



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
November 7, 2022, 12:00 p.m.
Library Community Room
702 Front Avenue

AGENDA

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

- Item 1 Approval of an Agreement with Granicus to Provide Host Compliance Services –
Director Renata McLeod, Municipal Services

- Item 2 Approval of a Professional Services Agreement with J-U-B Engineers to Provide
Engineering Services for the 2022/2023 Wastewater Collection System Capital
Improvement Projects – Utility Project Manager Larry Parsons, Wastewater
Department

- Item 3 Award of Bid to Lowest Responsive Bidder Ferguson Waterworks in the Amount of
\$99,652.80, for the Purchase of Armorcast Meter Boxes – Utility Supervisor Glen
Poelstra, Water 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: **NOVEMBER 7, 2022**

FROM: **RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR AND HILARY
PATTERSON, COMMUNITY PLANNING DIRECTOR**

SUBJECT: **APPROVAL OF THE AGREEMENT WITH GRANICUS FOR HOST
COMPLIANCE SERVICES**

DECISION POINT: Should City Council approve staff to move forward with the engagement of services from Granicus for Short-term rental host compliance services in the amount of \$51,784.50 with the intent that a fee increase hearing be set to begin collection of the cost in March 2023?

HISTORY: City staff has been requested to research and recommend amendments to the short-term rental code. At a Joint workshop with the Planning Commission and City Council, held October 24, 2022, it was noted that some neighborhoods are feeling they have too many STRs within their block. Additionally, many of those that testified at the workshop requested more specific data. In an interview with several host compliance service companies, it has been estimated that the city has 840 – 1200 vacation rentals, with only 453 legally permitted. In order for staff to make the best recommendations on how to proceed with future permitting, it is important to identify where the illegal rental units are located and what affect that is having on the neighborhood integrity. It is also noted that there are now over 70 rental sites on the internet, and the City does not have the resources to monitor all the sites, whereas the host compliance companies have programs and staffing to perform the services. It is estimated it will take 6 weeks to complete the review and listing of rentals/owners.

FINANCIAL ANALYSIS: Staff has contacted three companies and engaged in two site demonstrations and dashboard reviews that staff would use. All companies offer the following services: Identification, notification, 24/7 hotline, compliance letters/documentation based on our code, issuance of permits, and collection of fees. The third company was not willing to separate services, but requested they still be considered if we decide to have a company issue our permits in the future. Staff recommends the services of Granicus to perform the property owner identification for the non-licensed properties, send out notification letters when we are ready, continued compliance monitoring, and host the 24/7 hotline. Staff will work provide the workflow for the 24/7 hotline so it ensures documentation of violations and that the correct staff are notified, i.e., police, code enforcement, or licensing. The cost will be included in the March licenses and, with an estimated 453 permits, it would be an additional \$114.30/permit.

New Subscription Proposal			
Solution	Billing Frequency	Quantity/unit	Annual Fee
Address Identification	Annual	1 Each	27,018.00
24/7 hotline	Annual	1 Each	10,507.00
Compliance Monitoring	Annual	1 Each	14,259.50
			51,784.50

PERFORMANCE ANALYSIS: In order to keep moving forward with code development, it is important to engage these services now, in order to start the 6-week turnaround time.

DECISION POINT/RECOMMENDATION: City Council should approve staff to move forward with the engagement of services from Granicus for Short-term rental host compliance services in the amount of \$51,784.50, with the intent that a fee increase hearing be set to begin collection of the cost in March 2023.

Vision Match – Measurable Outcomes



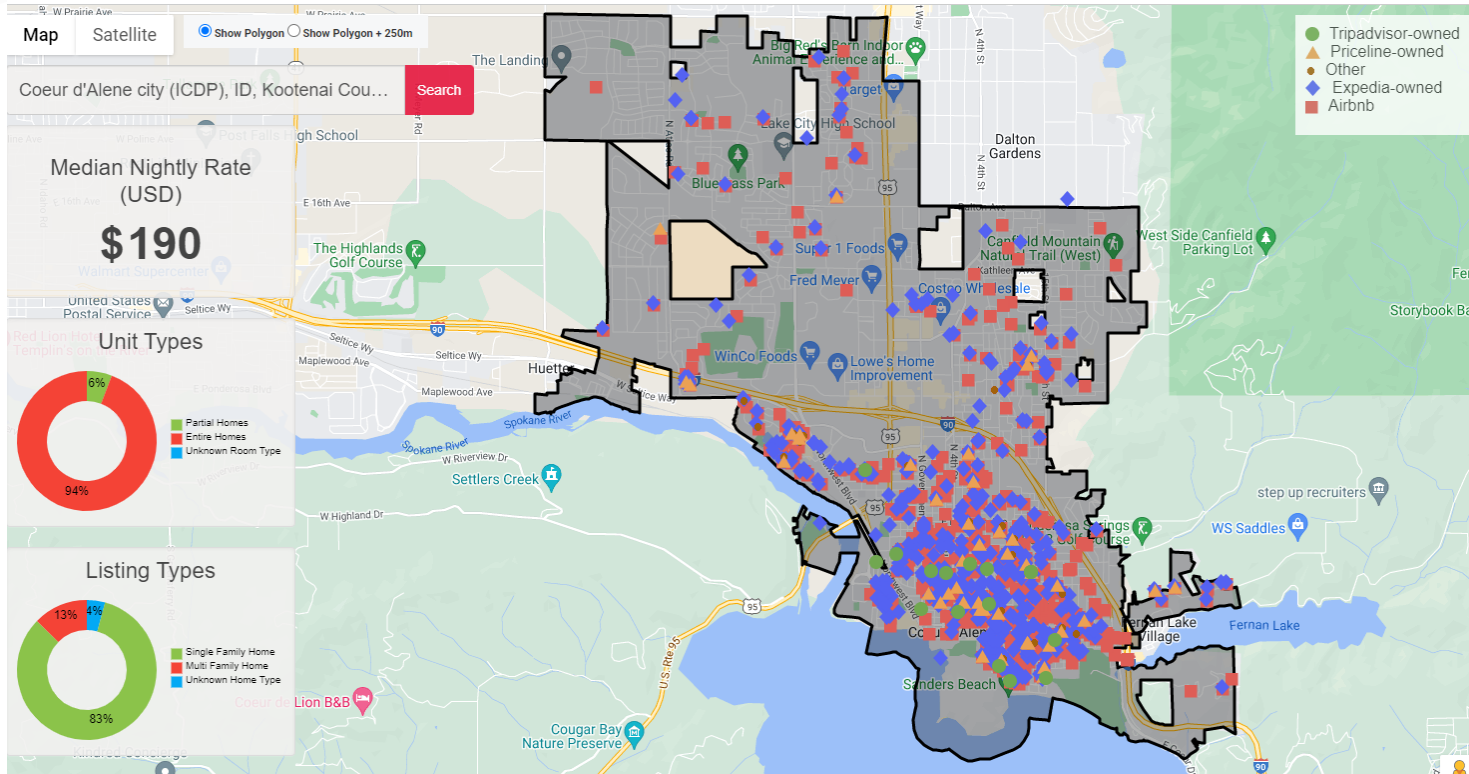
Your Priorities	Granicus Solution	Proof Point
Improve monitoring of short-term rentals (STRs) within the city.	Address Identification	Eddie Dichter, Current Planning Manager and the City of Henderson NV were surprised to learn that 400 short-term rentals were operating illegally when they knew of only a few units that had caused complaints. By contracting with Host Compliance (Granicus) the city improved compliance by 50%.
Send physical notices to STRs to educate and improve compliance.	Compliance Monitoring	Deborah Lovejoy, City Clerk of the City of Rexburg ID shared the team is enjoying the service! Taking over monitoring and letter sending helped staff become more efficient to focus on life safety inspections and permitting.
Address nuisance issues.	24/7 Dedicated Hotline	Nashville and Davidson County, TN struggling to deal with party house complaints, non-compliance and staff resources (1,400 STR/employee), and after Jon Michael, Metro Zoning Administrator contracted with Granicus, achieved of 90% compliance without adding additional staff. Addressing complaint response times was a key concern and given the program's success, it has been featured in the news.
Improve permit efficiency.	Mobile Registration	Roy Given, Finance Director of Marin County CA, contracted with Granicus and found the use of online permitting has improved short-term rental operators experience and compliance as well. Having an online renewal option prompt allows more businesses to renew their business licenses on time, while reducing the lines in offices. Combining online services with communications, such as bulk email reminders to businesses with expired business licenses, also resulted in an 80% reduction in prior-year business license delinquencies.

<https://granicus.com/how-a-city-brought-200-short-term-rentals-into-compliance-in-6-months-with-host-compliance/>

https://www.nashvillescene.com/news/pithinthewind/metro-makes-it-easier-to-complain-about-the-bachelorette-party-next-door/article_061e7b4d-4d58-5e0e-b78b-9d8b453e95cf.html

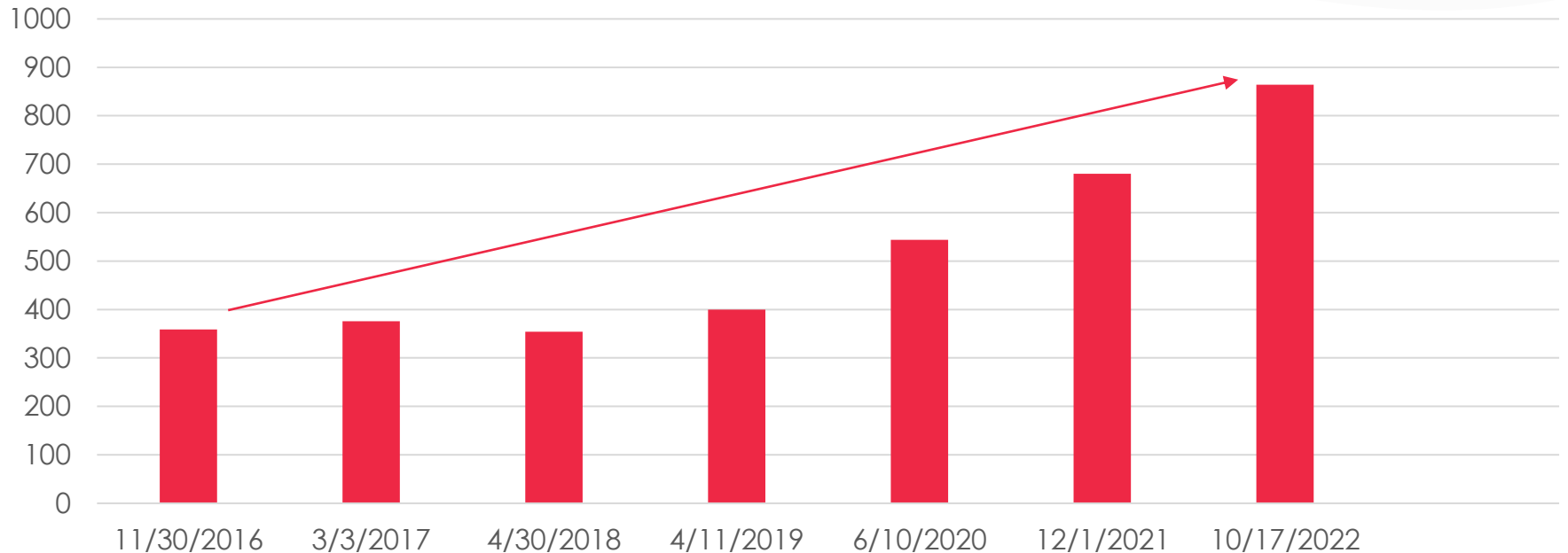
<https://granicus.com/how-marin-county-created-a-higher-reach-to-rental-owners-and-built-better-capability-for-code-compliance/>

In Coeur d'Alene we have identified 1,098 listings, representing 864 unique rental units as of October 2022



Counting only unique rental units, Coeur d'Alene has seen 140% growth since 2016





STR counts by year



Why Granicus?

- Partnered with **400+ local governments** to address their short-term rental challenges including **Rexburg and Ketchum**.
- **Already a technology partner** of Coeur d'Alene of public records request solutions (GovQA) so you know we have a history of delivering on your desired outcomes and how we are to work with as a vendor.

Modular pricing tailored to Coeur d'Alene's short-term rental needs

		Standard Annual Pricing
 Address Identification	Automated monitoring of 70+ STR websites and online dashboard with complete address information and screenshots of all identifiable short-term rentals.	\$27,018
 Compliance Monitoring	Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators.	\$14,260
 Mobile Permitting	Online forms and back-end systems to streamline the registration process and capture required documentation, signatures and payments electronically.	\$10,507
 24/7 Hotline	Make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour.	\$10,507



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Coeur d'Alene ID

Granicus Budgetary Proposal for Coeur d'Alene ID

This quote is for budgetary purposes only. Please do not submit a Purchase Order against this document. Pricing is subject to change based on the scope, reseller, or contract utilized. Please contact your Granicus representative for an official quote, which will include a period of performance, final pricing, and terms and conditions.

ORDER DETAILS

Prepared By:	Kyle Salonga
Phone:	415.874.1783
Email:	kyle.salonga@granicus.com
Order #:	Q-237281
Prepared On:	10/19/2022
Expires On:	03/31/2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	This Agreement shall become effective on the date it is awarded and will continue for 12 months. Client will have the option to renew this Agreement for 2 period(s) of 1 year each.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$27,018.00
24/7 Hotline	Annual	1 Each	\$10,507.00
Compliance Monitoring	Annual	1 Each	\$14,259.50
Enhanced Short-Term Rental Registration Portal	Annual	1 Each	\$10,507.00
Mobile Permitting & Registration	Annual	1 Each	\$0.00
SUBTOTAL:			\$62,291.50

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Address Identification	\$27,828.54	\$28,663.40
24/7 Hotline	\$10,822.21	\$11,146.88
Compliance Monitoring	\$14,687.29	\$15,127.90
Enhanced Short-Term Rental Registration Portal	\$10,822.21	\$11,146.88
Mobile Permitting & Registration	\$0.00	\$0.00
SUBTOTAL:	\$64,160.25	\$66,085.06

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Address Identification - Setup and Configuration	<p>Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.</p> <p><i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i></p>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline	<p>24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)</p> <ul style="list-style-type: none"> - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint

Solution	Description
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Enhanced Short-Term Rental Registration Portal	<p>Mobile-enabled online portal and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:</p> <ul style="list-style-type: none"> · Host Login and Dashboard · Parcel Number lookup and validation · ACH, Debit, and Credit Payments exclusively powered by Stripe.com · Registration Number & Certificate creation · Document Upload · Renewals · Email confirmation · Admin workflow management for approval & denial
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.

Solution	Description
Mobile Permitting & Registration	Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial
Mobile Permitting & Registration - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Mobile Permitting & Registration - Online Training	Virtual training session with a Granicus professional services trainer.

GENERAL SERVICES/PUBLIC WORKS STAFF REPORT

DATE: NOVEMBER 7, 2022

FROM: LARRY PARSONS; UTILITY PROJECT MANAGER

**SUBJECT: PROFESSIONAL SERVICES FOR 2022/2023 WASTEWATER
COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS**

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DECISION POINT:

Should Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2022/2023 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost of **\$313,900.00?**

HISTORY:

Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewerage collection infrastructure. At the top of this year's list is an open trench project in the 16th Street to 19th Street and Mullan Ave. area as well as 17th Street east to 19th Street and Young Ave. neighborhood. This will alleviate an existing sewer capacity bottleneck. Also included will be waterline modifications in the same area and some stormwater work as well.

In following Idaho Code § 67-2320, the WW Utility solicited firms for ongoing Professional Engineering Services through an RFP process. On November 28, 2018, J-U-B Engineers, Inc. was ranked first on the list of respondents. Per Code, the list is valid for five (5) years. The WW Utility, therefore, proposes contracting with JUB for the 2022/2023 Wastewater Collection System Capital Improvements Projects.

FINANCIAL ANALYSIS:

The following table summarizes this year's CIP Task cost breakdown:

<u>2022/2023 Wastewater Collection System CIP Tasks:</u>	
Task 000 – Project Management:	\$ 13,100.00
Task 400 – CIP Projects- 90% Design & Bid Documents:	\$ 70,800.00
Task 400 – CIP Projects- C.2 Project Construction Management:	\$ 159,800.00
Task 500 – Reserve Management Fund:	\$ 50,000.00
Task 999 – Watermain Design- 90% Design & Bid Documents:	\$ 9,900.00
Task 999 – Watermain Construction Coordination:	\$ 10,300.00
Total:	\$ 313,900.00

During FY 2022/2023, the Wastewater Utility budgeted \$1,600,000.00 for constructing the aforementioned CIP tasks. A copy of the proposed Agreement for Professional Services is accompanying this staff report.

PERFORMANCE ANALYSIS:

Since 2008, J-U-B has demonstrated its commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget, and to the Wastewater Utility's satisfaction.

RECOMMENDATION:

Council should approve an agreement with J-U-B Engineers, Inc., for professional engineering services for tasks associated with 2022/2023 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost of **\$313,900.00.**

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC.

for

2022/2023 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT
PROJECTS

THIS Agreement is made and entered into this ____ day of _____, 2022, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho 83642, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

Section 1. Definitions.

In this agreement:

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

B. The term "Consultant" means J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

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

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

Section 4. Personnel.

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

B. All of the services required hereunder will be performed by the Consultant and/or their subcontractors whereas all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed per on or before September 30, 2023. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed Three hundred thirteen thousand nine hundred dollars (\$313,900.00), unless authorized in writing by the City.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties

understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause.

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

Section 9. Termination for Convenience of City.

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

Section 10. Modifications.

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

Section 11. Equal Employment Opportunity.

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

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

Section 12. Interest of Members of City and Others.

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

Section 13. Assignability.

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

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

Section 14. Interest of Consultant.

The Consultant covenants that neither it nor its owners or officers presently have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential.

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

Section 16. Publication, Reproduction and Use of Materials.

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request. City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's sub-consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

Section 17. Audits and Inspection.

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

Section 18. Jurisdiction; Choice of Law.

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

Section 19. Non-Waiver.

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

Section 20. Permits, Laws and Taxes.

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

Section 21. Relationship of the Parties.

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

Section 22. Integration.

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

Section 23. City Held Harmless.

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

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the

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

Section 24. Notification.

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

Section 25. Standard of Performance and Insurance.

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

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

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

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

Section 26. Non – Discrimination.

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

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

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

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

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

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

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

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

The Consultant shall include the provisions of paragraphs (A) through (E) in every

subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request ITD enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

James Hammond, Mayor

Cory R. Baune, P.E, Executive Vice
President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Witness



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

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

PROJECT NAME: FY 2022/2023 COLLECTION SYSTEM PROJECTS

CLIENT: CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

J-U-B PROJECT NUMBER: 20-23-011

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

☒ **AGREEMENT DATED:** _____; or

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the November 28, 2018 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the current Collection System Master Plan Update.

This Scope of Services is separated into the tasks outlined below and detailed in the following pages.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 000: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
3. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
4. Regularly monitor project status, budget and schedule.
5. Attend 12 client meetings to report project status.
6. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
7. Provide a monthly invoice including budget status.
8. Provide ongoing document handling and filing.

B. Task 100: TRENCHLESS REHABILITATION PROJECTS

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2022, no work is anticipated for this task in FY2022/2023 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

C. Task 200: OPEN TRENCH REPLACEMENT PROJECTS

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2022, no work is anticipated for this task in FY2022/2023 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

D. Task 300: INFLOW AND INFILTRATION REDUCTION

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2022, no work is anticipated for this task in FY2022/2023 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

E. Task 400: CAPITAL IMPROVEMENT PROJECTS

1. Description – C.2 Project
 - a. For this task, J-U-B will continue assembling the C.2 Project, for construction in FY 2022/2023. J-U-B completed the C.2 Project Preliminary Alignment Analysis Technical Memorandum (April 2022). The CLIENT selected Option No. 3 – Mullan Avenue Alignment as the preferred alignment alternative. J-U-B completed topographic survey and completed assembling 60% design plans in FY 2022/2023 (August 2022). Per discussions with the CLIENT, the C.2 Project will include the following project locations for allowance for potential construction phasing:
 - i. **Base Bid:** Mullan Avenue from 19th Street to 16th Street (Option No. 3 – Mullan Avenue Part 1 of 2, including reach M1-21 to M1-20C)
 - ii. **Additive Alternate:** Young Avenue and Adjacent Alleyways (Option No. 3 – Mullan Avenue Part 2 of 2)
 - b. Assumptions:

- i. **Base Bid & Additive Alternate:** J-U-B will provide engineering services to install new 24-inch sanitary sewer in Mullan Avenue between 19th and 16th Street (Base Bid), replace, and replace and re-grade the existing sanitary sewer in its approximate existing alignment in Young Avenue and adjacent Alleyways (Additive Alternate). The pipe sizing and alignments are anticipated to be similar to those identified in Option No. 3 of the C.2 Project Preliminary Alignment Analysis Technical Memorandum (J-U-B, April 2022) and per J-U-B's 60% Design Plans delivered to City Staff in August 2022. The bid set will be comprised of the Base Bid and Additive Alternate. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
 - ii. Based on conversations with IDEQ during scoping in FY 2021/2022, project does not require Preliminary Engineering Report. Project was identified in 2013 Collection System Master Plan. If Preliminary Engineering Report is required, it will be completed under Additional Services.
2. Subtask 001: C.2 Project – Topographic Survey
 - a. Completed under FY 2021/2022 Contract. No work is anticipated for this task in FY 2022/2023 and is not included in this scope of services
3. Subtask 002: C.2 Project – 60% Design
 - a. Completed under FY 2021/2022 Contract. No work is anticipated for this task in FY 2022/2023 and is not included in this scope of services

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

4. Subtask 003: C.2 Project – 90% Design
 - a. J-U-B will prepare 90% design drawings and contract documents as follows:
 - i. J-U-B will review CLIENT comments to the 60% Design for both Base Bid and Additive Alternate and prepare final design drawings.
 - ii. J-U-B will prepare 90% Bid Documents, including contract documents, technical specifications, and final plans for the C.2 Project includes Base Bid and Additive Alternate. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards) per City directive, and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: modifications to the bid schedules or additive alternates; updating ISPWC editions technical specifications; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
 - iii. J-U-B will prepare a 90% Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
 - iv. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 90% design drawings and contract documents.
 - v. J-U-B will review 90% design drawings and contract documents, Base Bid and Additive Alternate with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. legal review of contract documents, review of technical specifications and project plans, including City standards, and etc.). Modifications of other utilities will be provided as additional services.
 - b. Deliverables:
 - i. J-U-B will provide an electronic copy (PDF format) and two printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications for review.

5. Subtask 004: C.2 Project – Bid Documents
 - a. J-U-B will prepare Bid Documents as follows:
 - i. J-U-B will review CLIENT comments to the 90% Design drawings and contract documents for both Base Bid and Additive Alternate and prepare final bid documents. Final Bid Documents, including contract documents, technical specifications, and final plans for the C.2 Project includes Base Bid and Additive Alternate. CLIENT comments are expected to be minor in nature due to the previous review steps; consequently, substantial revisions requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT.
 - ii. J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
 - b. Deliverables:
 - i. J-U-B will provide an electronic copy (PDF format) and three printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.
6. Subtask 101: C.2 Project Construction Management Services (CMS)
 - a. For this task, J-U-B will provide the following CMS services:
 - i. J-U-B will prepare a draft notice of advertisement for the project. CLIENT will advertise the project in its paper of record.
 - ii. J-U-B will conduct one pre-bid meeting at CLIENT's office.
 - iii. J-U-B will respond to bidders' questions during the bid phase and prepare and issue addenda as necessary to modify the drawings or specifications. Two addenda anticipated.
 - iv. J-U-B will assist in bid opening, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to CLIENT regarding the responsiveness of the bids.
 - v. J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
 - vi. J-U-B will coordinate and attend weekly construction meetings and prepare an agenda and list of construction items to be addressed.
 - vii. J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A.
 - b. Assumptions:
 - i. Construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
 - ii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
 - iii. CMS support through Substantial Completion: 90 calendar days
 - iv. CMS support through Final Completion: 30 additional days
 - v. Pay Request – 4 total
 - vi. Construction management (CMS) for bi-weekly construction meetings assuming 3 months of active construction (6 total meetings)
 - vii. Submittal review, 6 major submittals are anticipated.
 - viii. Gravity Sewer Pipeline Construction observation estimated at approximately 45 hours/week for 10-weeks of active pipeline construction requiring observation.
 - c. Deliverables:

- i. J-U-B will provide electronic copy record drawings for CLIENT records.

F. Task 500: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:
 - a. Additional public meetings or outreach as requested by CLIENT.
 - b. Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
 - c. Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
 - d. Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
 - e. Perform detailed manhole condition assessment, testing, and/or structural evaluation.
 - f. Prepare exhibits and descriptions for CLIENT's use in acquiring easements for open trench point repair locations.
 - g. Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
 - h. Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
 - i. Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
 - j. Review product substitution requests submitted by the Contractor.
 - k. Perform drawdown tests on existing lift station to quantify pump capacity.
 - l. Update CLIENT's geographical information system (GIS) database.
 - m. Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
 - n. Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
 - o. Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
 - p. Assist the CLIENT with procuring the services of a geotechnical engineer for investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).
 - q. Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
 - r. Perform flow monitoring or smoke testing to supplement previously obtained data.
 - s. Additional meetings or public outreach as requested by CLIENT.
 - t. Assist with Open Trench Point Repairs Design, Bidding, and Construction as requested by CLIENT.
 - u. Assist the CLIENT with bid protests and/or bid disputes.
 - v. Provide the CLIENT with construction warranty period support.
 - w. Perform additional topographic survey and/or field investigation as necessary to verify utility locations.

- x. Assist the Client with void exploration and repair service for the M-interceptor. J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT. J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of a soil stabilization contractor, as determined appropriate by CLIENT.

G. Task 999: Young Avenue & S. 18th Street Watermain Design

1. Description – Watermain Design

- a. For this task, J-U-B will continue including the design of an 8" Watermain in Young Avenue and S. 18th Street in the C.2 Project Additive Alternate, plan sheets and specifications, anticipated for construction in FY 2022/2023. J-U-B began design of the sanitary sewer for the C.2 Project, Base Bid and Additive Alternate, in May of 2022. J-U-B completed a preliminary Utility Alignment Analysis of Young Avenue in July of 2022 and reviewed options with City staff. The CLIENT selected Option No. 2B – watermain in westbound lane and sanitary sewer constructed from water class pipe material as the preferred utility alignment option for Young Avenue in the project extents. Per discussions with the CLIENT, the watermain design will be included as part of the C.2 Project, Additive Alternate, and will include the following project locations for allowance for potential construction phasing:
 - i. Young Avenue: 8" Watermain from 18th Street to 19th Street
 - ii. S. 18th Street: 8" Watermain from Young Avenue south to the intersection of E. Tower Point Drive.
- b. Assumptions
 - i. J-U-B will provide engineering services to install new 8-inch watermain in Young Avenue between 19th and 18th Street, and install new 8-inch watermain in S. 18th Street from Young Avenue to E. Tower Point Dr. The design will be included in the plans and specifications for the City of Coeur d'Alene Wastewater Departments C.2 Project, Additive Alternate. The pipe size and alignment is anticipated to be similar to those identified in Option No. 2B as discussed at the July 20, 2022 Utility Coordination Meeting with City Staff and per 60% Design Drawings delivered to City Staff in August of 2022. The watermain design will be included in the C.2 Project bid set, Additive Alternate. Minor adjustments to alignment may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
 - ii. Based on City's current Comprehensive Plan and conversations with City Staff during scoping, project does not require Preliminary Engineering Report. Comprehensive Plan identified upsizing undersized mains as future projects. If Preliminary Engineering Report is required, it will be completed under Additional Services

2. Subtask 001: Watermain – Topographic Survey

- a. Completed under FY 2021/2022 Contract. No work is anticipated for this task in FY 2022/2023 and is not included in this scope of services

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

3. Subtask 002: Watermain – 60% Design

- a. Completed under FY 2021/2022 Contract. No work is anticipated for this task in FY 2022/2023 and is not included in this scope of services

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

4. Subtask 003: Watermain – 90% Design
 - a. J-U-B will prepare 90% design drawings and contract documents as follows:
 - i. J-U-B will review CLIENT comments to the 60% design of watermain. J-U-B will split watermain work into two bid schedules for potential construction phasing: Young Avenue (Schedule C) and 18th Street (Schedule D).
 - ii. J-U-B will include watermain design on City Wastewater Departments 90% Bid Documents, including contract documents, technical specifications, and final plans. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards) per City directive, and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: modifications to the bid schedules or additive alternates; updating ISPWC editions technical specifications; designing or incorporating CLIENT designs for storm water systems; extending the length of watermain replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
 - iii. J-U-B will prepare a 90% Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency. The cost estimate will include a separate schedule for watermain work associated with Additive Alternate. CLIENT noted all watermain materials will be provided by City Water Department. Cost estimate for watermain work to include installation of materials only.
 - iv. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 90% design drawings and contract documents.
 - v. J-U-B will review 90% design drawings and contract documents with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. legal review of contract documents, review of technical specifications and project plans, including City standards, and etc.). Modifications of other utilities will be provided as additional services.
 - b. Deliverables:
 - i. J-U-B will provide an electronic copy (PDF format) and two printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications for review.

5. Subtask 004: Watermain – Bid Documents
 - a. J-U-B will prepare Bid Documents as follows:
 - i. J-U-B will review CLIENT comments to the 90% Design drawings and contract documents for watermain design and prepare final bid documents. Final Bid Documents, including contract documents, technical specifications, and final plans for the C.2 Project includes watermain design. CLIENT comments are expected to be minor in nature due to the previous review steps; consequently, substantial revisions requested by the CLIENT, including modifications to bid Schedules, will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT.
 - ii. J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency. The cost estimate will include a separate schedule for watermain work associated with Additive Alternate. CLIENT noted all watermain materials will be provided by City Water Department. Cost estimate for watermain work to include installation of materials only.
 - b. Deliverables:
 - i. J-U-B will provide an electronic copy (PDF format) and one printed set of the Bid Documents for City Water Department and City Wastewater Department, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.
6. Subtask 101: Watermain Construction Coordination
 - a. For this task, J-U-B will provide the following coordination services:
 - i. J-U-B will distribute bidders' questions during the bid phase to the City Water Department.
 - ii. J-U-B will assist the City in preparing various documents throughout the construction process including applications for payments, submittal review cover sheets, change orders, field orders and additional items as requested by the City Water Department.
 - iii. J-U-B will provide minimal construction observation (budgeted at 16 hours). Construction observation will be used to verify payment quantities, surface repair items, record drawings, and additional services as requested by the City Water Department.
 - iv. J-U-B will provide construction staking per the Contract Documents.
 - b. Assumptions:
 - i. City Water Department staff will perform submittal reviews and construction observation. J-U-B will be provided with GPS information on mainline, fitting, valves and appurtenances for Record Drawings.
 - ii. Construction will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
 - iii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
 - iv. Construction coordination support through Substantial Completion: 90 calendar days
 - v. Construction coordination support through Final Completion: 30 additional days
 - c. Deliverables:
 - i. J-U-B will provide electronic copy record drawings for CLIENT records.

PART 3 - And other additional services specifically requested by CLIENT.CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. N/A

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Project Management	Time and Materials (Estimated Amount Shown)	\$13,100	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench Replacement Projects	<i>Reserved</i>	--	--
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	Capital Improvement Projects – C.2 Project 90% Design & Bid Documents	<i>Time and Materials (Estimated Amount Shown)</i>	\$70,800	Final C.2 Project Design Documents by 4 months from date of agreement.
400	Capital Improvement Projects – C.2 Project CMS	Time and Materials (Estimated Amount Shown)	\$159,800	Concurrent with work progress.
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	Under Separate Contract	--	--

700	Master Plan Updates	<i>Reserved</i>	--	--
999	Watermain Design – 90% Design and Bid Documents	Time and Materials (Ceiling Amount Shown)	\$9,900	Concurrent with Task 400.
999	Watermain Construction Coordination	Time and Materials (Estimated Amount Shown)	\$10,300	Concurrent with work progress.
Total:			\$313,900	

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-A.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure Summary
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Municipal/Utility Engineering (203)



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene Wastewater Department **Project:** FY 2022/2023 Collection System Projects

The Agreement for Professional Services dated _____ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

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

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: *The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.*

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- ☒ Yes 1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- ☐ No
- ☒ Yes 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- ☐ No
3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- ☒ Yes a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- ☐ No
- ☒ Yes b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- ☐ No
- ☒ Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- ☐ No
- ☒ Yes 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- ☐ No

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- ☒ Yes
☐ No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- ☒ Yes
☐ No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- ☒ Yes
☐ No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☒ Yes
☐ No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☒ Yes
☐ No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☒ Yes
☐ No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☒ Yes
☐ No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

- ☒ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- ☐ Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- ☒ No
- ☐ Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- ☒ No
- ☐ Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- ☒ No
- ☐ Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- ☒ No
- ☒ Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- ☐ No
- ☐ Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- ☒ No
- ☒ Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- ☐ No
- ☒ Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- ☐ No
- ☒ Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.
11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE SUMMARY

BASIS OF FEE ESTIMATE



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Project Title, Client: FY2022/2023 Collection System Project, City of Coeur d'Alene

Project Number: 20-23-011

Prepared By: CRB/JPW

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
000		Project Management	\$13,100
000	001	Project Management	\$13,100
100		Trenchless Rehabilitation Project	\$0
100	001	Trenchless Rehabilitation Project	\$0
200		Open Trench Project Design	\$0
200	001	Open Trench Project Design	\$0
300		Inflow and Infiltration Reduction	\$0
300	001	Inflow and Infiltration Reduction	\$0
400		Capital Improvement Projects	\$230,600
400	001	C.2 Project - Topographic Survey	\$0
400	002	C.2 Project - 60% Design	\$0
400	003	C.2 Project - 90% Design	\$53,000
400	004	C.2 Project - Bid Documents	\$17,800
400	101	C.2 Project Construction Management Services (CMS)	\$159,800
500		Management Reserve	\$50,000
500	001	Management Reserve	\$50,000
600		GIS Services	\$0
600	001	GIS Services	\$0
999		Young Ave & S. 18th St. Watermain Design & Construction	\$20,200
999	001	Watermain - Topographic Survey	\$0
999	002	Watermain - 60% Design	\$0
999	003	Watermain - 90% Design	\$9,000
999	004	Watermain - Bid Documents	\$900
999	101	Watermain Construction Coordination	\$10,300
TOTAL			\$313,900

**PUBLIC WORKS/GENERAL SERVICES
STAFF REPORT**

DATE: NOVEMBER 7, 2022

FROM: GLEN POELSTRA, WATER DEPARTMENT UTILITY SUPERVISOR

**SUBJECT: AWARD BID AND APPROVAL OF PURCHASE OF METER BOXES FOR
ANNUAL YARDLEY SERVICE LINE REPLACEMENT PROGRAM**

=====

DECISION POINT: Should City Council accept the lowest responsive quote and approve purchase of Armorcast meter boxes from Ferguson Waterworks in the amount of \$99,652.80 for the Annual Yardley Service Line Replacement program?

HISTORY: Polyethylene service lines (PEP) are expected to have an average service life of approximately 75 years per industry standards, dependent on installation techniques, soil conditions and water quality. For the past 10 years the Water Department has been experiencing increasing failures of some older polyethylene service line known as Yardley pipe. The Yardley service pipe was manufactured and sold from the mid 1960's to the late 1970's. Polyethylene pipe is supposed to remain pliable and flexible over its expected service life to resist ground movement and corrosive soil conditions. However, due to a discovered defective resin compound used in the manufacturing process, as the Yardley service pipe ages, it actually hardens and becomes extremely brittle, prone to cracking and shearing. Staff's initial evaluation of the service tap cards, a record of each individual service in the City, revealed that over 5,000 of the Yardley services existed in the public water system. An annual replacement program was established to replace all of these services and have concentrated on areas where anticipated street maintenance was to occur. The meter boxes are one component of the service replacement and purchasing in bulk quantity yields the best price.

FINANCIAL ANALYSIS: Pursuant to the City's Purchasing Policy, three quotes were solicited by staff for the Armorcast brand, composite meter boxes in a quantity to meet the expected annual service replacements. Quotes were received from two of the three vendors with the third vendor declining to submit due to cost issues and availability with the manufacturer. The quotes received were from Consolidated Supply Company at \$102,288.48 and Ferguson Waterworks at \$99,652.80. H.D. Fowler was the vendor that declined to submit. Funding for the service line replacements is included in the FY 22-23 budget line item which also includes water main replacements in the amount of \$750,000.00. Other anticipated materials and projects are included in this line item.

PERFORMANCE ANALYSIS: The Water Department originally used concrete meter boxes which are extremely heavy and fragile. Staff experimented with other types of meter boxes and ultimately chose the Armorcast composite meter boxes as they were very similar in size to the existing boxes but much lighter and much more durable due to the composite construction of the box. The boxes and lids come in 15,000 and 20,000 pound load capacity so they can withstand being driven on where the concrete boxes would easily be crushed. Past practice has been to purchase a small truck load at a time but due to supply chain issues for the past couple of years, staff has elected to purchase a large quantity to ensure they are readily available for projects.

DECISION POINT/RECOMMENDATION: City Council should accept the lowest responsive quote and approve purchase of Armorcast meter boxes from Ferguson Waterworks in the amount of \$99,652.80 for the Annual Yardley Service Line Replacement program.



PERSONAL PROPERTY & SERVICES PRICE REASONABLENESS FORM

To: **Finance Department**

From:

Date:

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: _____

Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$ _____

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: _____

2nd vendor name and price: _____

3rd vendor name and price: _____

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: _____

Vendor Awarded: _____ Date: _____

New vendor to the City? Yes No *If yes, attach a completed W-9*

Department Head Signature: _____

Department: _____ Date: _____

Comptroller Approval Signature: _____



FEL - SPOKANE WW #1808
7310 E INDIANA AVE
SPOKANE VALLEY, WA 99212-0000

Phone: 509-468-1899
Fax: 509-922-6389

Deliver To: 18983
From: Patrick Gannon
Comments:

13:37:51 OCT 24 2022

Page 1 of 1

FERGUSON WATERWORKS #3011

Price Quotation

Phone: 509-468-1899

Fax: 509-922-6389

Bid No: B437014
Bid Date: 10/10/22
Quoted By: PG

Cust Phone: 208-769-2300
Terms: NET 10TH PROX

Customer: CITY OF COEUR D ALENE
710 MULLAN AVE
COEUR D ALENE, ID 83814

Ship To: CITY OF COEUR D ALENE
710 MULLAN AVE
COEUR D ALENE, ID 83814

Cust PO#: QUOTE #3 ARMORCAST

Job Name: QUOTE 3

Item	Description	Quantity	Net Price	UM	Total
AA60011866RCIH10	13X24 CVR CI HNGD RDR H10 CDA	120	126.940	EA	15232.80
AA6001946PCX18	13X24X18 RPM MTR BX 20K	240	270.150	EA	64836.00
AA6001946PCX12	13X24X12 RPM MTR BX 20K	120	163.200	EA	19584.00
Net Total:					\$99652.80
Tax:					\$0.00
Freight:					\$0.00
Total:					\$99652.80

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1808&on=56535>



**** Quotation ****

Bid #: S011089314
Page #: 1

Send P/O To:
CONSOLIDATED SUPPLY CO - CDA
155 EAST DALTON AVE
DALTON GARDENS, ID 83815

Phone # : 208-762-2568

Bid To:
CDA WATER WORKS QUOTATION
COEUR D'ALENE, ID 83815

Ship To:
CDA WATER WORKS QUOTATION
C/O CDA METER BOX QT#3
COEUR D'ALENE, ID 83815

Requested By:
Phone # : 208-762-2568

JOB: METER BOX QT#3 DON'T USE

Bid-Date-Expr-Date-Writer-----Salesperson-----Ship Via-----
10/24/22 11/28/22 Kevin Swarner - CDA HOUSE WW CDA WCN WC NOW

Quantity	Description	Unit Price	Ext Price
	***** Shipping Instructions *****		
	* ***ALL BIDS ARE QUOTED AS NONTAXABLE. *		
	* CUSTOMER IS RESPONSIBLE FOR ALL SALES *		
	* TAX.*** *		
	* **SEE TERMS AND CONDITIONS** *		

1C	*****	0.000EA	0.00
	DUE TO RECENT SUPPLY CHAIN ISSUES, PRODUCTS SUCH AS BUT NOT LIMITED TO PVC, DWV, CAST IRON, BRASS, STAINLESS STEEL AND HDPE ARE CURRENTLY VERY VOLATILE. UNTIL FURTHER NOTICE, PRICE AND AVAILABILITY WILL BE DETERMINED AT THE TIME OF SHIPMENT PENDING AVAILABILITY. PRICING FOR THESE ITEMS WITHIN THIS QUOTE ARE INTENDED FOR ESTIMATION PURPOSES ONLY. WE SUGGEST THAT YOU USE ESCALATION CLAUSES IN YOUR COMMUNICATIONS TO YOUR CUSTOMERS AS WELL TO COVER THIS INFLATIONARY CIRCUMSTANCE.		

1MC	*****	0.000ea	0.00
	PROJECT: C/O CDA METER BOX QT#3 LOCATION: COEUR D'ALENE, IDAHO BID DATE: 10/14 ESTIMATOR: KEVIN SWARNER CONTACT: 208-762-2568 .		

*** Continued on Next Page ***

**** Quotation ****

Bid #: S011089314

Page #: 2

CDA WATER WORKS QUOTATION

Quantity	Description	Unit Price	Ext Price
	NOTE: METER BOX PRICING EXPIRES 10/31/2022		
1MC	.	0.000ea	0.00
	13X24 METER BOXES		
120ea	ARMORCAST A6001866RCI-H10 13"X24" LID CITY OF CDA	131.596ea	15791.52
120ea	ARMORCAST A6001946PCX12 13"X24"X12" RPM 20K METER BOX NO MOUSEHOLES	166.528ea	19983.36
240ea	ARMORCAST A6001946PCX18 13"X24"X18" RPM 20K METER BOX NO MOUSEHOLES	277.140ea	66513.60

	Subtotal -----		102288.48
	.		

	Bid Total		102288.48

	Bid Amount		102288.48

Thank you for requesting a quotation from Consolidated Supply Co. ("Consolidated") for certain materials you need for the project identified in the attached or enclosed quotation document (the "Project"). The enclosed quotation to you is made subject to the following terms and conditions:

1. You must carefully review the quotation to confirm that it meets your requirements before using it for a bid. Unless you have provided Consolidated with a detailed bill of materials and specifications with your requirements (with any applicable addendums), this quotation is only a good-faith estimate of the material types and quantities that may be required for the Project. Building plans alone do not constitute a detailed bill of materials or specifications, particularly if more than one supplier or subcontractor may be involved in supplying plumbing and/or waterworks materials. You agree that all risk of loss arising from the use of this quotation for bidding purposes-including any loss relating to errors in scope, quantity, price, time, and place of delivery-is on you. Notwithstanding anything to the contrary in this paragraph, you are responsible to specify and select appropriate materials for your intended use. Consolidated provides no design, engineering, or other professional services and cannot recommend or warrant goods to be fit for your particular purposes.

2. If you place an order with Consolidated for work or materials for the Project, the resulting contract will be subject to Consolidated's General Terms and Conditions of Sale. If credit is provided by Consolidated, then that credit is provided on Consolidated's general credit terms and conditions. These terms and conditions are available to you upon request and can be viewed on our website at www.consolidatedsupply.com.

3. Delivery under this quotation is FOB Consolidated's OR manufacturer's facility. If the quotation includes delivery to a jobsite, Consolidated may use a method and carrier of Consolidated's choice, unless otherwise stated in the quotation, and Consolidated assumes that the location is legally and physically accessible to interstate freight carriers operating under ICC regulations. Unloading labor will be provided by purchaser. Additional charges may apply if these assumptions are incorrect or if multiple deliveries are required. Consolidated will make a good faith effort to meet delivery dates agreed to in writing, but cannot guaranty delivery dates for goods not in stock or for which the terms of delivery are outside our control.

4. Except as otherwise provided in Section 5 below, pricing in this quotation is based on unit amounts and is based on the expectation that goods will be ordered within 30 calendar days from the date of the quotation. Consolidated may extend quoted prices on a case-by-case basis beyond the 30-day period. Consolidated reserves the right to correct or withdraw this quotation in the case of clerical error. Any change in quantities ordered or time for delivery may result in a change of the quoted prices, including unit prices, unless otherwise agreed to by Consolidated in writing.

5. Due to the current unstable market and price conditions, Consolidated reserves the right, at any time after the date of this quotation and until the time of shipment, to adjust the delivery times and/or increase the prices set forth in this quotation to address price and availability factors, including but not limited to government regulations, tariffs, transportation, fuel and raw materials costs. Any material deliveries delayed beyond manufacturer lead times may be subject to applicable storage fees in effect at the time of shipment. This quotation is not a bid or a lump-sum quote, unless specifically stated in the quotation.



Meter Box Purchase

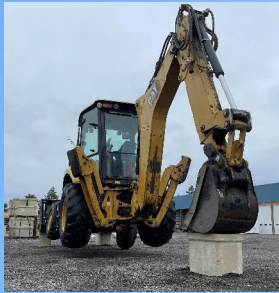
Armorcast Composite Meter Boxes

120 sets (4 pieces each)

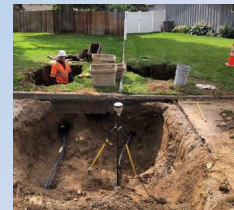


Meter Box Durability

CAT 420F Backhoe – 17,615 lbs.



Yardley Service Replacement



Meter Box Purchase

DECISION POINT/RECOMMENDATION: City Council should approve the lowest responsive bid and approve purchase of Armorcast meter boxes from Ferguson Waterworks in the amount of \$99,652.80 for the Annual Yardley Service Line Replacement program.



Meter Box Purchase

Questions?

