



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 13, 2023, 12:00 p.m.
Library Community Room
702 Front Avenue

AGENDA

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

- Item 1 Request Approval of the Purchase of a New CCTV System from CUES Northwest Through the HGACBuy Cooperative Purchasing Program, in the Amount of \$312,945.00. – Utility Project Manager Larry Parsons, Wastewater Department
- Item 2 Request Approval of Amendments to the Collective Bargaining Agreement with Local 710, Article 8: Staffing, Relating to Weekly Staffing Levels of Medic 34 –Chief Tom Greif, Fire Department
- Item 3 Request Approval of a Memorandum of Understanding (MOU) with the Downtown Association and Hagadone Corporation for the 2023 Lighting Parade and Fireworks Show –Director Renata McLeod, Municipal Services Department
- Item 4 Request Approval of a Professional Services Agreement with HMH Engineering, in the amount of \$47,769.56, for services related to the DEQ Grant Application for the Ponderosa Drainage Project – City Engineer Chris Bosley, Streets and Engineering Department

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.

Item 5 Request Acceptance of Bid and Award a Contract to Specialty Pump Services, Inc., for the Linden Well Pump Rehabilitation project, for a sum not to exceed the budget amount of \$192,240.00 – Superintendent Kyle Marine, 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.

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

DATE: NOVEMBER 13, 2023
FROM: LARRY PARSONS, UTILITY PROJECT MANAGER
SUBJECT: APPROVAL AND AWARD OF CONTRACT FOR THE PURCHASE OF A
2024 CUES Closed Circuit TV System

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DECISION POINT: Should Council approve the purchase of a new CCTV System from CUES Northwest through the cooperative purchasing program HGACBuy?

HISTORY: The Wastewater Department, in keeping with its equipment replacement schedule, identified the need to replace an aging Closed Circuit TV System in the FY 2023-2024 Wastewater Operating Fund budget. This purchase will be made through a cooperative purchasing program, HGACBuy, which has been previously approved by Council as a cooperative purchasing agency which meets the requirements of Idaho Code § 67-2807. The Legal Department has reviewed this proposed purchase and has concluded that it meets the requirements of State law for purchasing and the City’s purchasing policy.

PERFORMANCE ANALYSIS: The Wastewater Department uses this CCTV System on a daily basis. It is the tool used for sewer pipe inspection which is the key to maintenance and repair, and helps us identify sewer lines for replacement. The new CCTV System will replace the old 2009 CCTV Unit. The 2009 unit requires frequent maintenance and the availability of parts is minimal. The Wastewater Department previously purchased a similar unit from CUES Northwest, and is satisfied with its performance and reliability.

FINANCIAL ANALYSIS: Funding for this CCTV System purchase is available within the Replacements Section of the approved 2023-2024 City of Coeur d’Alene Wastewater Operating Fund budget. The quote amount (\$312,945.00) is lower than the amount budgeted in line item # 031-058-4352-7520 (\$325,000.00) and, therefore, the approval of this purchase will save, not increase, the total Capital Outlay of the Wastewater Operating Budget.

RECOMMENDATION: Council should approve the purchase of a new 2024 Closed Circuit TV System from CUES Northwest in the amount of \$312,945.00.



PERSONAL PROPERTY & SERVICES PRICE REASONABLENESS FORM

To: Finance Department

From: Larry Parsons Wastewater Utility Project Manager

Date: 10/31/2023

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: Replace 2009 RST (CCTV) Closed Circuit TV System

Purchase in financial plan? Yes, X No If yes, budget amount in financial plan - \$ 325,000 /031-058-4352-7520

If non-budgeted - Date Council approved:

Competitive Quotes Obtained:

1st vendor name and price: CUES CCTV Unit - \$312,945.00 / Pricing from HGAC SC01 - 21

2nd vendor name and price:

3rd vendor name and price:

If Competitive Quotes not obtained, provide Price Reasonableness Analysis:

This Equipment replacement to be done through HGAC Purchasing Program. ILC # ILC23- 12406

Vendor Awarded: CUES Northwest

Date:10/1/2023

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

Department Head Signature:

Department: Wastewater

Date: November 1, 2023

Comptroller Approval Signature:

Vonnie Jensen



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

I.L.C. No.:
ILC23-12406
Permit Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Coeur d'Alene**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **710 E Mullan Ave Coeur d Alene, ID 83814**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **05/02/2023** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **10/01/2022** and ends **09/30/2023**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Coeur d'Alene

Name of End User (local government, agency, or non-profit corporation)

710 E Mullan Ave

Mailing Address

Coeur d Alene, ID 83814

City, State ZIP Code

James Hammond
Signature of chief elected or appointed official | Date

James Hammond, Mayor

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____

DocuSigned by:

82E0270D5D61423
Executive Director

Date: 7/13/2023

5-5-23

**GS/PW COMMITTEE
STAFF REPORT**

DATE: November 13, 2023
FROM: Tom Greif- Fire Chief
SUBJECT: Amendment to CBA- Article 8 Staffing

DECISION POINT: Should the City Council approve the proposed amendment to Article 8 - Staffing within the Collective Bargaining Agreement between the City of Coeur d'Alene and Local 710?

HISTORY: In March of this year, the Coeur d'Alene Fire Department placed its 3rd Advanced Life Support ambulance into service at Station 4. The original staffing language in Article 8 of the current CBA did not allow for the schedule to be changed more than one time. With the current fire department schedule known as the "48-96," we have a need to alternate the days of the week that this ambulance will be in service. The current funding only allows us to staff this resource for 96 hours a week and specifically Tuesday through Friday, equivalent to (4) twenty-four hours shifts.

FINANCIAL ANALYSIS: This proposed amendment and change to the ambulance schedule will have no financial impact to the fire department or city.

PERFORMANCE ANALYSIS: This proposed schedule change will allow us to alternate the staffing days for Medic 34. Beginning on Tuesday, November 28th, the schedule will alternate from a Tuesday through Friday schedule followed by a Monday through Thursday schedule, and alternate each week following our specific shift schedules. This proposed language change is agreed upon by Local 710 and the fire department administration.

DECISION POINT/RECOMMENDATION: Council should approve the proposed contract amendment to Article 8 - Staffing.

ARTICLE 8 STAFFING

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of seventeen (17) firefighters (ranks Firefighter through Battalion Chief) on duty and available for initial response. There shall be at least one Idaho State-licensed Paramedic per ambulance.

Starting at 0800 on Tuesday November 28th 2023 to 0800 on Saturday (4 consecutive 24hr shifts) minimum staffing shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief). The following week starting at 0800 on Monday to 0800 on Friday minimum staffing shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief). This will continue to alternate every week for the duration of the agreement.

(The intent of this language is to prevent personnel from having to switch assignments mid shift)

~~A. Starting at From 0800 Tuesday and ending at 0800 on Saturday (4 consecutive 24hr shifts) minimum staffing will increase to shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief).~~

~~B. The Fire Chief can unilaterally change Section 1 subsection A to a 0800 Monday through 0800 Friday (4 consecutive 24hr shifts) deployment should the need arise. This Any change can only be made once during the duration of this agreement. Prior to implementing this change, The Fire Chief will need to provide the Union and City Administration two (2) weeks' written notice, with the date of change and reasoning for the change.~~

SECTION 2. It is the intent that all stations will be staffed with a minimum of one fire apparatus. It is the intent that all fire apparatus should be staffed with a minimum of three firefighters, consisting of one Captain or acting Captain, one engineer or acting engineer, and one firefighter.

It is the intent that all ambulances should be staffed with a minimum of two firefighters each, one of whom shall be an Idaho State licensed Paramedic.

It is the intent that a Battalion Chief vehicle will be staffed with a minimum of one Battalion Chief or Acting Battalion Chief.

Anytime a fire apparatus leaves the CITY for mutual aid or the staffing falls below three (3), the Battalion Chief or Acting Battalion Chief, Deputy Chiefs, or Fire Chief will authorize off-duty personnel to be called back for extra duty.

The purpose of this article is to provide sufficient on-duty staffing to provide for safe and efficient fire suppression operations. Nothing in this article or Agreement shall limit the CITY's right to layoff for lack of funds.

SECTION 3. The purpose of this Section is to allow on-duty personnel the opportunity to attend the following functions outside the CITY limits:

1. School/classes
2. Conferences/Seminars
3. Meetings/Miscellaneous functions, approved by the Fire Chief or Deputy Fire Chief in the Chief's absence.

In order to ensure a quick response to emergency incidents within the CITY, the above functions shall be approved only if they fall within the following boundaries:

- N- North to Wyoming Avenue
- S- South to the North Base of Mica Grade.
- E- East to the National Forest line/Southeast to the Mullan Trail I-90 Exit.
- W- West to Highway 41.

Note: In addition to the above set boundaries, the use of Dalton City Hall, located at 4th Street and Hanley Avenue, shall be available for an entire duty crew to attend the previously mentioned functions.

Prior to attending a function on-duty that falls outside the city limits, those personnel wishing to attend said function shall obtain the approval of their Battalion Chief or Acting Battalion Chief, Deputy Chief, or Fire Chief. No more than one station, regardless of the staffing levels, will be allowed to attend functions on any given day. The shift Battalion Chief, Deputy Chief, or Fire Chief, however, may allow that number to increase if they feel confident their area of responsibility is sufficiently covered. The Battalion Chief shall have the ability to cancel or recall on-duty personnel from attending a function if it is felt that attendance at said function will greatly delay the response back to the city limits as the result of weather conditions, an increase in emergency activity, or other circumstances.

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

DATE: NOVEMBER 13, 2023
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE DOWNTOWN ASSOCIATION (DTA)

DECISION POINT: Should City Council approve the proposed Memorandum of Understanding with the Downtown Association (DTA) for the Christmas Parade and the associated Lighting Ceremony and Fireworks display to be held November 24, 2023?

HISTORY: At the July 19, 2022, Council meeting, Council requested staff to begin looking at the option of entering into agreements for some of the large special events held in the City. Agreements allow the City to negotiate with the sponsor to take on additional responsibilities, such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to the general fees. The Christmas Parade, Lighting Ceremony, and Fireworks display Event has the same route and venue as in years past. Additionally, the MOU clarifies roles and responsibilities so there are no questions or conflicts on the day of the Events.

The Streets and Engineering Department has created the traffic safety plan for the parade event, which will remain the plan in the future with only minor changes. This plan satisfies the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). Staff envisions one future master agreement for all Special Events that are sponsored by the DTA, the Chamber of Commerce, and other sponsors, after working through each event in 2023 and creating the traffic control plans for each event.

FINANCIAL ANALYSIS: The fee included under the Memorandum is \$750.00, with a \$1,000.00 security deposit. This fee and deposit were set in the fee resolution approved by Council. There are some legal restrictions regarding covering the costs of any events, including that the fee must be reasonably related to actual costs and cannot be higher than actual costs for the event. When there is a controversial political message which might offend spectators, it is unconstitutional to add to the fees in anticipation of first amendment activity. Further, any fee that is based on the content of the message violates the First Amendment. While there are additional costs to City departments with the Christmas Parade and related events on November 24, the DTA has additional expenses as well. The DTA provided a cost breakdown as follows: \$10,420.00 in expenses for this event, with estimates volunteer hours to have a value of \$1,667.00, totaling an estimated cost of \$12,087.00. At the time of this staff report, traffic control contractor costs have not been finalized, but they will increase the cost to DTA. The Hagadone Hospitality Co. will provide a complementary Fireworks display and has agreed to provide staffing for the intersection at 1st and Sherman to manage traffic in and out of the Resort. The MOU outlines the responsibilities of the City and DTA, in order to level the amount of staff time needed for these types of community events.

Below are City costs associated with the 2022 event. Since staff hours are not specifically tracked with an event code, we are using the daily overtime cost to estimate the cost of last year's event, which was approximately \$11,245.00.

	All Wages & Benefits	OT Wages & Benefits
Fire	\$21,718.39	\$ 2,196.79
Police	39,535.75	6,263.76
Streets	9,981.09	1,963.68
Parks	5,021.79	820.76
	\$76,257.02	\$11,245.00

DECISION POINT/RECOMMENDATION: Council should approval the proposed Memorandum of Understanding with the Downtown Association for the Christmas Parade and related events to be held on November 24, 2023.

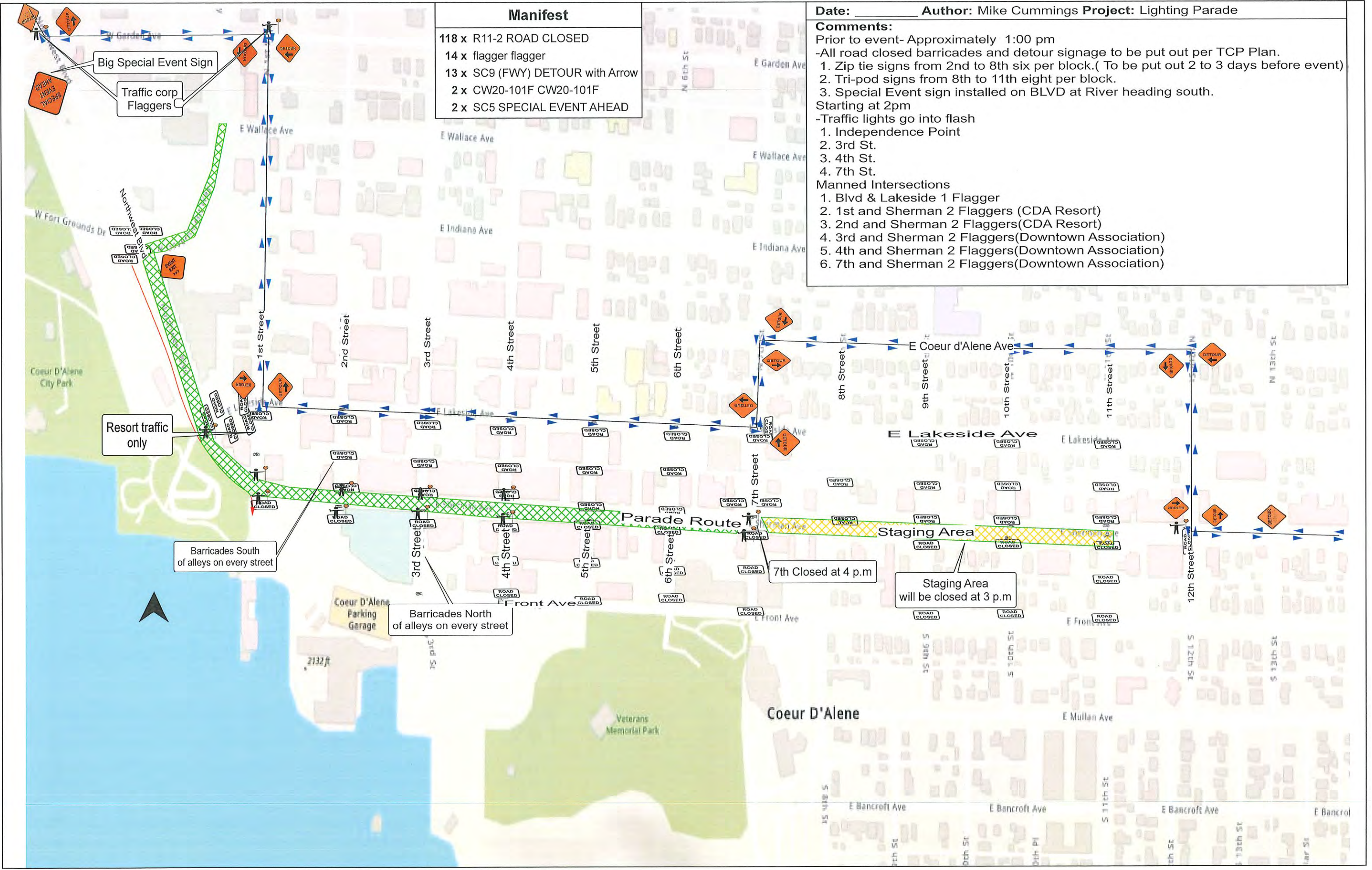
Manifest

- 118 x R11-2 ROAD CLOSED
- 14 x flagger flagger
- 13 x SC9 (FWY) DETOUR with Arrow
- 2 x CW20-101F CW20-101F
- 2 x SC5 SPECIAL EVENT AHEAD

Date: _____ Author: Mike Cummings Project: Lighting Parade

Comments:

- Prior to event- Approximately 1:00 pm
- All road closed barricades and detour signage to be put out per TCP Plan.
 1. Zip tie signs from 2nd to 8th six per block.(To be put out 2 to 3 days before event)
 2. Tri-pod signs from 8th to 11th eight per block.
 3. Special Event sign installed on BLVD at River heading south.
- Starting at 2pm
- Traffic lights go into flash
 1. Independence Point
 2. 3rd St.
 3. 4th St.
 4. 7th St.
- Manned Intersections
 1. Blvd & Lakeside 1 Flagger
 2. 1st and Sherman 2 Flaggers (CDA Resort)
 3. 2nd and Sherman 2 Flaggers(CDA Resort)
 4. 3rd and Sherman 2 Flaggers(Downtown Association)
 5. 4th and Sherman 2 Flaggers(Downtown Association)
 6. 7th and Sherman 2 Flaggers(Downtown Association)



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D’ALENE AND
THE COEUR D’ALENE DOWNTOWN ASSOCIATION, INC.,
FOR
THE CHRISTMAS PARADE, LIGHTING CEREMONY AND FIREWORKS DISPLAY**

I. PURPOSE:

This Memorandum of Understanding (MOU) is entered into between the City of Coeur d’Alene (“CDA”) and the Coeur d’Alene Downtown Association, Inc., (“DTA”), and is intended to document the parties’ understanding of, and agreement to cooperate on, the Christmas Parade, Lighting Ceremony, and Fireworks Display (“Event”).

II. RECITALS:

WHEREAS, CDA is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, DTA is a non-profit corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, DTA annually sponsors a parade in downtown Coeur d’Alene on E. Sherman Avenue on the day after Thanksgiving (the “Parade”); and

WHEREAS, CDA and DTA recognize the need for and efficiency of a Memorandum of Understanding (“MOU”) in establishing each party’s expectations, as well as the roles and responsibilities of each party, for the Event; and

WHEREAS, it is the mutual desire of CDA and DTA to memorialize their understanding and agreement with respect to their cooperation on the Event; and

WHEREAS, this MOU creates a mutually beneficial solution for the parties involved.

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. DTA hereby agrees:

1. To sponsor, organize, and manage the Parade on Friday, November 24, 2023, on E. Sherman Avenue in Coeur d’Alene, Idaho;

2. To pay CDA a fee of seven hundred fifty and no/100 dollars (\$750.00) and a refundable damage deposit of one thousand and no/100 dollars (\$1,000.00). This fee and deposit have been paid;
3. To be solely responsible for the organization and operation of the Parade, except as set out in paragraph III(B) of this MOU;
4. To meet with CDA at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;
5. To provide two (2) qualified adults (“Monitors”) to monitor and oversee the traffic control devices used for the Parade at each intersection on E. Sherman Avenue needed for emergency services, as identified in the traffic control plan; and to provide one (1) qualified adult to monitor and oversee the traffic barricades at all other intersection on E. Sherman Avenue along the parade route and assembly area. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training from DTA regarding the proper methods of traffic control for parades;
6. To supervise the Monitors in a reasonable and professional manner, and to provide and require said Monitors to wear a safety vest at all time when on duty, and to carry identification showing that they are authorized to control the traffic control devices on behalf of DTA;
7. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of DTA;
8. That no more than three (3) days or less than two (2) days prior to the date of the Parade, DTA will place “No Parking” signs, approved and supplied by CDA, along the Parade route. DTA is responsible for inserting the appropriate information on the “No Parking” signs, and removing the information and returning the signs to CDA following the parade. DTA shall work with the Coeur d’Alene Police Department to coordinate towing of vehicles parked in violation of the signs;
9. To assure that the traffic barricades supplied by CDA remain in their proper positions, in accordance with the traffic control plan to ensure that traffic from side streets does not enter the Parade route until the Parade is completed;
10. To provide seven (7) portable toilets for participants and spectators, placed at convenient locations. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying

portable toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is DTA's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner, and shall be secured during periods of inactivity. At least two (2) of the portable toilets shall be ADA compliant.

11. That the Parade route shall be on E. Sherman Avenue from 8th Street to the intersection of Northwest Boulevard and Government Way, with an assembly area on Sherman Avenue from 8th Street to 11th Street. DTA will inform Parade participants to exit at the end of the Parade from Northwest Boulevard onto N. Government Way, and DTA shall station personnel at that intersection to assure compliance;
12. That DTA may begin staging for the Parade no earlier than 3:30 p.m., on Friday, November 24, 2023;
13. That the Parade shall start at 5:00 p.m., and be completed by 6:00 p.m., on Friday, November 24, 2023;
14. To hire a maximum of twenty (20) certified flaggers to assist with traffic control for traffic exiting the downtown area after the Ceremony. DTA will provide up to six (6) DTA employee/volunteer flaggers in addition to the 20 contractor flaggers.
15. DTA will begin cleaning the Parade route and removing any DTA property that was placed for the Parade at 8:00 p.m. on November 24, 2023. Clean-up shall be completed no later than 10:00 a.m. on Saturday, November 25, 2023; and
16. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the Parade, or such other time as agreed by CDA.
17. That DTA, including its agents, employees, licensees, and all parade participants, shall be allowed to distribute candy during the Parade in accordance with the following rules:
 - a. Candy distribution should be done in a safe and responsible manner at all times and, specifically, candy shall be handed out and not thrown.
 - b. Only authorized individuals or groups, such as parade volunteers or event organizers, should be designated as official candy distributors. Unauthorized individuals, including participants or spectators, should not distribute candy during the parade.
 - c. Candy Choices: Candy should be individually wrapped and in its original packaging.

- d. Candy should be appropriate for all ages, taking into consideration potential choking hazards for young children.
 - e. DTA is responsible for cleaning up any candy wrappers or debris left behind during the parade. It is important to leave the parade route clean and free of litter.
 - f. DTA is responsible for enforcing these rules for the distribution of candy during the Parade.
18. DTA will ensure that the Fireworks display by the Hagadone Hospitality Co. (“HHC”) shall begin no earlier than 6:00 p.m., on Friday, November 24, 2023, and be completed by 8:00 p.m., at which time DTA will begin cleaning any public property impacted by the Ceremony. Clean-up shall be completed no later than 10:00 a.m. on Saturday, November 25, 2023;
 19. DTA will ensure that HHC will provide one (1) qualified adult (“Monitor”) to monitor and oversee the traffic barricades erected for the Lighting Ceremony and Fireworks display, as indicated in the City’s traffic control plan. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training regarding the proper methods of traffic control for parades;
 20. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of DTA;
 21. To assure that all traffic barricades supplied by CDA for the Ceremony remain in their proper positions, in accordance with the traffic control plan until the Ceremony is completed;
 22. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the Event, or such other time as agreed by CDA;

C. CDA hereby agrees:

1. To prepare a traffic control plan for the Parade and complete it at least fourteen (14) days prior to the date of the Parade. Among the elements of the plan shall be closure of E. Sherman Avenue from 11th Street to the intersection of Northwest Boulevard and Government Way, and a hard closure at 2nd Street and E. Sherman Avenue thirty (30) minutes prior to the start of the Parade;
2. To meet with DTA at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;
3. To make “No Parking” signs sufficient to comply with the traffic control plan available to DTA for pickup by Monday, November 20, 2023;

4. That the Coeur d'Alene Police Department shall coordinate towing of vehicles parked in violation of the "No Parking" signs with DTA;
5. To provide and set up traffic barricades needed to comply with the traffic control plan. Set up shall begin, and E. Sherman Avenue will be closed along the Parade route and assembly area, beginning at 3:00 p.m. on November 24, 2023; and
6. To remove the traffic barricades in the staging area after Parade participants have cleared that area, and the remaining traffic barricades following the conclusion of the Ceremony.

D. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified only by mutual written agreement.
3. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this _____ day of November, 2023.

CITY OF COEUR D'ALENE

ATTEST:

By _____
James Hammond, Mayor

Renata McLeod, City Clerk

COEUR D'ALENE DOWNTOWN ASSOCIATION

By _____
Emily C. Boyd, Executive Director

**CITY COUNCIL
STAFF REPORT**

DATE: NOVEMBER 13, 2023
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: APPROVAL OF A CONTRACT WITH HMH ENGINEERING AND IDEQ PLANNING AND OSG GRANT APPLICATION

=====

DECISION POINT: Should Council authorize the application for an IDEQ Planning and OSG Grant and approve a Professional Services Agreement with HMH Engineering for the Ponderosa Drainage Project?

HISTORY: The City submitted a Letter of Interest to the Idaho Department of Environmental Quality (IDEQ) in January of 2023 for a Planning and Sewer Overflow and Stormwater (OSG) Grant. In September, the City was notified that our Letter of Intent was accepted and we were invited to formally apply for the OSG grant. In order to even apply for the grant, the City must have a signed agreement for the engineering. The goal of this grant money is to identify and design a solution to eliminate stormwater discharging into the sanitary sewer system on N. Hill Drive near Ponderosa golf course. Because this stormwater system is located in a low spot, is near the City limits, and is not near other stormwater infrastructure, a creative solution must be found. This stormwater connection to sanitary sewer is the last known connection after eliminating two others in the past couple years. If the grant is awarded, HMH Engineers will identify and design a solution that can be cost effectively implemented using Drainage Utility funds. If the grant is not awarded, the agreement will be voided.

FINANCIAL ANALYSIS: The cost for the design is \$47,769.56, which would be funded through the IDEQ grant. A 10% match is required (\$4,776.96), which is budgeted for under Professional Services within the Drainage Utility budget.

PERFORMANCE ANALYSIS: Approval of this agreement will enable HMH to begin analysis and design for construction next summer if the grant is awarded.

DECISION POINT/RECOMMENDATION: City Council should authorize the Streets & Engineering Department to apply for an IDEQ Planning and OSG Grant and approve a Professional Services Agreement with HMH Engineering for the Ponderosa Drainage Project.

PROFESSIONAL SERVICES AGREEMENT
for
PONDEROSA DRAINAGE PROJECT

THIS Professional Services Agreement is made and entered into this ____ day of _____, 2023, 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 **HMH, LLC d/b/a HMH ENGINEERING**, a limited liability company duly organized and existing in the state of Idaho, with its principal place of business at 3882 N. Schreiber Way, Ste. 104, Coeur d’Alene, Idaho, hereinafter referred to as the “**CONSULTANT**.”

WITNESSETH:

WHEREAS, in compliance with State law and the **CITY**’s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement to analyze and develop construction documents to remove stormwater connections to sanitary sewer along N Hill Drive, hereinafter referred to as the “**Work**,” according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the **Work**, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**’s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof. This Agreement is specifically dependent upon the award of an IDEQ Planning and OSG Grant for the **Work**. If the Grant is not awarded to the **CITY**, this Agreement shall be voidable in the sole discretion of the **CITY**.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit “A.”

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

SECTION 3. PERSONNEL.

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

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

C. The **CONSULTANT** agrees to maintain Worker’s Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, 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. Should the **CONSULTANT** fail to maintain the required Worker’s Compensation 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.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before June 1, 2024. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed forty-seven thousand seven hundred sixty-nine and 56/100 dollars (\$47,769.56), 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, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that 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 6. 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 and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **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 provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** 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 materials 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 8. TERMINATION FOR CONVENIENCE. 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 hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement 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 9. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," 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 10. NON-DISCRIMINATION.

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 subconsultant, 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.

C. The **CONSULTANT** shall comply, if applicable, 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 Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

D. The **CONSULTANT**, with regard to the work performed by it during the Agreement, 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 Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d’Alene Municipal Code.

E. 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 Agreement and the Regulations and Municipal 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.

F. 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 **CITY** or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **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.

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** 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 Agreement until the **CONSULTANT** complies, and/or;
- Cancellation, termination, or suspension of the Agreement, in whole or in part.

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) 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 the **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.

SECTION 11. NO PUBLIC FUNDS FOR ABORTION ACT. Pursuant to Idaho Code § 18-8703, the **CONSULTANT** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

SECTION 12. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People’s Republic of China and will not for the duration of the contract be owned or operated by the government of the People’s Republic of China.

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 on the Work.

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. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **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 the **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 the **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. The **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. The **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 laws 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, including all necessary licenses and certifications for its employees. 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 Agreement, and all appendices and amendments thereto, 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. Hold 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 the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 25(A).

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 the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

SECTION 24. Notification. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

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

HMH, LLC
3882 N. Schrieber Way, Ste. 104
Coeur d'Alene, ID 83815
Attn: Shawn Metts

SECTION 25. Standard of Performance and Insurance.

A. The **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 **CONSULTANT**'s 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 with limits of at least 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 with limits in the amount of at least \$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 for at least thirty (30) days' notice to the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

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

CITY OF COEUR D'ALENE

HMH, LLC

James Hammond, Mayor

_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary



Drinking Water and Wastewater - Grants and Loans Program

Planning and OSG Grant Application – Attachment SRF-01

Section I. Applicant Background Information

Application Type	<input type="checkbox"/> Drinking Water (DW) Planning Grant	Public Water System No.: _____
	<input type="checkbox"/> Wastewater (WW) Planning Grant	<input type="checkbox"/> Sewer Overflow and Stormwater (OSG) Grant

System Name: _____

Mailing Address:			
City:	State:	Zip Code:	
County:	Phone:	Tax ID:	
Fiscal Year End:	E-mail:		

Presiding Official Name/Title: _____

Mailing Address:			
City:	State:	Zip Code:	
Phone:	E-mail:		
<input type="checkbox"/> Check if this is the system's primary contact			

Clerk/Treasurer (or similar duties) Name/Title: _____

Phone:	E-mail:		
<input type="checkbox"/> Check if this is the system's primary contact			

Consulting Engineer Name/Title: _____

Company Name:	Mailing Address:		
City:	State:	Zip Code:	
Phone:	E-mail:		

Provide the information below if someone other than your consulting engineer will be the grant administrator

Grant Administrator Name/Title: _____

Company Name:	Mailing Address:		
City:	State:	Zip Code:	
Phone:	E-mail:		

Provide the information below if someone other than your consulting engineer will manage the environmental review process.

Environmental Review Manager Name/Title: _____

Company Name:	Mailing Address:		
City:	State:	Zip Code:	
Phone:	E-mail:		

Section II. Project Background Information

1. Project Description:

2. Planning Grant Applicants Only: Is the system applying for planning grant funding a qualifying entity, as defined by IDAPA 58.01.22.010.34: “Any county, city, special service district, nonprofit or investor-owned corporation, or other governmental entity, or a combination thereof, which owns or operates a public drinking water system, irrigation system, or wastewater system.”? Yes No

3. System Type (check all that apply):

- Government Entity (i.e.: city, county, service district)
- Investor-owned corporation (drinking water systems only)
- Incorporated nonprofit

Incorporated Non-Profit Applicants, please attach a copy of the following to this application:

- Articles of incorporation and/or by-laws that meet Chapter 30, Title 30, Idaho Code
- Certificate of existence from the Idaho Secretary of State

4. Drinking Water Applicants Only: Is the system current with its annual drinking water fee assessment?

Yes No N/A

5. Does the system have a licensed and substitute operator in charge of the facility(ies) that holds a licensure equal to or exceeding your system’s classification, as described in IDAPA 58.01.08.554?

Yes No **Operator Name and License Number:** _____

6. Applicants are required to have active registration with the System for Award Management (“SAM”) (www.sam.gov) and a Unique Entity Identifier, pursuant to 2 CFR Part 25. Does the applicant meet this requirement? Yes No Pending*

**Note: Funding recipients must meet the SAM and UEI requirement before receiving funding disbursements*

Section III. Environmental Review

Will the applicant be completing an environmental review as part of the planning grant? Yes No

If no, please read and certify the following:

Yes No The applicant acknowledges that he or she has chosen to opt-out of completing an environmental review as part of the DEQ Planning Grant.

Yes No The applicant acknowledges that the future funds for completing the environmental review may not be available for grant assistance at a later time.

Yes No The applicant acknowledges that by not completing an environmental review, he or she will not be able to qualify for DEQ State Revolving Loan funds for related design and construction costs.

Section IV. Budget Information

Drinking Water and Wastewater Planning Grants have a 50% applicant match share requirement. Costs above this maximum amount will be the responsibility of the applicant.

Sewer Overflow and Stormwater (OSG) Grants have a 10% applicant match share requirement. The DEQ grant amount will be limited to a maximum amount of \$50,000 per system plus the applicant's match. Costs above this maximum amount will be the responsibility of the applicant.

1. In accordance with IDAPA 58.01.22.032.04, DEQ funds may not be applied to costs incurred before a funding agreement is executed between DEQ and the applicant, unless preauthorized in writing by DEQ. The applicant should contact DEQ to discuss preauthorization and determine required supporting documentation before the costs are incurred.

Y **N** The applicant understands that previously incurred costs are not an allowable cost under DEQ funding and will contact DEQ if preauthorization is needed.

2. Calculation of total eligible costs

	Drinking Water	Wastewater	OSG
Administrative Cost:	_____	_____	_____
Engineering Fees:	_____	_____	_____
Environmental Review:	_____	_____	_____
Total Planning Cost:	_____	_____	_____
Total DEQ Funds Requested:	_____	_____	_____

3. Specify other sources of funding for this project and funding status:

USDA-RD: _____ Awarded Pending
 ACOE: _____ Awarded Pending
 CDBG: _____ Awarded Pending
 Applicant's contribution and funding source: _____
 Other (please specify): _____

Section V. Engineering

1. Engineering Contract

Please attach a copy of the signed engineering contract to this application. Indicate which of the following items are included in the engineering contract:

- Name of grantee
- Engineering firm name and name(s) of project engineer(s)
- Scope and extent of work clearly defined and sufficient to complete the project
- Estimated staff-hours, hourly rates, and skill levels reasonable for each task
- Time of performance specified
- Project cost will not exceed cost specified without written approval of DEQ
- Conditions of cost and scope changes specified
- Environmental review is part of the scope of work and it will be completed to meet DEQ guidelines

Sustainability efforts are included as noted in the letter of interest

Please include a copy of the engineering scope of work (SOW). Indicate below that all of the following items are included in the SOW.

Project description (includes grantee name, engineering firm name, and project name)

Background information for project (include existing system and problems it is experiencing)

Engineering task(s) to be completed, cost per task, and schedule for completion.

Engineering tasks to be completed will satisfy *ENG-01 - Drinking Water SRF Outline and Checklist for Planning Documents* or *ENG-02 - Wastewater Outline and Checklist for Planning Documents*.

Additional OSG Requirements:

Engineering task(s) that will improve the water system and/or water body by the effort.

Engineering task(s) that will reduce and/or eliminate Sanitary Sewer Overflow or Combined Sewer Overflow correction.

2. Certificate of Negotiations

Is the system owned by a public agency or a political subdivision as defined in State of Idaho Code 67-2320? Yes No If yes, please read and certify the following:

Yes No The applicant hereby certifies full compliance with State of Idaho Code 67-2320 for the negotiation and securing of an engineering contract for the efforts associated with the DEQ Grant.

Yes No The applicant hereby certifies that the negotiation included a discussion of the following elements:

- Scope and extent of work and other essential requirements.
- Identification of the personnel and facilities necessary to accomplish the work within the required time, including, where needed, employment of additional personnel, subcontracting joint ventures, etc.
- Provision of the required technical services in accordance with regulations and criteria established for the project.
- A fair and reasonable price for the required work.

Yes No The applicant hereby certifies that record of these negotiations has been completed and can be made immediately available upon request by state officials.

3. Proof of Professional Liability

Include a copy of the engineering firm's professional liability declaration page (must be at least \$100,000 or twice the project cost, whichever is greater).

Section VI. Application Authorization

By signing this grant application (Application), the undersigned, on behalf of the owner of the drinking water and/or wastewater system identified herein (the "Applicant"), requests a grant from the Department of Environmental Quality. The Applicant hereby assures and certifies that all the information contained in this

Application is complete, true, and correct. The Applicant hereby assures and certifies compliance with the applicable regulations, policies, guidelines, and requirements as they relate to this Application and to acceptance and use of State funds for this project. False statements presented in the Application may be grounds for rejection or termination of the Grant or may be subject to legal action and a civil penalty as provided by law.

The Applicant certifies they possess legal authority to apply for the grant and the ability to provide the local matching share for the grant. A resolution, motion, or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the Application and to provide such additional information as may be required.

The Applicant assures and certifies that the financial, institutional, and managerial analysis of the impacts of the local share of this project on this community and the residents of the service area has been completed. As a result of this analysis, the Applicant has found that they have the legal, institutional, managerial, and financial capability to complete the planning work.

The Applicant will give the grantor or its authorized representative access to and right to examine all records, books, papers, or documents related to the grant.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Section VII. Required Attachments Checklist

- Signed Planning and OSG Grant Application, Attachment SRF-01
- Signed Authorizing Resolution, Attachment SRF-03
- Signed Engineering Agreement and Scope of Work
- Engineer's Professional Liability Insurance Page
- Articles of Incorporation and/or By-Laws*
- Certificate of Existence from the Idaho Secretary of State*
- Proof of Active Registration and Unique Entity Identifier with the [SAM.gov](https://sam.gov)

* Applies to Associations and Incorporated Non-Profits Only

For questions, or to submit the application, please contact:

Zoe McCarty | Grant and Loan Officer

Idaho Department of Environmental Quality

E-mail: zoe.mccarty@deg.idaho.gov | Office: (208) 373-0574

**CITY COUNCIL
STAFF REPORT**

DATE: November 13, 2023
FROM: Kyle Marine Director
SUBJECT: Award of Contract for Linden Well Pump Rehabilitation Project

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DECISION POINT: Should Council accept the bid of and award a contract to Specialty Pump Services, Inc., for rehabilitation of the Linden Well.

HISTORY: The Linden well was originally installed in 1966 to 267' deep. It has a tested production capacity of nearly 2200 gpm. The production well is 20" in diameter and cased or screened to the bottom. The well was put into production and has consistently produced a rate of approximately 2275 gpm. The pump assembly consists of a 350 Hp motor, 12" diameter drop pipes (columns), 1 15/16" diameter shafts, and a 6-stage pump. The pump was last replaced in 2017.

FINANCIAL ANALYSIS: The Water Department has budgeted \$192,240 through the operations and maintenance budget. No additional engineering services are required for this project. One bid was received for the project, in the amount of \$77,825.00, from Specialty Pump Services, Inc. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts, and brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$162,990. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing acceptance of the base bid of \$77,825.00 and award of a contract not to exceed the budget amount of \$192,240.00, in case additional replacements are required.

PERFORMANCE ANALYSIS: Staff proposes to have the pump assembly removed, cleaned, and inspected, and to replace any necessary parts. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless-steel shafts will be inspected and straightened as necessary to ensure factory tolerances. Once approved, staff anticipates that the project should be complete within 120 business days, barring any unanticipated problems such as damaged or defective equipment or materials. The well will be inspected through a video to determine if additional cleaning will be required as part of the optional bid. It should be in operation before it is needed in the summer of 2024.

REQUESTED ACTION: City Council should accept the bid of and award a contract for the Linden Well Pump Rehabilitation Project to Specialty Pump Services, Inc., for a sum not to exceed the budget amount of \$192,240.00.

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and **SPECIALTY PUMP SERVICE, INC**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4712 S. Thor, Spokane, Washington, 99212, hereinafter referred to as the "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, the CONTRACTOR has been awarded the contract for the City of Coeur d'Alene Water Department's LINDEN WELL PUMP REHABILITATION in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

NOW, THEREFORE,

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

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this Contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the limits shall be at least those provided by Idaho Code § 6-924. Certificates of insurance providing at least thirty (30) days written notice to the CITY prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum not to exceed Seventy-seven Thousand Eight Hundred Twenty-five and no/100 Dollars (\$77,825.00), as hereinafter provided. Partial payment shall be made on or after the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) retainage. Final payment shall be made thirty (30) days after

completion of all work and acceptance by the City Council, provided that the CONTRACTOR has obtained from the Idaho State Tax Commission and submitted to the CITY a release of liability for taxes (Form 10-248-79). The CONTRACTOR agrees that if the Work is deemed deficient and not accepted by the CITY, the CITY may use all or part of the retainage to complete the Work if the CONTRACTOR fails, refuses, or is unable to complete the Work to the satisfaction of the CITY.

The CONTRACTOR shall complete all work and be ready for final acceptance within **ninety (120) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY. The CONTRACTOR shall complete all work necessary as set forth in the said plans and specifications described above within the above specified time frame.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of Five Hundred and no/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

IT IS FURTHER AGREED that the CONTRACTOR must employ at least ninety five percent (95%) bona fide Idaho residents as employees on any job under this Contract except where under this Contract fifty (50) or fewer persons are employed by the CONTRACTOR, in which case the CONTRACTOR may employ no more than ten percent (10%) nonresidents; Provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents of the state of Idaho in the performance of said work. (Idaho Code § 44-1002)

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

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

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

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

The term "CONTRACT DOCUMENTS" is defined in Section 2 of the Contract Documents, entitled, "Standard General Conditions of the Construction Contract.

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

The CONTRACTOR certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of People's Republic of China.

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

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

CITY:

CONTRACTOR:

CITY OF COEUR D'ALENE

By: _____
James Hammond, Mayor

By: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

(SEAL)

(SEAL)



LINDE WELL PUMP REHAB

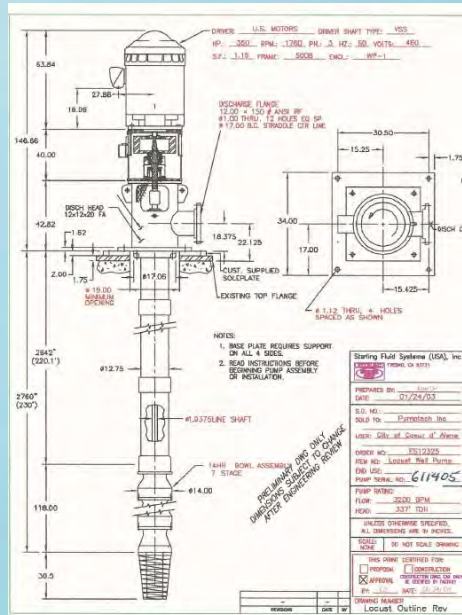
1418 N 1st St



DRILLING IINDEN WELL 1966



WHAT IS A WELL REHAB?



SPIDER, SHAFT & CASING



NEW HARDWARE IF NEEDED



Linden Well WELL PUMP REHAB



Linden WELL PUMP REHAB

Thank you!

