



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 McEvers, Miller, & Gookin

July 24, 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 the Transfer of Lease from JMurray Enterprises LLC, to VMC Northwest LLC, dba Coeur d'Alene on Ice, relating to the Seasonal Ice-Skating Rink at McEuen Park – Director Bill Greenwood, Parks and Recreation Department.

- Item 2 Request Approval of Financing for the Library Lighting and Citywide Access Control Upgrades, in the Amount of \$34,189.00 – Building Maintenance Superintendent Adam Korytko, Parks and Recreation Department.

- Item 3 Request Approval of a Personnel Rule Update to the Classification/Compensation Plan in Regard to the Payroll Coordinator, Wastewater Operator I, and Collection Operator I Classifications – Director Melissa Tosi, Human Resources Department.

- Item 4 Request Acceptance of Bid and Award a Contract to Aspen Homes, for the Reconstruction of the Jewett House Garage, in the amount of \$172,400.00 – Recreation Program Coordinator Adam Rouse, Parks and Recreation 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.

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

DATE: JULY 24, 2023
FROM: BILL GREENWOOD, PARKS & RECREATION DIRECTOR
SUBJECT: TRANSFER OF COEUR D'ALENE ON ICE LEASE AGREEMENT

DECISION POINT: Should the City Council consent to the transfer of the existing a five-year renewable Lease Agreement with JMurray Enterprises LLC to VMC Northwest LLC, d/b/a Coeur d'Alene on Ice, to operate a seasonal ice-skating rink in McEuen Park?

HISTORY: For years staff looked for a consistent winter activity in the downtown core that would promote winter park use and increase downtown activity. Staff determined, and Council agreed, that a seasonal ice-skating rink has and will continue to do just that. For the last two winters, the business has been well received here at McEuen Park. The current operator of the ice-skating rink, JMurray Enterprises LLC (Jerome & Andrea Murry) d/b/a Coeur d'Alene on Ice, is seeking to transfer the operation of the ice-skating rink and the Agreement with the City to VMC Northwest LLC (Kent Layden) d/b/a Coeur d'Alene on Ice. Under the Agreement, written consent of the transfer by the City is required. If the Agreement is transferred, all the original terms and conditions will continue to apply to the new operator.

FINANCIAL ANALYSIS: Coeur d'Alene on Ice will pay the City of Coeur d'Alene Parks Department the base amount of \$6,000 per season (2021-2022) adjusted annually in the amount of the CPI increase each year. The upcoming season will be year 3 under the Agreement. There is an option to extend the agreement for five (5) more years starting at \$10,000 per season, with incremental yearly increases shown within the Agreement. Coeur d'Alene on Ice will pay for all power costs associated with the ice rink. All revenue generated from the Agreement will be placed in the Parks capital improvement fund.

PERFORMANCE ANALYSIS: The season's set-up for the rink starts in mid-October and operations run through mid-January. Park staff already removes snow from the park's sidewalks and trails, so the sidewalks will be cleared for patrons of the rink. Ice rink staff will assist with some snow removal near the rink. The staff of Coeur d'Alene on Ice will help with the cleaning of the restroom throughout the day and after hours. Coeur d'Alene on Ice will provide security for the facility when the rink is closed. Coeur d'Alene on Ice will cover all of the costs of the erection and maintenance of the ice rink and surrounding area, and will restore the area of the park used to as good or better condition at the end of each season. Coeur d'Alene on Ice will charge users and operate limited concessions, and will be solely responsible for advertising and promotion.

DECISION POINT / RECOMMENDATION: Council should consent to the transfer of the existing a five-year renewable Lease Agreement with JMurray Enterprises LLC to VMC Northwest, LLC, d/b/a Coeur d'Alene on Ice, to operate a seasonal ice-skating rink in McEuen Park.

**CITY OF COEUR D'ALENE
CONSENT TO TRANSFER AGREEMENT
FROM JMURRAY ENTERPRISES LLC
TO VMC NORTHWEST LLC**

THIS CONSENT to transfer Agreement is given by the City of Coeur d'Alene, a municipal corporation of the state of Idaho, hereinafter referred to as the "City," to JMurray Enterprises LLC, an Idaho Limited Liability Company, and VMC Northwest LLC, an Idaho Limited Liability Company, d/b/a Coeur d'Alene on Ice, located at 2301 South Steen Road, Spokane Valley, Washington, hereinafter referred to as "VMC," this _____ day of _____, 2023. Collectively, the City, JMurray Enterprises LLC, and VMC shall hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns real property located south of E. Front Avenue and west of S. 8th Street in Coeur d'Alene, ID 83835, known as McEuen Park (hereinafter referred to as "McEuen") currently used as a public park; and

WHEREAS, a pavilion is located near the center of McEuen and is known as the Avista Pavilion; and

WHEREAS, the Avista Pavilion and McEuen receive limited use during the period from November 1 through January 31 each year; and

WHEREAS, the City entered into a five-year renewable Agreement with "Coeur d'Alene on Ice, LLC," on March 16, 2021, to operate a seasonal ice-skating rink in McEuen Park (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit A"; and

WHEREAS, the true name of the party with whom the Agreement was made is JMurray Enterprises LLC, d/b/a Coeur d'Alene on Ice; and

WHEREAS, the Agreement with "Coeur d'Alene on Ice, LLC," is transferable with the prior written consent of the City; and

WHEREAS, JMurray Enterprises LLC filed a Cancellation of Certificate of Assumed Business Name for "Coeur d'Alene On Ice" on June 7, 2023; and

WHEREAS, VMC filed a Certificate of Assumed Business Name for "Coeur d'Alene on Ice" on June 2, 2023; and

WHEREAS, JMurray Enterprises LLC desires to transfer, and VMC desires to accept the transfer of, the Agreement to use the Avista Pavilion and portions of McEuen adjacent to the Avista Pavilion (hereinafter referred to as the "Premises") to operate a seasonal ice-skating rink and to store certain equipment necessary to operate the ice-skating rink; and

WHEREAS, the City has determined that the public will benefit by allowing the transfer of the Agreement; and

WHEREAS, City desires to consent to the transfer of the Agreement from JMurray Enterprises LLC to VMC.

NOW, THEREFORE, for valuable consideration, including the obligations and terms as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The City hereby consents to the transfer of the Agreement from JMurray Enterprises LLC to VMC.
2. Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect, and binding on VMC.
3. Upon execution of this consent by VMC, Jmurray Enterprises shall be released from its obligations under the Agreement.
4. VMC acknowledges that the Agreement is in its third year and that the Agreement is renewable for a five-year term.
5. This Consent and the Agreement shall constitute the entire agreement between City and VMC relating to the use of the Premises. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.
6. Any demand or notice which any Party shall be required or may desire to make upon or give to another shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail addressed to the respective parties as follows:

VMC Northwest LLC d/b/a Coeur d'Alene on Ice:

VMC Northwest LLC
2301 South Steen Road
Spokane Valley, WA 99037

CITY:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attention: Renata McLeod, City Clerk

Said addresses may be changed upon serving notice as set forth herein.

IN WITNESS WHEREOF, the City of Coeur d'Alene has authorized the execution of this Consent under authority of Resolution No. 2023-____, adopted by the Council of the City on the _____ day of _____, 2023, and VMC Northwest LLC, an Idaho Limited Liability Company, d/b/a Coeur d'Alene on Ice, has caused this Consent to be duly executed as of the Date stated.

DATED this ____ day of _____, 2023

CITY OF COEUR D'ALENE

By _____
James Hammond, Mayor

DATED this ____ day of _____, 2023

VMC Northwest LLC
d/b/a Coeur d'Alene on Ice

By _____
Name Title

ATTEST:

By _____
Renata McLeod, City Clerk

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: JULY 24, 2023
FROM: ADAM KORYTKO BUILDING MAINTENANCE SUPERINTENDENT
SUBJECT: LIBRARY LIGHTING L.E.D. UPGRADE & CITYWIDE ACCESS CONTROL UPGRADE (*COUNCIL ACTION REQUIRED*)

DECISION POINT: Should Council approve the financing for Library lighting upgrades in the amount of \$20,689 and for citywide access control upgrade in the amount of \$13,500 outside the current budget?

HISTORY: The Library currently uses a large variety of antiquated lighting technology throughout the building. This older technology is considered energy inefficient, and is costly to maintain and replace. Avista is currently offering rebates for the purchase and installation of common high-efficiency lighting equipment. Installation of LED fixtures and lamps would lower operational and maintenance costs, and improve aesthetics for patrons and staff.

The current access control system, which operates all lock/unlock schedules and card access across all major City buildings and campuses, is supported by an on-premise server located at City Hall. The on-prem server is no longer supported by the City's service provider. The company has switched their services to a cloud-based subscription and rendered the old on-prem server obsolete. In the event of server failure, the City's access control system would remain operational, but the ability to modify users and schedules would be lost.

FINANCIAL ANALYSIS: The cost of the library lighting upgrade is \$44,500. Avista offers a rebate of \$23,811, which brings the total cost to \$20,689. The Citywide access control upgrade has an installation cost of \$13,500 with an annual subscription fee of \$6,900 to operate and maintain the system. The access control company offers a buyback program for our obsolete hardware. This incentivizes existing customers to remain with the company by offering an equipment replacement at an approximate 80% discount. Neither of these projects are slated for the current budget and we ask that Council approve the use of the general fund to pay for both projects.

Utility rebate programs can change regularly. These programs fluctuate in eligibility, approved products, and available rebate funds. The rebate amount for the library project has been approved by Avista and the electrical contractor has secured materials, cost, and availability.

The current access control server is operating past its life expectancy and cannot be repaired or replaced. In the event of a failure, the city would lose major functionalities of the system and be forced to upgrade. Our service contractor currently has the replacement hardware secured and staff available to begin the system upgrade immediately.

PERFORMANCE ANALYSIS: The LED lighting retrofit at the library would lower the building's energy demand by roughly 80,000 kWh, equating to an annual energy savings of about \$6,000.

The access control upgrade is necessary to maintain functionality of the City's security system.

DECISION POINT / RECOMMENDATION: Council should approve the Library LED lighting upgrade and the Citywide access control upgrade.

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

DATE: JULY 24, 2023

FROM: MELISSA TOSI, HUMAN RESOURCES DIRECTOR

SUBJECT: PERSONNEL RULE AMENDMENT – CLASSIFICATION AND
COMPENSATION PLAN

DECISION POINT: Should the City Council approve an amendment to the City’s current Classification and Compensation Plan, specifically the Wastewater Operator I, Collection Operator I, and Payroll Coordinator classifications?

HISTORY: The Wastewater Treatment/Collection Operator I classifications are currently leveled at a pay grade 8. These classifications are required to obtain an Idaho Class I Wastewater Treatment/Collection Operator license. When reviewing placement for these classifications, these positions more closely align to the duties and license requirements of a Water Utility Worker at a pay grade 9. The classifications have a similar level of responsibility and impact to the organization and require a similar level of skills and credentials. Additionally, the other streets and water classifications in a pay grade 8 do not require any type of licensure. For internal equity, the recommendation from staff and Ameriben, Human Resources Consulting, is to increase the pay grade from a pay grade 8 to a pay grade 9.

The Payroll Specialist is currently leveled at a pay grade 11. This classification was changed from a pay grade 12 to a pay grade 11 in early 2022, mostly due to the removal of a number of duties and reduced level of qualification requirements as well as the increased amount of assistance with payroll functions and auditing that was being done through Human Resources. The position was also retitled from Payroll Coordinator to Payroll Specialist. Furthermore, in 2022 the City also experienced resignations in both the Payroll Specialist and Human Resources Specialist positions. In refilling the positions, the City hired an experienced Payroll Specialist that ultimately did not require as much assistance and support from Human Resources. As a result of the Payroll Specialist hire, Human Resources refilled their vacancy as an Administrative Assistant, instead of the previously filled Human Resources Specialist. Due to adding back the higher-level duties, along with adding additional duties to this classification, the recommendation from staff and Ameriben, Human Resource Consulting, is to return the classification to the original Payroll Coordinator title and to amend the pay grade back to a pay grade 12.

The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before this City Council meeting.

FINANCIAL ANALYSIS: Below are the annual base wages for the current pay grades and the proposed pay grades. A pay grade 8 to a pay grade 9 is a 6% increase and a pay grade 11 to a pay grade 12 is an 8% increase.

WW Treatment/Collection Operator I

- (Current pay grade 8): \$40,580 - \$57,116 → (proposed pay grade 9): \$43,035 - \$60,548

Payroll Coordinator

- (Current pay grade 11): \$48,339 - \$68,016 → (proposed pay grade 12): \$52,187 - \$73,424

PERFORMANCE ANALYSIS: Authorizing the above noted amendments will provide an updated leveling for the duties and responsibilities needed for the Wastewater Operator I, Collection Operator I, and Payroll Coordinator classifications.

RECOMMENDATION: The City Council should approve the amendments to the City's Classification and Compensation Plan, specifically the Wastewater Operator I, Collection Operator I, and Payroll Coordinator classifications.



Collection Operator I

Department: Wastewater

Reports to: Collection Supervisor

Pay Grade: 89

Date Established: 1/2017

Date Revised: ~~June 2018~~ 7/2023

FLSA Status: Covered

Classification Summary

The Collection Operator I performs primary function of an employee in this class is to perform diverse office and field duties for the Wastewater Department, including semi-skilled installation, maintenance & repair duties of the city wastewater collection system including sewer pump stations as well as responding to public inquiries & problems, including operating heavy equipment. ~~This is an on-call position.~~ The work is performed under the direct supervision of the Collection Operator II, III, or Senior Collection Operator and the Collection Supervisor. This is an on-call position. The position works in ~~a treatment plant and an~~ outdoor environment where the noise levels are generally moderate but may be higher with exposure to heavy equipment. Hazards include exposure to adverse weather conditions, hazardous gases and vapors, and working around traffic, power tools, light, and heavy equipment.

Essential Duties and Responsibilities *(illustrative only and may vary by assignment)*

- Performs operations and maintenance duties to provide the City with a safe, sanitary wastewater collection system that meets all City, state, and federal regulatory requirements;
- ~~Responds to problems and customer questions, requests, comments, and complaints both in the field and in the office;~~
- Operates hydro-cleaner, jet cleaner, Rod Truck and CCTV Unit as well as backhoe, forklift, dump truck and snow removal equipment as necessary;
- ~~Operates backhoe, forklift, dump truck, jet cleaner and rod trucks, and snow removal equipment as necessary;~~
- ~~Operates variety of hand tools and power tools;~~
- Performs minor repairs to storm and sanitary sewer lines; and adjustments and repairs to sewer manholes;
- Installs short sections of sewer pipe;
- Develops reports to use in determining replacement and /or repair projects;
- Performs daily maintenance to lift stations, assures proper operation of pumps and telemetry system, makes minor electrical changes or repairs as needed;
- Sets traffic control and safety area around work zones;
- ~~Responds to customer complaints regarding sewer backups;~~
- Participates in work zone safety procedures including traffic ~~flagging, setting up warning signs as required by State and Federal regulations~~ control and confined space entry;
- Designs, installs, modifies, repairs, operates and troubleshoots electrical systems;
- Maintains buildings, vehicles, and grounds;
- Operates a variety of hand tools and power equipment including but not limited to jackhammers, electrical testing equipment, metal detector and welder;
- Monitors electronic SCADA system for control of lift stations;

- Responds to problems and customer questions, requests, comments, and complaints in the field and provides information to office staff;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Safely handles and dispenses a variety of hazardous chemicals related to the conveyance of wastewater.
- Serves as the On Call Operator under the guidance of Class IV operators.

Other Duties and Responsibilities

- Assists other City departments with projects, as needed;
- ~~Assists other Wastewater Divisions including Treatment Plant and Compost as needed or requested; Must be willing to work on-call, shift work and 24-hour standby;~~
- Performs other related duties as required.

Classification Requirements:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Mechanical apparatus and methods and techniques for sewer main installation;
- Methods, equipment, materials, tools, and standard practices for the ~~installation,~~ operation and; maintenance of sewer mains and lift stations, ~~and repair of a public wastewater collection system and treatment facility;~~
- ~~City, state, federal, and other applicable laws, ordinances, and regulations applicable to the maintenance and operation of a wastewater collection system and treatment facility;~~
- ~~Hazards and safety measures specific to wastewater collection and treatment including, but not limited to, hazardous chemicals, hazardous gases and vapors, confined space entry, open trenches, and working around power tools, and light and heavy construction equipment;~~
- ~~Operation and maintenance of hand tools;~~
- ~~Operation and maintenance of power tools;~~
- ~~Operation and maintenance of light and heavy construction equipment;~~
- Safety aspects involved in the use of heavy and construction equipment;
- Equipment and tool operation and maintenance practices;
- Learn and apply Federal (EPA) and State (DEQ) water quality standards;
- Learn and apply Federal (OSHA) regulations and City policies regarding safe work
- ~~Personal computer operation and related applications software including database and word processing;~~
- ~~Public sector, government, or related environment and operations, including general municipal management terminology, codes, acts, and regulations.~~

Skill and Ability to:

- ~~Learn and apply Federal (EPA) and State (DEQ) water quality standards;~~
- ~~Learn and apply Federal (OSHA) regulations and City policies regarding safe work;~~
- Follow written and oral instructions;
- Perform basic mathematical computations;
- Occasionally ~~W~~work independently with little or no instruction;
- ~~Exercise initiative, independent judgment, and act resourcefully;~~

- Create and maintain comprehensive records and files including preparation of written reports and maintaining system performance records;
- Read and interpret meters, gauges, control panels, and testing and monitoring equipment;
- Operate and adjust manual and automated valve, pump, and control systems;
- Operate a motor vehicle;
- Operate heavy equipment;
- Operate hand tools;
- Assist the public in a professional and courteous manner in stressful and emotional situations;
- Proficiently operate computers, software programs, such as Microsoft Word, Excel, PowerPoint, or similar office software to create documents and other materials, maintain information, and generate reports;
- ~~Operate standard office equipment, including a computer using program applications appropriate to assigned duties;~~
- Make visual inspections and adjust processes accordingly;
- ~~Prepare written reports and maintain system performance records;~~
- ~~Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;~~
- ~~Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public;~~
- Communicate effectively with the public and other employees;
- Work on-call, shift work and 24 hour standby.

Acceptable Experience and Training:

- High school diploma or GED; and
- ~~Construction experience;~~
- ~~Working knowledge in field locating sewer mains;~~
- ~~ThreeOne (31) years~~ previous experience performing similar duties in the construction industry, or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.
- Idaho Class I Collection Operator License within 1 year of eligibility;~~Idaho Collection Operator License preferred (CEUs are required each year to maintain certification) or must obtain within 1 year from date of hire.~~
- Class "B" CDL w/ air brakes and tanker endorsement within 6 months from date of hire;
- ~~Flagger certification required;~~
- CPR and First Aid certification required, ~~or~~
- ~~Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the essential functions of the position may be considered.~~

Physical Demands & Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a job, on a case-by-case basis.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, climb and work on a ladder, use hands to manipulate and make adjustments to tools used in performing the essential functions of the classification, and reach with hands and arms. The employee may work

in confined spaces. The employee must frequently lift and/or move up to 50 pounds and, infrequently, up to 90 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person and by telephone and to discern safety warnings such as alarms and emergency warning sounds, including vehicle backup warnings. While performing the duties of this classification, the employee works in a public building setting where the noise level in the work environment is usually moderate and an outdoor environment that includes exposure to power and construction equipment with elevated noise levels, street traffic, hazardous chemicals, and inclement weather.



Wastewater Treatment Operator I

Department: Wastewater

Reports to: Chief Operator

Pay Grade: 8_9

Date Established: 1/2017

Date Revised: ~~12/2021~~ 7/2023

FLSA Status: Covered

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Classification Summary

The Wastewater Treatment Operator I performs semi-skilled duties in the maintenance and operation of the City's ~~advanced tertiary~~ wastewater treatment plant. Duties include monitoring, operating, and adjusting equipment. Additionally, an employee in this class performs testing and sampling duties, including making equipment adjustments to maintain operational standards as directed by senior operators. ~~The employee in this class does not exercise supervisory duties over other employees.~~ The work is performed under the direct supervision or guidance from the Wastewater Treatment Plant Operator II, III, or Senior Operator and under general supervision of the Chief Operator ~~of the Wastewater Treatment Operator II or III class of employee and under supervision of the Chief Operator.~~ The position requires ~~an Idaho Class I Wastewater Treatment Operator certification, a Class B CDL with airbrake and tanker endorsements, and one year experience in wastewater treatment. A flagging certification, confined entry certification, and CPR and First Aid certification is required within six months of hire.~~ This is an on-call position. The position works in a treatment plant and outdoor environment where the noise levels are generally moderate but may be higher with exposure to heavy equipment. Hazards include exposure to adverse weather conditions, hazardous gases and vapors, and working around power tools, light, and heavy equipment.

Essential Duties and Responsibilities *(illustrative only and may vary by assignment)*

- ~~• Performs operations and maintenance duties to provide the City with a safe, sanitary wastewater treatment system that meets all City, state, and federal regulatory requirements;~~
- Monitors process control panels, gauges, and meters to detect variations in operating conditions;
- Maintains and repairs irrigation system at the facility;
- Operates SCADA (Supervisory Control and Data Acquisition) system to monitor treatment plant operations, adjusting process points to optimize the treatment process;
- Trains utilizing the electronic O & M manual;
- Operates computerized maintenance tracking and scheduling programs;
- ~~• Monitors plant processes with SCADA (Supervisory Control and Data Acquisition) system;~~
- Performs scheduled and emergency maintenance and repairs on all plant equipment which may involve confined space entry;
- Performs sampling and laboratory testing of various plant processes;
- ~~• Operates and maintains hand tools;~~
- ~~• Operates and maintains power tools;~~
- Operates and maintains light and heavy construction equipment including, but not limited to dump trucks, sewer cleaning trucks, forklifts, etc.;
- ~~• Performs general building maintenance~~
- ~~• Operates a motor vehicle;~~

- Safely handles and dispenses a variety of hazardous chemicals required for treatment plant processes including, but not limited to, chlorine gas, aluminum sulfate, sodium hydroxide, citric acid, sodium hypochlorite, and related chemicals;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- ~~Performs time management and scheduling functions, meets deadlines, and sets project priorities;~~
- ~~Maintains strict confidentiality of all matters;~~
- Serves as the On Call Operator under the guidance of the Responsible Charge Operator and Substitute Responsible Charge Operator;
- ~~Performs general building maintenance and grounds keeping~~ Assists other department and City employees as needed or requested;
- ~~Performs all work duties and activities in accordance with City policies, procedures, and safety practices.~~

Secondary Duties and Responsibilities:

- Assists other department and City employees as needed or requested;
- Assists other Wastewater Divisions including Collections and Compost as needed or requested;
- ~~On call to respond to emergency situations;~~
- ~~Assist collection crew with major lift station repairs;~~
- ~~Assists collection operators in determining causes of backups and lift station repairs;~~
- ~~Assists compost operators;~~
- ~~Performs building and grounds maintenance;~~
- Performs other duties as assigned.

Classification Requirements:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Methods, equipment, materials, tools, and standard practices for the operation and maintenance of a public wastewater treatment facility;
- Wastewater laboratory sampling and testing principles and procedures;
- ~~City, state, federal, and other applicable laws, ordinances, and regulations applicable to the maintenance and operation of a wastewater collection system and treatment facility;~~
- ~~Hazards and safety measures specific to wastewater treatment including, but not limited to, hazardous chemicals, hazardous gases and vapors, confined space entry, and working around power tools, and light and heavy construction equipment;~~
- ~~Operation and maintenance of hand tools;~~
- ~~Operation and maintenance of power tools;~~
- ~~Operation and maintenance of light and heavy construction equipment;~~
- Federal (EPA) and state water quality standards;
- Federal (OSHA) regulations and city policies regarding safe work practices and handling and disposal of hazardous materials.
- ~~City policies and federal (OSHA) regulations regarding safe work practices, including handling and disposal of hazardous materials;~~
- ~~Operation of personal computer and laptop and related software applications;~~

- ~~• Public sector, government, or related environment and operations, including general municipal management terminology, codes, acts, and regulations.~~

Skill and Ability to:

- ~~• Perform operational and maintenance tasks in the City wastewater treatment facility to provide the City with a safe, sanitary wastewater treatment system that meets all City, state, and federal regulatory requirements;~~
- Read and interpret system technical and operational guidelines;
- Perform simple mathematical calculations required for system operations;
- Read and interpret meters, gauges, control panels, and testing and monitoring equipment;
- Operate manual and automated valve, pump, and control systems;
- Learn and interpret test results and make visual inspections and processes adjustments as necessary;
- Prepare written reports and maintain system performance records;
- ~~• Adapt to emergency or unusual situations, evaluate conditions, and take appropriate actions;~~
- Operate hand and power tools;
- Operate light and heavy equipment;
- Operate a motor vehicle;
- Proficiently operate computers, software programs, such as Microsoft Word, Excel, PowerPoint, or similar office software to create documents and other materials, maintain information, and generate reports;
- Use English and speak clearly for understanding;
- ~~• Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;~~
- ~~• Perform duties to supervisor's expectations;~~
- Follow verbal and written instructions;
- Work independently ~~and exercise initiative, with general guidance and supervision on occasion;~~
- Maintain a professional demeanor at all times;
- ~~• Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;~~
- ~~• Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;~~
- ~~Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.~~

Acceptable Experience and Training:

- High school diploma or GED; and
- Within one (1) year of eligibility, attainment of an Idaho Class I Wastewater Treatment Operator certification is required;
- Within six (6) months, attainment of an Idaho Class B CDL license with airbrake and tanker endorsements required;
- ~~• Flagger certification required within six months of hire;~~
- Confined entry certification is required within six months of hire;
- CPR and First Aid certification required within six months of hire;
- One (1) year of wastewater treatment system experience is required; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

Physical Demands & Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a job, on a case-by-case basis.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, climb and work on a ladder, use hands to manipulate and make adjustments to tools used in performing the essential functions of the classification, and reach with hands and arms. The employee may work in confined spaces. The employee must frequently lift and/or move up to 50 pounds and, infrequently, up to 90 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person and by telephone and to discern safety warnings such as alarms and emergency warning sounds, including vehicle backup warnings. While performing the duties of this classification, the employee works in a treatment plant and outdoor environment where the noise levels are generally moderate but may be higher with exposure to heavy equipment. Hazards include exposure to adverse weather conditions, hazardous gases and vapors, and working around power tools, light, and heavy equipment.



Payroll Specialist Coordinator

Department: Finance

Reports to: Comptroller

Pay Grade: 1+2

Date Established: 1/2017

Date Revised: ~~4/2022~~ 7/2023

FLSA Status: Covered

Classification Summary

A Payroll ~~Specialist~~ Coordinator performs ~~specialized paraprofessional~~ accounting work in the ~~preparation and processing~~ of the City's centralized payroll processing system. The job maintains employee time reporting and payroll accounting records in strict accordance with Federal, State, and City laws, rules, and policies. Work is performed under general supervision of the Comptroller and requires the exercise of judgment and considerable attention to detail. The Payroll Coordinator ~~Specialist~~ job requires an Associate's Degree in accounting, finance or a related field; and ~~three two~~ years of experience in an automated payroll environment.

Essential Duties and Responsibilities (*illustrative only and may vary by assignment*)

- Reviews, creates ~~deduction information provided by Human Resources~~ and inputs employee voluntary and involuntary payroll deductions into the City's payroll software program (Springbrook);
- Responds to, calculates, tracks and sets up all employee garnishments, child support and tax levies imposed on an employee's pay and notifies the employee;
- Reviews all Personnel Action Forms, generated by Human Resources (i.e., new hires, separations, promotions, entries and wage changes, etc.) for accuracy;
- Inputs and processes deduction forms for deferred comp, union dues, direct deposit etc.;
- Imports timesheets from external source into the City's automated payroll software;
- Audits timesheets for budgetary, contract and regulatory compliance, accuracy and consistency. Checks for accuracy between employee timesheets and the computer calculated amounts; manually enters employee hours of those departments who do not have electronic timesheets;
- Works with HR to resolve discrepancies and irregularities in compensation and deductions with employee or department head;
- Pays and disburses accurate paychecks within required deadlines; Creates employee payroll checks and submits file for those employees who authorize direct deposit;
- Reconciles, calculates and pays payroll liabilities, benefit invoices and all related deductions through the Accounts Payable module;
- Imports compensation and contributions into the Public Employee's Retirement Information System of Idaho (PERSI) reporting portal after each payroll period and balances them;
- Reconciles payroll registers against all health benefit invoices; health, dental, life and disability invoices; balances; reconciles and pays all deferred compensation plans;
- Creates yearly spreadsheets for the City's annual audit of financial records;
- Creates and submits payroll quarterlies and annual federal and state reporting returns, IRS Form 941, State of Idaho, W-2s, 1099Rs, and Affordable Care Act forms;
- Responds to internal and external payroll inquires; maintains complete confidentiality, within guidelines of all payroll records and reports;

- Collaborates with Human Resources staff in regards to employee needs and issues related to payroll;
- Researches and remains current on federal and state payroll tax law changes, benefits and other applicable laws and regulations affecting payroll;
- ~~Creates daily bank deposits from cash receipting of utility accounts, building permits and all other monies received;~~
- Pays police retirees monthly through accounts payable, along with their voluntary State and Federal withholdings and sends out 1099Rs at year end;
- Gathers information to report gross payroll to specific payroll classification codes and completes forms for State Insurance Fund;
- Creates and maintains a written instruction manual that encompasses all aspects of the position.
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Secondary Duties and Responsibilities:

- Assists Finance Department with personnel wage and benefit budgeting;~~Utility Billing function with work orders;~~
- Backs up Accounts Payable;
- Scans utility payments;
- Performs other duties as assigned.

Classification Requirements:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Automated payroll and/or time and attendance system structures and the variables associated with automated payroll processing;
- Payroll procedures and related rules, regulations, and policies;
- Federal and state taxing requirements;
- General accounting principles and practices;
- Federal and State wage and hour laws;
- Spreadsheet software programs (specifically Springbrook and Microsoft Office Suite);
- Public sector, government, or related environment and operations, including general municipal management terminology, codes, acts, and regulations.

Skill and Ability to:

- Understand and establish various methods, procedures, and internal controls to maintain the payroll system;
- Conduct the analysis and resolution of unexpected delays, anomalies, or miscalculations in the payroll data;
- Understand and apply the principles, laws, and procedures involved in financial record keeping and accounting functions;
- Understand and apply guidelines, labor contracts and regulations to various payroll situations to ensure proper compensation;
- Maintain accurate and detailed payroll records;
- Accurately prepare payroll, tax, benefit, and other required reports;

- Key data into spreadsheets, databases, on-line ledgers and journals quickly and accurately;
- Proficiently operate computers, software programs (Springbrook, Microsoft Word, Excel, PowerPoint, or similar office software) to create documents and other materials, maintain information, and generate reports;
- Use English and speak clearly for understanding;
- Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;
- Perform duties to supervisor's expectations;
- Follow verbal and written instructions;
- Work independently and exercise initiative, with general guidance and supervision;
- Maintain a professional demeanor at all times;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

Acceptable Experience and Training:

- Associate's Degree in finance, accounting or related field; and
- ~~Three~~ ~~Two~~ ~~(3)~~ ~~(2)~~ years of payroll experience; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

Physical Demands & Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a job, on a case-by-case basis.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, use hands to keyboard or type, handle materials, or manipulate tools used in performing the essential functions of the classification, and reach with hands and arms. The employee must (occasionally or frequently) lift and/or move up to 25 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an office setting where the noise level in the work environment is usually moderate.

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

DATE: JULY 24, 2023
FROM: ADAM ROUSE, RECREATION PROGRAM COORDINATOR
SUBJECT: JEWETT HOUSE GARAGE RECONSTRUCTION

DECISION POINT:

Should Council approve a contract with Aspen Homes for the reconstruction of the garage at the Jewett House?

HISTORY:

The Jewett House construction began in 1915 and became the home of Huntington Taylor and his family. Taylor was the superintendent of the Rutledge Timber Company. In 1928, George Jewett became the general manager of the Timber Company, and he and his family occupied the home until 1937 when Rutledge Timber underwent a merger with Potlatch Corporation. At this point, the house became company-owned and used to house staff and guests of the company. In 1978, the Potlatch Corporation entered into an Agreement of Trust with the City for the conveyance of the Jewett House to the City in trust as a recreational facility for senior citizens. The original garage structure was destroyed during a wind storm in 2020.

FINANCIAL ANALYSIS:

The funds for the replacement of the garage are coming from ICRMP in the form of insurance proceeds. The City has received one payment towards the replacement cost with the remainder of the recovery to be paid by ICRMP upon completion of the project. We received a proposal from Aspen Homes for \$172,400 and Young Construction for \$224,000.

PERFORMANCE ANALYSIS:

The Jewett House has been a wonderful asset to the City. On top of housing senior citizen recreation activities, it has also become a very desirable location for weddings and events. The revenues generated from these events have allowed the City to perform the needed maintenance to the facility without having to ask for additional funding. With the reconstruction of the garage, we will be able to add two (2) ADA accessible restrooms on the north side of the structure that will be dedicated for use by our house guests. This will eliminate the need for events to rent portable toilets.

DECISION POINT / RECOMMENDATION:

Council should approval the low bid of, and award a contract to, Aspen Homes to begin reconstruction of the garage at the Jewett House.

PUBLIC WORKS CONSTRUCTION CONTRACT
for
RECONSTRUCTION OF JEWETT HOUSE GARAGE

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 **ASPEN HOMES AND DEVELOPMENT, 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 1831 N. Lakewood Dr., Ste. A, Coeur d’Alene, Idaho, hereinafter referred to as “**CONTRACTOR**.”

W I T N E S S E T H:

WHEREAS, after complying with State purchasing laws and the **CITY**’s Purchasing Policy, **CONTRACTOR** was determined to be the lowest responsible bidder; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to accept the lowest responsible bid; and

WHEREAS, **CONTRACTOR** has been awarded the Contract for the Reconstruction of the Jewett House Garage, hereinafter referred to as the “Work,” according to the Contract Documents described below and on file in the office of the City Clerk of the **CITY**, which Contract Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, **CONTRACTOR** shall complete the Work, furnishing all labor and materials therefor according to the Contract Documents. All material shall be of the high standard required by the Contract Documents and approved by the **CITY**, and all labor performed shall be of first-class workmanship.

CONTRACTOR agrees to receive and accept, as full compensation for furnishing all labor and materials for the Work, an amount equal to the sum of the total for the items list in the Bid Schedule. The total for each item in the Bid Schedule shall be calculated by determining the actual quantity of each item and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item in the Bid Schedule. The total amount of the contract shall not exceed One Hundred Seventy-two Thousand Four Hundred and no/100 Dollars (\$172,400.00). For additions or deductions to the Contract amount, the unit prices as set forth in the written bid of **CONTRACTOR** are hereby made part of this Contract.

Payment in the amount of Eighty-six Thousand Two Hundred and no/100 Dollars (\$86,200.00) shall be made at the start of construction with the remainder paid no later than thirty (30) days after completion of all work and acceptance by the **CITY**, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10 248 79). Payment shall be made by the City Comptroller.

One hundred-twenty (120) calendar days shall be allowed for completion of the Work, hereinafter referred to as "Contract Time." The Contract Time shall commence when the Work is actually commenced, but in any event no later than 10 days after the date of the Notice to Proceed issued by the CITY.

CONTRACTOR acknowledges that time is of the essence in this Contract and the failure of **CONTRACTOR** to complete the Work within the time allowed shall result in damages being sustained by the CITY. Such damages are, and will continue to be, impractical and extremely difficult to determine. Therefore, in the event **CONTRACTOR** shall fail to complete the Work within the Contract Time, **CONTRACTOR** shall pay to the CITY, or the CITY may withhold from monies due **CONTRACTOR**, liquidated damages at the rate of Five-hundred and No/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

CONTRACTOR shall indemnify, defend, and hold the CITY harmless from any and all claims arising from **CONTRACTOR**'s actions or omissions in performance of this Contract, including the actions and omissions of **CONTRACTOR**'s employees, representatives, agents, and subcontractors. In addition, **CONTRACTOR** shall maintain liability insurance naming the CITY as an additional insured, and not merely a "certificate holder," in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) for property damage or for bodily or personal injury, death, or loss as a result of any one occurrence or accident. It is the CITY's intent, and **CONTRACTOR**'s agreement, that **CONTRACTOR**'s liability insurance shall have limits of not less than those provided for by Idaho Code § 6-924. A certificate of insurance shall further provide at least thirty (30) days' written notice to the CITY prior to cancellation of the policy.

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

Certificates of all insurance required by this Contract shall be filed with the City Clerk.

Pursuant to Idaho Code § 44-1002, ninety-five percent (95%) of the employees engaged by **CONTRACTOR** for the Work shall be bona fide Idaho residents; PROVIDED, where fifty (50) or fewer persons are employed by **CONTRACTOR** for the Work, up to ten percent (10%) may be nonresidents of Idaho; PROVIDED FURTHER, in all cases **CONTRACTOR** shall give preference to the employment of bona fide Idaho residents in the performance of the Work.

In consideration of the award of this Contract to **CONTRACTOR**, and in recognition that the business in which **CONTRACTOR** is engaged is of a transitory character and that

CONTRACTOR's property may be outside the state of Idaho when taxes, excises or license fees to which **CONTRACTOR** is liable become payable, **CONTRACTOR** further 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; and
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 may constitute a lien upon **CONTRACTOR**'s property, **CONTRACTOR** shall secure the same to the satisfaction of the officers charged with the collection thereof; and
3. That, in the event of a default in the payment or securing of such taxes, excises and license fees, **CONTRACTOR** consents that the **CITY** may withhold from any payment due **CONTRACTOR** hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** may be liable.

CONTRACTOR further agrees to comply will all the requirements of **Attachment 1**, which is incorporated herein by reference.

Pursuant to Idaho Code § 67-2359, **CONTRACTOR** certifies that it is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.

Pursuant to Idaho Code § 67-2346, **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

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

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

- A) Change Order
- B) General Conditions
- C) Technical Specifications
- D) Plans

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

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

CITY OF COEUR D'ALENE,

**ASPEN HOMES AND DEVELOPMENT,
LLC:**

By _____
James Hammond, Mayor

By _____
_____ (printed name)
Its _____ (title)

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

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