does not have a useful life beyond the project including paper, office supplies, project materials (including riparian plants), etc, or items with a useful life of more than one year with a cost less than \$5,000. |
| Equipment  | Tangible items with a useful life of more than 1 year or a useful life beyond the project with a value over \$5,000.   |
| Other  | Items not identified in any other budget category. This can include renting, leasing, and operating equipment.   |
| Contractual  | Costs for assigning part of the obligations and tasks under a contract to another party.   |
| Monitoring + Outreach/Education                      | The cost for monitoring + outreach and education are only required if included in the pre-application for LI.  |

**PUBLIC WORKS/GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE: APRIL 10, 2023**

**FROM: CHRIS BOSLEY – CITY ENGINEER**

**SUBJECT: FY 2022 STATE/LOCAL AGREEMENT FOR THE RECTANGULAR  
RAPID FLASHING BEACONS PROJECT**

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**DECISION POINT:**

Should Council approve a State/Local Agreement for funding from the Local Highway Safety Improvement Program (“LHSIP”) for the Rectangular Rapid Flashing Beacons Project?

**HISTORY:**

In January 2020, City Council approved an application for a LHSIP (Federal) grant, administered by the Local Highway Technical Assistance Council (“LHTAC”), to provide pedestrian safety improvements. The City was awarded the grant in April 2020 which will fund pedestrian safety improvements and ADA compliance at several critical locations throughout the City. Design was completed in 2022 and plans are ready for bidding by LHTAC. The State/Local Agreement is needed to begin the process. Construction is anticipated for this year.

**FINANCIAL ANALYSIS:**

The City’s estimated match requirement for the LHSIP grant is \$63,564. \$45,000 in funding has been included in the Streets & Engineering budget, with the remainder to come from impact fees. The resulting project would provide approximately \$698,000 in pedestrian safety improvements in Coeur d’Alene.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will allow LHTAC to advertise the project for competitive bids.

**DECISION POINT/RECOMMENDATION:**

Council should approve the State/Local Agreement for the Rectangular Rapid Flashing Beacons Project.

**STATE/LOCAL AGREEMENT  
(CONSTRUCTION)  
PROJECT NO. A022(874)  
RECTANGULAR RAPID FLASHING BEACONS  
KOOTENAI COUNTY  
KEY NO. 22874**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **State**, and the **CITY OF COEUR D'ALENE**, acting by and through its Mayor and Council, hereafter called the **Sponsor**.

**PURPOSE**

The Sponsor has requested federal participation in the costs of Rectangular Rapid Flashing Beacons, which has been designated as Project No. A022(874). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

**SECTION I. GENERAL**

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23 and CFR §635.410.



3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated July 7, 2021.
7. 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 judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.



3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not

required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

**SECTION III.** That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **SIXTY-THREE THOUSAND FIVE HUNDRED AND SIXTY-FOUR DOLLARS (\$63,564)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 25% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.
4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is \_\_\_\_\_, Phone No. \_\_\_\_\_.
5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the

Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.

6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
8. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

**EXECUTION**

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the City Clerk, with the imprinted corporate seal of the City of Coeur d'Alene.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
Division Administrator

ATTEST:

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

rr:22874 SLA CN

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF COEUR D’ALENE** , hereafter called the **CITY**, for construction of RECTANGULAR RAPID FLASHING BEACONS; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Highway Project A022(874) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of COEUR D’ALENE, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

**WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS**

Key No: 22874  
 Project No: A022(874)  
 Project Name: Rectangular Rapid Flashing Beacons  
 Sponsor: City of Coeur d'Alene - Kootenai County  
 Description of work:

Date of State/Local Agreement for Project Development: 7/7/2021

|   |           |              |             |
|---|-----------|--------------|-------------|
| <b>TOTAL ESTIMATED COST OF CONSTRUCTION</b> <i>Includes E&amp;C</i> | \$873,245 |              |             |
| <b>APPROVED FORCE ACCOUNT WORK</b>                                  | \$0       |              |             |
| <b>PLUS PE BY STATE</b> <i>(from 2101)</i>                          | \$2,000   |              |             |
| <b>PLUS PL BY LHTAC</b> <i>(from 2101)</i>                          | \$18,000  |              |             |
| <b>PLUS PC</b> <i>(from PC Agreements)</i>                          | \$98,600  |              |             |
| <b>MINUS ALL NON-PARTICIPATING PARTICIPATING TOTAL</b>              | \$991,845 |              |             |
| <b>MATCH PERCENTAGES</b>  |           | 92.66%       | 7.34%       |
| <b>PERCENTAGE AMOUNTS</b>   |           | \$919,043.67 | \$72,801.43 |
| <b>MINUS FEDERAL MAXIMUM</b>  |           | \$0          |             |
| <b>ADD OVERAGE</b> <i>( If Any To Local )</i>                       |           | 919,044      | \$0         |
| <b>LOCAL SHARE OF CONSTRUCTION AMOUNT</b>                           |           |              | \$72,801    |

**ADJUSTMENTS**

|   |         |
|---|---------|
| <b>PLUS ALL NON-PARTICIPATING</b> <i>(From above if work by contract)</i>                   | \$0     |
| <b>MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE</b> <i>(from PD Agreement)</i>          | \$2,000 |
| <b>MINUS APPROVED FORCE ACCOUNT WORK</b> <i>(From above)</i>                                | \$0     |
| <b>MINUS PRELIMINARY ENGINEERING PAID BY LOCAL</b>  | \$7,237 |
| <i>(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)</i>              |         |
| <i>(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)</i> |         |
| <i>(Amounts must be supported by District Records Inspector Audit)</i>                      |         |

**CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS** **\$63,564**

|                                 |                     |
|---------------------------------|---------------------|
| Construction Estimate (CN):     | \$698,596.10        |
| Non-Bid Items :                 | \$0.00              |
| Contingencies (5.0%):           | \$34,930.00         |
| Const Engineering (CE&I 15.0%): | \$104,789.00        |
| Const Admin (CL 4.5%):          | \$31,437.00         |
| Const Admin (CE .5%):           | \$3,493.00          |
| <b>TOTAL CN ESTIMATED COST:</b> | <b>\$873,245.10</b> |

**Comments:**  
 Design Agreement Administrator - Kevin Kuther, P.E.  
 Resident Engineer - Kevin Kuther, P.E.

PREPARED BY: Craig Herndon & Ryan Rush Date: 3/23/2023

## EXHIBIT B

### Construction Inspection, Sampling and Testing Services

The Sponsor shall provide services relating to office and field documentation, Verification Sampling & Testing of materials and inspection staff. The Sponsor shall provide oversight and coordination activities of the project staff which will include Sampler/Testers with the necessary Western Alliance for Quality Transportation Construction (WAQTC) qualifications and skills to perform all associated tests for Aggregate, Embankment & Base/In-Place Density, Asphalt and Concrete. Inspectors shall be IQP (ITD) Certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout. The project will be administered to ensure compliance with the following contract documents: Special Provisions, sealed Project Drawings and Plans; 2012 (or current) Idaho Standard Specifications for Highway Construction; January 2013 (or current) Supplemental Specifications; July 2013 (or current) QC/QA Special Provisions (QASP); SP-SA Special Provisions- Federal Aid; and all addenda issued prior to bid opening.

The Sponsor shall provide the qualified personnel as necessary to effectively carry out its responsibilities under this agreement.

*The work required by this project is as follows:*

#### I. Construction Administration

This consists of all necessary efforts to administer the project construction contract under the direction of the Idaho Transportation Department (ITD). The Sponsor will be responsible to ensure the project is completed and accepted by the ITD and the Federal Highway Administration (FHWA). This will require interpretation of the plans, coordination of changes to the project, assistance in processing change orders, resolving disputes, claims analysis, and all other engineering tasks normally handled by a Project Engineer/Manager. In addition, the Sponsor shall provide photographic equipment, safety equipment as well as any other necessary items to perform the work. Quality and quantity of these items shall meet with ITD approval. Sponsor is to provide all necessary personnel safety equipment in accordance with OSHA, MSHA, Department of Labor, FHWA, MUTCD and ITD standards and conduct safety reviews/inspections as necessary to ensure a safe work environment.

The Sponsor shall:

1. Under the direction of ITD, act as the Resident Engineer's authorized representative as defined in the Contract Documents. The extent and limitation of the duties, responsibilities and authority of the Engineer as assigned in said Contract Documents shall not be modified, except as the Engineer may otherwise agree in writing. Serve as ITD's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
2. Provide general contract administration on the construction contract in accordance with the ITD Contract Administration Manual, and assist the Project Manager in monitoring Contractor's compliance with contract requirements. Notify Resident Engineer when Contractor is found in non-compliance.
3. Analyze the plans, specifications, special provisions and other contract documents, and recommend to the ITD any necessary or desirable changes to accomplish the project in accordance with the plans and specifications.
4. Attend and assist in the facilitation of pre-construction conferences, partnering meetings, job conferences, weekly coordination meetings, pre-operational meetings, public information meetings, and other project related meetings. Take and maintain notes of all meetings and conferences and then distribute copies to participants within one week.

5. Document any project delay or potential delay caused by conflicts or utilities.
6. Analyze the Contractor's work schedule (Critical Path Diagram, CPM) when submitted and make recommendations to the ITD regarding any changes, or needed changes, to the schedule. Monitor the Contractor's adherence to the work schedule during construction.
7. Maintain a complete set of project records, including daily diaries, quantities for pay items, progress estimates, material deliveries and correspondence.
8. Maintain a daily record of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained.
9. Prepare pay items for posting to ledgers in accordance with established procedures and submit to the ITD with recommendation for payment. The recommendation will be based on such observations and review that, to the best of the Sponsor's knowledge, information and belief, the contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.
10. Track and maintain a log on all shop drawing and/or sample submittal and encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the ITD.
11. Identify and monitor all project permit requirements and notify the Contractor and ITD immediately when violations or potential violations occur.
12. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain accurate records showing actual cost of such work.
13. Analyze and make recommendations to the ITD on all requests received from the Contractor for time extensions, contract changes, and extra work.
14. Coordinate all contract changes with the Contractor, ITD, and others as required.
15. Monitor and reinforce each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with ITD procedures. This includes verifying Contractor and Subcontractor's payrolls for format classification, pay scale, timely submissions, and concurrence with field reviews. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
16. Monitor and reinforce each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action and check job site at least once to verify bulletin board and posters adhere to the contract. Coordinate corrective actions with the ITD.
17. Monitor and reinforce each Contractor's compliance with contract provisions in regard to environmental provisions and permits.
18. Assist ITD in preparing for any litigation or other action that may arise. Prepare claim package in accordance with Memo No. 28 of the Contract Administration Manual on all claims of ITD and Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.



## **II. Survey Control**

The Sponsor shall be responsible for verifying the existence and accuracy of location for all reference points and baseline control points indicated on the plans. In performing verification surveys of construction layout, the Sponsor shall:

1. Make and record such measurements as necessary to calculate and document quantities for pay items.
2. Do independent check and verify line, grade, and structure layout.
3. Perform incidental engineering surveys as directed to carry out the services covered by this agreement and to verify and confirm the accuracy of the contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in Idaho.

## **III. Project Inspection**

There are four distinct and independent areas of inspection and materials testing associated with this project which is as follows:

- Materials Quality Control (QC) and acceptance sampling and testing and inspection when materials are installed into the work by the Contractor.
- Materials verification sampling and testing and inspection to verify the results of the acceptance testing and inspection performed by the Contractor.
- Independent Assurance evaluations will be performed by ITD Materials Section.
- Dispute resolution sampling and testing.

The Sponsor shall coordinate any IA inspections that may be required with ITD.

This includes all work necessary to monitor the Contractor's work in progress to verify the work is in substantial conformance with the Contract Documents. ITD must approve all the inspectors working under this agreement before doing any work on this project. All inspectors will meet the requirements outlined in the Contract Administration Manual, Section 114. Inspectors shall be IQP (ITD) certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout.

The Sponsor shall provide construction inspection as needed to ensure a quality project. Senior inspectors shall be high school graduates (or GED equivalent) with a minimum of eight (8) years of experience in construction inspection. Inspectors shall be high school graduates (or GED equivalent) with at least three (3) years experience in construction inspection. Inspectors in charge of reviewing the contractor's traffic control shall be TCI IQP certified.

The Sponsor shall:

1. Conduct on-site inspection of the Contractor's work in progress to determine if the work is in accordance with the Contract Documents. Prepare daily reports on ITD forms recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; maintain in the project files, and send copies to ITD on a weekly basis.

2. Assist in enforcing the current ITD safety policy and the safety provisions of the contract. Take immediate action if warranted and report immediately to ITD the occurrence of: safety deficiencies, incidences, hazardous environmental conditions, emergencies, or acts of God endangering: personnel, work, property or the environment.
3. Report to ITD whenever part of the Contractor's work in progress may not produce a completed project that conforms to the Contract Documents or may prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
4. Identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.
5. Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
6. Check measurements of pay quantities for accuracy, as requested by the ITD, and prepare required documentation for processing of payment to the Contractor.

The frequency and scope of inspections will vary with the work activity being performed; however, the Sponsor shall perform inspection services in accordance with ITD's procedures, policies, directives and industry-accepted standards.

#### *IV. Material Testing*

This task includes all work to determine that the materials supplied and constructed by the Contractor meet the conditions set forth in the contract documents. All sampling and testing personnel working under this agreement must meet the requirements outlined in the Contract Administration Manual, Section 114, for testing and sampling which they perform. All samplers and testers must be accepted by the ITD before performing any work on this project. All testing must be performed at a laboratory qualified through the ITD Laboratory Qualification Program.

The Sponsor shall provide oversight and coordinate the activities of their staff which will include Sampler/Testers with the necessary WAQTC qualifications and skills to perform all associated tests. ITD will provide IA Inspectors and IA testing will be performed by ITD. Materials Verification Testing and inspection duties shall include, but not be limited to asphalt pavement, soils, aggregate, structural and non-structural concrete, conduit installation, incidental items and traffic control operations, and preparation of QC/QA data analysis and review. All work shall be performed in accordance with the project plans, special provisions, ITD Standard Specifications, ITD QA-SP, the ITD Quality Manual and other appropriate standards. The Sponsor will provide all sampling equipment, disposable molds for casting concrete cylinders, sample cartons, sample bags, and other expendable type testing supplies.

The Sponsor shall:

1. Perform project on-site sampling and testing of component materials and completed work items to verify that the materials and workmanship incorporated in each project are in substantial conformity with the plans, specifications and contract provisions. The Sponsor shall meet the minimum sampling frequencies and other provisions as contained in the contract documents, QA Special Provision, ITD Quality Manual, and as required due to project phasing, or other factors which could affect minimum testing frequencies.
2. Keep ITD informed about schedules for sampling and testing on each project and ensure that all documentation reports on sampling and testing are completed and submitted the same week the work is done or as otherwise directed.
3. Monitor the Contractor's Quality Control Plan pursuant to QC/QA Special Provisions. Insert the acceptance and verification testing results into the electronic QC/QA statistical analysis spreadsheet

for aggregates and asphalt pavement pay items and forward this spreadsheet via email to the proper ITD representative.

4. Be responsible for transporting samples to be tested in an ITD laboratory or other laboratory to the appropriate laboratory.
5. The responsibility for control of concrete production is assigned to the Contractor. The Sponsor shall provide daily monitoring of the Contractor's Quality Control activities at the project site and perform acceptance sampling and testing at the specified frequency.
6. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Make recommendations to the ITD for change orders before allowing any substitutes.
7. Compile and maintain in current status, the Materials Summary Log and applicable QC/QA data entry in accordance with the ITD Policy (MAP's Program).

## **V. Project Closeout**

This task involves acquiring and preparing the necessary project closeout documents, which shall include all supporting records. The Sponsor shall:

1. Verify to ITD that all the necessary documents have been received for submission of contractor's affidavit of payment.
2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of ITD and the Contractor, to determine if the work is Substantially Complete. If there are no objections from ITD and the Sponsor considers the work substantially complete, the Sponsor shall deliver a certificate of substantial completion to ITD and the Contractor.
4. Participate in a final inspection, to include representatives from ITD, to determine if the completed work by the contractor is acceptable so that the Sponsor may recommend in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the Sponsor shall also provide a notice that the work is acceptable to the best of their knowledge, information and belief and based on the extent of the services provided under this agreement.
5. Prepare and furnish to ITD record plans showing appropriate record information based on project annotated documents received from the Contractor. Supply two (2) sets of red marked plans depicting all changes to the original contract will be supplied to ITD.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:**       **APRIL 10, 2023**

**FROM:**       **DAVE HAGAR**

**SUBJECT:**   **CMGC PRECONSTRUCTION CHANGE IN SERVICE REQUEST**

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**DECISION POINT:** Should Council approve a change request from our Construction Manager/General Contractor, CORE Construction, for an additional \$40,000.00 for pre-construction services?

**HISTORY:** The City engaged with CORE Construction in March of 2022 for CMGC Preconstruction Services and entered into a contract in July for \$40,000.00. For the past year CORE has assisted with the selection of a design team, provided budget, schedule, and a constructability and feasibility analysis to assist in making crucial decisions assuring the project remains in budget by offering value engineering options as the design process has progressed. Their efforts have greatly influenced the ability of the project to be completed within the approved budget and within the timelines of the ARPA funding. The initial timeline and cost of their preconstruction services have exceeded what was anticipated due to the ongoing value engineering they have been performing with the design consultant to ensure an in-budget project and, as a result, have expended the initial contracted amount of \$40,000.00. As the architect has offered layout and structural options during the design phase, CORE has been immediately available to provide cost estimates and construction method options to provide the project team with accurate information to make cost effective design decisions. CORE is requesting an additional \$40,000.00 for preconstruction services. Even with this increase, the project is still projected to stay within the allotted budget.

**FINANCIAL ANALYSIS:** The additional \$40,000.00 will come from the allocated budget for this project.

**PERFORMANCE ANALYSIS:** The upfront work performed by CORE Construction with our design services team has shaved hundreds of thousands of dollars off of the original concept price to ensure the City receives what it needs in the first phase of the project while staying within budget.

**DECISION POINT:** Council should approve a change request from our Construction Manager/General Contractor, CORE Construction, for an additional \$40,000.00 for pre-construction services.



7150 Cascade Valley Ct.  
Las Vegas, NV 89128

T 702.794.0550  
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# Change in Services Request

April 4, 2023

Capt. David Hagar  
Police Captain, City of Coeur d’Alene  
710 E. Mullan Avenue  
Coeur d’Alene, ID 83814

Project            Police Department Headquarters Remodel and Expansion

Dear Capt. Hagar,

CORE Construction is excited about the opportunity to continue to assist the City of Coeur d’Alene on the Police Department Headquarters Remodel and Expansion project to provide an additional six (6) months of Preconstruction Services.

Since CORE’s initial engagement in May of 2022, we have provided budget, schedule, constructability and feasibility analysis to assist the City and Design Team in making crucial decisions related to the development of program, with the available resources allocated to the project. We look forward to the opportunity to further provide services to successfully complete our Preconstruction Phase and deliver a Guaranteed Maximum Price to provide the desired program.

| Description                                 | Anticipated Time Commitment | Total Price     |
|---|-----------------------------|-----------------|
| Schematic Design Deliverable                | 10 Weeks                    | \$25,000        |
| Design Development Deliverable              | 8 Weeks                     | \$12,500        |
| Subcontractor Procurement / GMP Development | 6 Weeks                     | \$2,500         |
| <b>Total</b>                                | <b>24 Weeks</b>             | <b>\$40,000</b> |

We trust that you will find this proposal responsive. Please do not hesitate to contact me directly with any questions and/or comments.

  
Chris Laux  
Director | Preconstruction  
**CORE Construction | West**

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Capt. David Hagar  
Police Captain  
**City of Coeur d’Alene**

## **Summary of Services provided between April 2022 and March 2023**

- From April 2022 through present date of April 2023 CORE attended bi-weekly touch base meetings with the client until such time the Design team was selected in September. At which point CORE attended weekly touch base meetings and/or bi-weekly OAC meetings with the client and the architect.
- Attended a site walk of the existing facility, where anticipated scope was identified in a space by space evaluation of the new program configuration. Also evaluated was the enclosure of the existing courtyard outdoor space, and additions of new construction on all four sides of the existing facility.
- Upon receipt of the existing as-built construction documents, CORE evaluated the existing site constraints, existing utility locations, existing structural systems, architectural cladding, and finish details to inform anticipated methods of construction to remodel and provide new additions to the existing facility.
- Evaluated the existing storm water run-offs and snow loads to determine methods to mitigate future storm water and snow drift accumulation. This was completed to determine best mitigation of water intrusion, upon completion of the proposed new construction.
- Prepared a Take-off of the original anticipated scope of services listed in the RFQ/RFP which included demolition of the existing interiors with reconfiguration of the existing station program layout, enclosure of the existing central outdoor courtyard, and proposed additions identified.
- Prepared and presented a 10 Group Study utilizing recent similar Idaho market projects that identified the average costs associated with Off-Site costs, Rough and Finish site costs, Structure, Enclosure, Interior Finishes, Specialties, Equipment, Mechanical, Electrical and Plumbing Systems, and special systems.
- Identified and researched the latest Home Land Security Threat Level design standards in anticipation of the addition of an Emergency Operations Center as part of the program options.
- Prepared a rough order of magnitude cost estimate to determine the viability of meeting the proposed scope/program identified in the RFQ/RFP.
- These efforts culminated in an estimated Rough Order of Magnitude (ROM) costs of between \$9.6 million to 11.7 million with an average ROM of \$10.2 million.
- Upon presenting the ROM, discussed with the client the factors associated with the scope that added significant cost to the project budget.
- Additionally, discussed the operational impacts to the station to perform the work. Sections would have to closed down, personnel would have to be displaced to an unknown location during construction and systems would be interrupted during the performance of the work. This would result in a significant increase in construction durations. Increases in construction durations would result in additional General Conditions/Operational construction costs to perform the work.



- As funding for the project is subject to a hard completion date, CORE sought out alternate means and methods and scope that was more inclined to meeting the project budget and schedule.
- CORE met with the client to prioritize project scope and identify alternate locations for incorporating the desired program.
- CORE developed a site and building plan option utilizing a vacant property to the north, identified by the client as a potential expansion. The schematic plans included all the programs desired.
- CORE completed an Option 2A and 2B take off and ROM pricing for the proposed expansion to the north and presented to the client. Option 2A resulted in a range of approximately \$8 million to \$9.7 Million with an average of \$8.4 million. Option 2B, which was based on prioritized program scope priced between \$4.6 million to \$5.6 Million with an average of \$4.9 million.
- In addition to the ROM for Option 2B, CORE did an outreach to local market subcontractors/trade partners to verify costs associated with the Option 2B scheme. This resulted in a full cost estimate based on the schematic sketch of \$4.6 million confirming the ROM as well as a path to budget.
- Following these above exercises, the CORE's preconstruction manager and in-house MEP specialist/project manager, met on site with the Facilities and Maintenance Manager to evaluate the stations existing mechanical systems, conditions of the existing plumbing and the electrical and low voltage to determine viability of expanding the existing systems vs providing standalone system tie ins for the proposed addition.
- CORE provided assistance with identifying qualified design teams, both regional and national experts in police department and public safety facility designs. Recommendations were made related to qualifications to identify in the RFQ process.
- When RFQ responses were submitted, CORE provided independent evaluation of the submittal documents and shared both positive and negative observations related to each submittal.
- Once CDA PD identified a short list of qualified design professionals, CORE attended the interviews of each short-listed design professional as an objective observer.
- Upon approval and procurement of the design team, CORE continued to attend weekly touch base meetings and/or bi-weekly Owner/Architect/Contractor (OAC) meetings and would meet with the design team to inform them of cost-effective options utilized during the development of the ROM and Cost estimate.
- CORE developed a preconstruction and construction project schedule and contuse to track progress associated with schedule milestones.
- CORE and the Architect advised the client regarding the importance and timing of completing a civil survey, geotechnical and environmental surveys. Both CORE and the Design team assisted the client's evaluation and scope of the various survey proposals and made recommendations on each proposal.



- CORE met with various City agencies to evaluate the approval process and durations required for submittal, processing and approvals of both design and construction documents.
- CORE researched long lead items such as generators, switch gear, HVAC equipment etc. and developed a procurement plan to ensure project completion could be met with the federal funding timeline restrictions and reviewed the proposed early procurement strategy with the project team.
- As design team developed blocking and massing studies during the programming effort CORE would identify materials and systems that met program and Homeland Security Threat level requirements and would provide units costs associated with selected options by the design team.
- Upon development of a conceptual program design, CORE developed construction costs ROM supporting the conceptual design.
- CORE continues to work with the design team analyzing the conceptual design to ensure compliance with the project budget as the concept develops.

