



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**

**January 8, 2024, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

## **AGENDA**

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

- Item 1 Request Approval of a Parking Agreement for 1717 N. 3<sup>rd</sup> Street to allow for expanded Professional office use of the structure. Senior Planner, Sean Holm.
  
- Item 2 Request Approval of a Sub-recipient Agreement with the Idaho Office of Emergency Management for a grant in the amount of \$160,508.00 (requiring a \$16,050.80 City match) for Fire Station 1 Generator upgrade. Deputy Chief Lucas Pichette, Fire Department.
  
- Item 3 Solids Building Improvements – Progress Update and Change Order #1. Capital Program Manager Mike Becker, Wastewater 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 WORK COMMITTEE  
STAFF REPORT**

**DATE:           JANUARY 8, 2024**

**FROM:          SEAN E. HOLM, SENIOR PLANNER**

**SUBJECT:      RECIPROCAL PARKING AGREEMENT FOR 1717 N. 3<sup>RD</sup> ST.**

=====

**DECISION POINT:** Should Council should approve a Parking Agreement for 1717 N. 3<sup>rd</sup> St. to allow for expanded Professional Office use of the structure?

**HISTORY:** A building permit was issued by the City in 2008 to allow the owner to construct a 3,720 sq. ft. two-story office building with substantial internal storage in the rear of the building. At the time, the business installed home electronics which is why so much area was dedicated to storage. Since storage use requires only approximately 1/3 the amount of parking otherwise required, the site as developed required only five (5) stalls. There is no room to add additional parking.

The new owners of the building have applied to convert a portion of the storage area into additional office space. However, this will require additional parking. As noted, there is not enough room to meet current parking standards for the proposed use. The Off Street Parking, Loading and Display Lot Regulations, Municipal Code Chapter 17.44, require one stall per 330 sq. ft. of floor space, which would prevent the new owners from converting the storage to office. The Regulations allow a property to have off-site parking with a parking agreement that guarantees the requisite number of spaces into the future.

**FINANCIAL ANALYSIS:** The City's only cost is to administer this parking agreement request. Administration involves periodic monitoring of the use of the building and enforcement as needed.

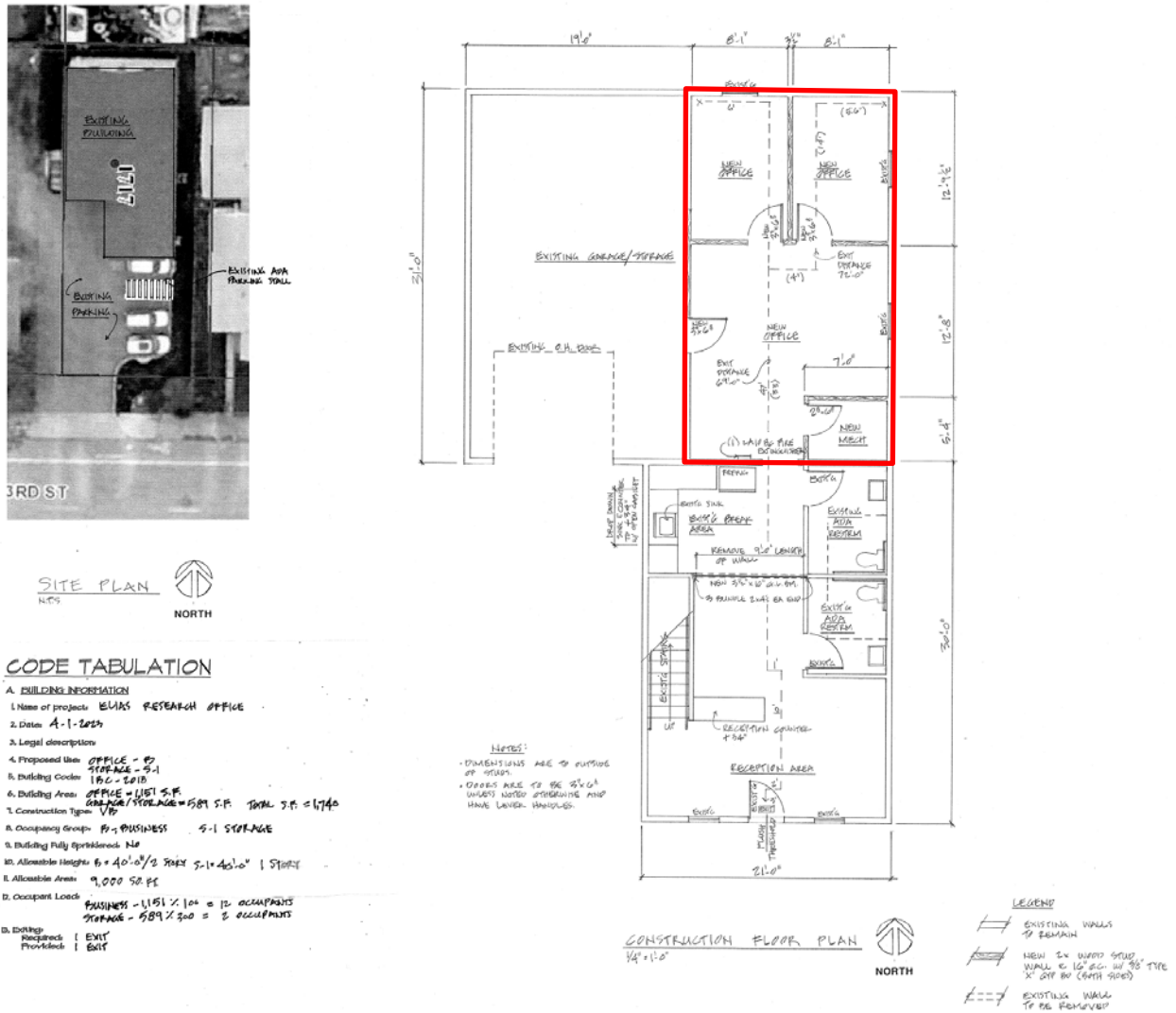
**PERFORMANCE ANALYSIS:** Per the attached proposed parking agreement, four (4) stalls to meet the parking requirement would be leased by the new owners of the subject property at 1717 N. 3<sup>rd</sup> St., d/b/a SurReal Trust, LLC, at 1719 N. 4<sup>th</sup> St., occupied by the business known as The Breakfast Nook.

City records indicate the Breakfast Nook building measures 2,547 sq. ft above grade. The Parking Regulations require Food & Beverage establishments (on-site consumption) to provide parking at a ratio of one (1) stall per 200 sq. ft. (1:200) necessitating thirteen (13) stalls for the restaurant. Staff review of existing parking stalls shows a minimum of forty (40) stalls on-site, which is sufficient to allow the neighbor to lease the proposed stalls.

**DECISION POINT/RECOMMENDATION:** Council should approve the Parking Agreement for 1717 N. 3<sup>rd</sup> St. to allow for expanded Professional Office use of the structure.



Proposed office space conversion (1<sup>st</sup> floor):



Breakfast Nook aerial photo showing sufficient reciprocal parking (daytime/daytime use):





## PARKING AGREEMENT

THIS PARKING AGREEMENT is made and entered into this 7<sup>th</sup> day of DECEMBER, 2023, by and between Paul A. Wiles (RoPaul Inc. dba The Breakfast Nook), hereinafter referred to as the "Grantor," and SurReal Trust/Elias Research Associates, LLC hereinafter referred to as the "Grantee."

WHEREAS, the Grantee is required by the Municipal Code to provide off-street parking for its customers, employees, and/or tenants; and

WHEREAS, the Grantor owns property used for civic, commercial, or service purposes within four hundred feet (400') of the Grantee's property, as measured according to Municipal Code § 17.44.250(B); and

[WHEREAS, the Grantor owns property used for wholesale or industrial purposes within five hundred feet (500') of the Grantee's property, as measured according to Municipal Code § 17.44.250(B); and]

WHEREAS, the Grantor's property is within a zoning district that permits public parking lots.

THEREFORE, for good and sufficient consideration in the form of mutual promises, covenants, and conditions, the parties agree as follows:

1. The Grantor shall lease to the Grantee (4) parking spaces on its property to satisfy the Grantee's off-street parking requirement.
2. The parties agree that the City of Coeur d'Alene is required to verify that the number of leased spaces is sufficient to comply with the requirements of the City of Coeur d'Alene Municipal Code.
3. The Grantor agrees that all such parking spaces will be maintained and reserved for the use of the Grantee for the duration of this Agreement.
4. Upon termination of this Agreement, the Grantee shall be required to provide off-street parking as required by the then-current Coeur d'Alene Municipal Code in any manner allowed by said Code.
5. The Grantee agrees to save, hold harmless, and indemnify the Grantor from any and all liability, loss, or damage that may arise from the use, maintenance, or operation of the Grantor's parking lot attributable to the negligence or other wrongful conduct of the Grantee, its customers, employees, tenants, and/or any other person acting by, through, or on behalf of the Grantee.

6. This Agreement can only be modified in a writing signed by parties hereto and approved by the City of Coeur d'Alene.

7. Any change in use of the Grantee's property could require an increase in required parking. The parties agree that the City shall be notified of any change in use of the Grantee's property and further agree that the Grantee shall be required to meet any parking requirement following a change in use.

8. The Grantee shall pay the Grantor for the use of the parking spaces. The lease payment due under this Agreement shall be \$100 per month, payable by the 5<sup>th</sup> day of each month.

9. The Grantee shall be responsible for performing all reasonable and necessary maintenance of the parking lot spaces subject to this Agreement; PROVIDED, however, that the Grantor shall be responsible for plowing snow on its parking lot, unless otherwise provided herein.

10. This Agreement may be terminated by either party upon sixty (60) days' advance written notice delivered to the other party by U.S. Mail, Return Receipt Requested, or by personal delivery. The parties agree that they will notify the City of Coeur d'Alene Planning Department if this Agreement is terminated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the day and year first above written.

GRANTOR:

Paul A. Wiles \_\_\_\_\_ (printed name)  
Owner \_\_\_\_\_ (title)

GRANTEE:

Phil Billingsley \_\_\_\_\_ (printed name)  
Co-Founder SurReal Trust \_\_\_\_\_ (title)

APPROVED BY:

By \_\_\_\_\_  
City of Coeur d'Alene



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

**DATE:**           **JANUARY 8, 2024**

**FROM:**          **LUCAS PICHETTE, DEPUTY CHIEF**

**RE:**             **APPROVE IDAHO OFFICE OF EMERGENCY MANAGEMENT GRANT**

---

**DECISION POINT:** Should the City Council approve a Sub-recipient Agreement with the Idaho Office of Emergency Management for a grant in the amount of \$160,508.00 (requiring a \$16,050.80 City match) for a Fire Department generator, and associated electrical work and construction?

**HISTORY:** Windstorm power outages have shown a weakness in our generator at Station 1. The existing generator does not produce enough emergency power for the needs of the station during emergency situations. Additionally, the wiring serving the existing generator will need extensive updating to meet the current needs.

**FINANCIAL ANALYSIS:** Matching funds of up to \$16,050.80 will be required if the full \$160,508.00 grant allocation is utilized. These funds are proposed to come from the general fund, either through an amendment to this year's budget or inclusion in next year's budget, depending upon the delivery date.

**PERFORMANCE ANALYSIS:** Emergency power in the Fire Stations is essential in order to receive, and respond quickly to, calls for service during power outage events.

**DECISION POINT/RECOMMENDATION:** Council should approve the Sub-recipient Agreement with IOEM for a grant in the amount of \$160,508.00, with a City match in the maximum amount of \$16,050.80.

# FIRE STATION I GENERATOR UPGRADE

---

IN REFERENCE TO REQUESTED APPROVAL OF SUB-RECIPIENT AGREEMENT FOR  
THE AMOUNT OF 160,508.00.

## CURRENT LOCATION OF STATION I GENERATOR

---





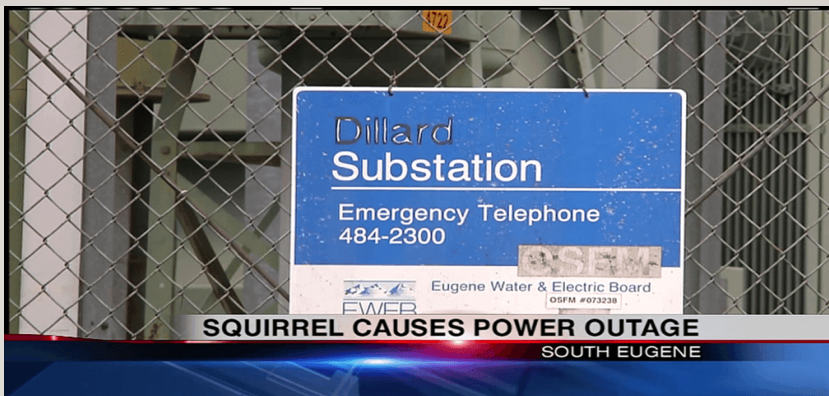
**CURRENT DIESEL GENERATOR CAPABLE OF PROVIDING 35 KW OF POWER TO THE STATION.**

---



**POWER OUTAGES DUE TO WINDSTORMS, LIGHTING AND OTHER POTENTIAL CAUSES HAVE SHOWN A WEAKNESS AT OUR DOWNTOWN FIRE STATION.**

---



THE ELECTRICAL PANELS AND SOME WIRING WILL NEED TO BE UPGRADED TO FACILITATE THE NEW GENERATOR.

---



THE NEW GENERATOR, YET TO BE DETERMINED, WILL HAVE INCREASED POWER OUTPUT AND WILL BE CHANGED TO NATURAL GAS.

---

- The current generator is only able to power the bay door, some outlets and a few interior lights.
- The proposed generator would provide power to the following:
  - In house radio and alerting.
  - Expanded lighting and outlets.
  - A portion of the kitchen.
  - Additional computers to finish reports.
  - This will also simplify and improve our electrical panels for the station.

# QUESTIONS?

---



**From:** [Cleverley Susan](#)  
**To:** [PALMER, ALISON](#)  
**Cc:** [IOEM Mitigation Grants](#); [IOEM Finance](#)  
**Subject:** amended award  
**Date:** Tuesday, November 28, 2023 12:17:32 PM

---

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Alison,

Good news! FEMA approved the budget change request due to high vendor quotes and increased the award to \$160,508 , federal share \$144,457.20, \$16,050.80 non-federal share.

Please look for an amended subaward document for signature.

Thanks,

*Susan Cleverley*, CFM

Mitigation Section Chief

Idaho Office of Emergency Management

208-258-6545

208-559-8478 cell





# Idaho Office of Emergency Management

## 2022 Subrecipient Agreement for Coeur d'Alene Fire Department

Federal Award Date  
March 15, 2023

<b>1. Subrecipient Name and Address</b>		<b>2. Prepared by:</b> Crooks, Julie	<b>3. Award Number:</b> 22NONE851
Coeur d'Alene Fire Department 300 Foster Coeur d'Alene, ID 83814		<b>4. Federal Grant Information</b>	
		<b>Federal Grant Title:</b>	4589 HMGP - Coeur d'Alene
		<b>Federal Grant Award Number/CFDA Number:</b>	4589DRIDP00000005 / 97.039
		<b>Federal Granting Agency:</b>	Grant Programs Directorate Federal Emergency Management Agency U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns	
<b>Subrecipient DUNS Number:</b> <b>Award Amount This Action:</b> \$76,571.16 <b>Subrecipient Match Amount:</b> \$8,507.91 <b>Total Award Amount:</b> \$85,079.07	<b>4589 HMGP - Coeur d'Alene</b> <b>Performance/ Budget Period:</b> Mar 15, 2023 through Mar 4, 2025

**6. Requirements:** This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the Project-Specific Programmatic Conditions of Approval and Standard Administrative Provisions for Hazard Mitigation Grant Program. This is a not a Research & Development Subaward. Subrecipients must give the Idaho Office of Emergency Management (IOEM), Department of Homeland Security (DHS) and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

The Subrecipient certifies that the Subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at <http://www.sam.gov>.

The Subrecipient certifies compliance with the 2CFR200 Subpart F – Audit Requirements and Idaho State Code 67-450B – Independent Financial Audits of Local Governmental Entities—Filing Requirements.

Acceptance of subaward certifies compliance with requirements detailed above.

7. Agency Approval	
<b>Approving IOEM Official:</b> <b>Brad Richy, Director</b> <b>Idaho Office of Emergency Management</b> <b>(208) 258-6501</b>	<b>Signature of IOEM Director:</b>  <b>Date:</b>

8. Subrecipient Acceptance	
I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.	
<b>Print name and title of Authorized Subrecipient official:</b> James Hammond, Mayor	<b>Signature of Authorized Subrecipient Official:</b> 

<b>9. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:</b>	<b>10. Date Signed :</b>
---	--------------------------

**11. DUE DATE:** 5/5/2023

Signed award and Direct Deposit Form (if applicable) must be returned to IOEM on or before the above due date.



***Project-Specific Programmatic Conditions of Approval***

***Project: 22NONE851, Coeur d'Alene Fire Department***

***Project-Specific Programmatic Conditions of Approval***

- The hazard mitigation advance assistance activities will not affect natural resources or the human environment.
- Subrecipients may not use the funds from this subaward to implement actions identified in the resulting mitigation project application.
- The result of the advance assistance-related activity developed through this grant must be consistent with the requirements in Hazard mitigation Assistance Guidance (015) Part II, Section K and Part VIII, Section A.12.
- Prior to the end of the Period of Performance, subrecipients must submit to the State their final application development documentation.

***Standard Administrative Provisions for Hazard Mitigation Grant Program (HMGP)***

***FEMA Region 10 – Updated September 8, 2021***

- The subrecipient agrees that all use of funds under this subaward will be in accordance with the Hazard Mitigation Assistance Unified Guidance in effect at the time of the Disaster Declaration, relevant HMGP guidance and policy memos and directives, as well as the HMGP regulations in 44 CFR 206.
- The recipient may receive payment in advance using the United States (U.S.) Department of Health and Human Services Payment Management System formerly known as SmartLink. The recipient may advance portions of the approved Federal share to the Sub-recipient provided the recipients maintain procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement to the Sub-recipient. Sub-recipients must comply with the same payment requirement as the recipient and must comply with the requirements specified in the recipient's subaward agreement.
- The subrecipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA/State/Tribe Agreement in effect for the subject Disaster Declaration.
- The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires recipients and subrecipients to report certain information about themselves and their first-tier subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010.
- The subrecipient must obtain prior approval from the State Hazard Mitigation Officer (SHMO) before implementing changes to the approved project Scope of Work (SOW). The SHMO must receive FEMA approval prior to a change in the SOW regardless of the budget implications. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget. The subrecipient must fully document cost overrun requests; the project must remain cost-effective, and funds must be available within the HMGP ceiling for said disaster.

- The subrecipient must notify their assigned SHMO as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion or substantially lower cost (for reallocation of funding).
- The subrecipient shall submit quarterly financial and progress reports thereafter until the grant ends. Reports are due on January 15, April 15, July 15, and October 15. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final financial and progress report is due 30 days after project completion or the end date of the performance period.
  - **Performance Report:** The subrecipient shall submit performance progress reports through the Idaho Grant Management System (IDGMS), by the 15<sup>th</sup> day after the end of each quarter. The narrative shall consist of a comparison of actual accomplishment to the approved activity objectives. The subrecipient shall submit quarterly performance reports thereafter until the subaward is closed. Reports are due January 15, April 15, July 15, and October 15. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subrecipient award under the Subrecipient Award.
  - **Final Reports:** The subrecipient shall submit a final financial and performance report 30 days upon project completion or the end date of the performance period.
- Unless otherwise approved by IOEM, the subrecipient must submit a closeout package with all financial, performance and other reports and required documentation within 30 days after subrecipient's notice of completion of the project, or expiration or termination of the project/subaward.
- For closeout of this project, the subrecipient shall send a letter of request to the SHMO to close the project programmatically and financially. The letter will include the following:
  - The date work on the project was fully completed;
  - The date of the subrecipient's final site inspection for the project;
  - The subrecipient shall submit a final total project cost and Federal share, any cost underrun, or overrun, including a Final Cost Line Item budget, to enable any closeout deobligation or obligation of additional funds in NEMIS;
  - Certification that reported costs were incurred in the performance of eligible work, and that the approved work was completed, or if not, an explanation as to the final status of the project and why the project was not completed;
  - Confirmation that the mitigation measure is in compliance with the provisions of the FEMA/State/Tribe Agreement and this approval letter;
  - A memo from the subrecipient addressing how each required environmental and special programmatic condition was met (including attachment of any required documentation);
  - Submittal of all required documentation relative to the specific project type, e.g. acquisition/demolition, or elevation, including all necessary data to close the project in the Property Site Inventory in FEMA's Hazard Mitigation Assistance grant systems.
- By acceptance of this subaward, the subrecipient agrees to abide by all laws and regulations required under the HMGP as outlined in 44 CFR 206.432 - .440, 44 CFR 80, 44 CFR 201, the Grants Management requirements contained in 44 CFR 13 and/or 2



CFR 200, and all applicable Federal, State, Tribal, or Local laws.

- Subrecipients who have been awarded Mitigation grants are reminded that 10% of the total grant award will be retained by IOEM pending completion of the final project inspection or FEMA's approval of plans. Once approved, the retained funds will be reimbursed and the grant closed.
- The subrecipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR 200.29. The cost-share requirement for this subaward is 75% federal and 25% non-federal.

### ***Standard Administrative Provisions for Hazard Mitigation Grant Program (HMGP)***

#### ***FEMA Region 10 – Updated September 8, 2021***

- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
- Sub-recipient is responsible for complying with Required Conditions Resulting from Environmental Review identified in the Environmental Report attached to this award package.
- Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act and other laws and Executive Orders.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and Federal Emergency Management Agency.
- Sub-recipient is responsible for determining the presence of hazardous materials prior to retrofit work. This may include, but not limited to, asbestos and lead-based paint. Sub-recipient shall identify, handle, transport, and dispose of hazardous materials and/or toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies, including competing required noticing.

#### **2022 DHS Standard Terms and Conditions**

The 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

#### **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).



By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

### **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, or personnel.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

### **Standard Terms & Conditions**

- I. **Acknowledgement of Federal Funding from DHS**  
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- II. **Activities Conducted Abroad**  
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- III. **Age Discrimination Act of 1975**  
Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- IV. **Americans with Disabilities Act of 1990**  
Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- V. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**  
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.
- VI. **Civil Rights Act of 1964 – Title VI**  
Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).
- VII. **Civil Rights Act of 1968**  
Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The



prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

- VIII. **Copyright**  
Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- IX. **Debarment and Suspension**  
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- X. **Drug-Free Workplace Regulations**  
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).
- XI. **Duplication of Benefits**  
Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**  
Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).
- XIII. **Energy Policy and Conservation Act**  
Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XIV. **False Claims Act and Program Fraud Civil Remedies**  
Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729- 3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)
- XV. **Federal Debt Status**  
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)
- XVI. **Federal Leadership on Reducing Text Messaging while Driving**  
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- XVII. **Fly America Act of 1974**  
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.
- XVIII. **Hotel and Motel Fire Safety Act of 1990**  
In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)
- XIX. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**  
Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-departmentsupported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- XX. **Lobbying Prohibitions**  
Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification



- XXI. **National Environmental Policy Act**  
Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- XXII. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**  
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faithbased organizations in individual DHS programs.
- XXIII. **Non-Supplanting Requirement**  
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- XXIV. **Notice of Funding Opportunity Requirements**  
All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- XXV. **Patents and Intellectual Property Rights**  
Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#) unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.
- XXVI. **Procurement of Recovered Materials**  
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962.](#)) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- XXVII. **Rehabilitation Act of 1973**  
Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794.](#)) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- XXVIII. **Reporting of Matters Related to Recipient Integrity and Performance**  
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- XXIX. **Reporting Subawards and Executive Compensation**  
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- XXX. **SAFECOM**  
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- XXXI. **Terrorist Financing**  
Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- XXXII. **Trafficking Victims Protection Act of 2000 (TVPA)**  
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- XXXIII. **Universal Identifier and System of Award Management**  
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- XXXIV. **USA PATRIOT Act of 2001**  
Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175-175c.



- XXXV. **Use of DHS Seal, Logo and Flags**  
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- XXXVI. **Whistleblower Protection Act**  
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).
- XXXVII. **Prior Approval for Modification of Approved Budget**  
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. Section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- XXXVIII. **Disposition of Equipment Acquired Under the Federal Award**  
When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
- XXXIX. **Acceptance of Post Award Changes**  
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.
- XL. **Environmental Planning and Historic Preservation (EHP) Review**  
DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
- XLI. **John S. McCain National Defense Authorization Act of Fiscal Year 2019**  
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the J S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
- XLII. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**  
Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest;



(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

XLIII. *Applicability of DHS Standard Terms and Conditions to Tribes*

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

XLIV. *Indirect Cost Rate*

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.



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

**DATE:** January 8, 2024  
**FROM:** Mike Becker, Capital Programs Manager, Wastewater Dept.  
**SUBJECT:** Solids Building Improvements – Progress Update & Change Order #1

**DECISION POINT:** Should City Council approve Change Order #1 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$224,305.92?

**HISTORY:** Change Order #1 is comprised of the following four (4) Change Proposal Requests (CPR):

No.	Description	Justification	CPR Price (\$)
001	Control Room Options. Submitted cost proposal for the option to include the double door, mini-split and exterior elevated slab	Control panel install and access of future dewatering equipment controls. Double Door, mini-split HVAC, 2nd floor concrete slab.	\$ 90,373.88
002	Caustic Line Replacement and Extension	Replacement of leaky caustic line added yard hydrants around SC 2 and SC 1	\$ 80,873.58
003	Hot Water Line Replacement.	Leaking nearly 600 GPD. Need heat for 3 buildings.	\$ 39,041.35
004	GEA Second (2nd) Centrifuge start-up	Temp start up. Diverter gate & MCC Panel 12 mo. delay. Return for 2nd start up after MCC is installed.	\$ 14,017.11

**Total: \$224,305.92**

**FINANCIAL ANALYSIS:** The following summarizes the financial breakdown for this project:

<b>Total Budgeted Amount:</b>	<b>\$ 6,450,000.00</b>
General Contractor's Total Bid:	\$ 5,441,903.00
Change Order #1	\$ 224,305.92
<b>Total Contract Amount to date:</b>	<b>\$ 5,666,208.92</b>

**PERFORMANCE ANALYSIS:** On May 2, 2023, City Council awarded this project to Apollo pursuant to Resolution No. 23-029. Despite numerous manufacturer, supplier, and shipping delays, on July 31, Apollo proceeded with the installation of the new centrifuge to ensure redundancy in the City's wastewater dewatering operations. Barring any unforeseen circumstances, we believe start-up of the centrifuge equipment will occur sometime near the end of February. Additional equipment is still on order and, when that equipment is received and installed, the centrifuge will operate slightly differently. At the request of the Wastewater Department, they have also started other work while we are waiting on electronic equipment and controls. Approval of this change order will increase the Total Project Amount \$5,666,208.92.

**DECISION POINT/RECOMMENDATION:** City Council should approve Change Order #1 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$224,305.92.



City of  
**Coeur d'Alene**  
IDAHO



# **CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT**

## **SOLIDS BUILDING IMPROVEMENTS**

### **CHANGE ORDER #1**



# NEW CENTRIFUGE



No.	Description	Justification	CPR Price (\$)
001	Control Room Options. Submitted cost proposal for the option to include the double door, mini-split and exterior elevated slab	Control panel install and access of future dewatering equipment controls. Double Door, mini-split HVAC, 2nd floor concrete slab.	\$ 90,373.88
002	Caustic Line Replacement and Extension	Replacement of leaky caustic line added yard hydrants around SC 2 and SC 1	\$ 80,873.58
003	Hot Water Line Replacement.	Leaking nearly 600 GPD. Need heat for 3 buildings.	\$ 39,041.35
004	GEA Second (2nd) Centrifuge start-up	Temp start up. Diverter gate & MCC Panel 12 mo. delay. Return for 2nd start up after MCC is installed.	\$ 14,017.11

**CHANGE ORDER #1 TOTAL:     \$224,305.92**





# PROJECT BREAKDOWN

<b>Total Budgeted Amount:</b>	<b>\$ 6,450,000.00</b>
General Contractor's Total Bid:	\$ 5,441,903.00
Change Order #1	\$ 224,305.92
<b>Total Contract Amount to date:</b>	<b>\$ 5,666,208.92</b>

# **STAFF'S RECOMMENDATION:**

**City Council should approve Change Order #1  
to the Solids Building Improvements Contract  
with Apollo, Inc., in the amount of  
\$224,305.92**

# QUESTIONS FOR STAFF?





# CHANGE ORDER NO.: 01

**Owner:** City of Coeur d' Alene  
**Engineer:** HDR Engineering  
**Contractor:** Apollo, Inc.  
**Project Name:** Solids Building Improvements

**Owner's Project No.:**  
**Engineer's Project No.:** 10249090  
**Contractor's Project No.:**

**Date Issued:** December 19, 2023

**Effective Date:** January 2, 2024

The Contract is modified as follows upon execution of this Change Order:

Costs associated with CPRs listed below. See attached backup.

<u>CPR</u>	<u>Description</u>	<u>Cost</u>	<u>Time</u>
001	Centrifuge Control Room Modifications	\$ 90,373.88	0 Days
002	Caustic Line Extension	\$ 80,873.58	0 Days
003	Hot Water Line Replacement	\$ 39,041.35	0 Days
004	GEA 2 <sup>nd</sup> Startup Trip	\$ 14,017.11	0 Days
CHANGE PROPOSAL REQUEST TOTAL		\$ 224,305.92	0 Days

<u>WCD</u>	<u>Description</u>	<u>Cost</u>	<u>Time</u>
None		\$ 0.00	None
WORK CHANGE DIRECTIVE TOTAL		\$ 0.00	None
CHANGE ORDER TOTAL		\$ 224,305.92	0 Days

Attachments:

CPR 001, CPR 002, CPR 003, CPR 004

<b>Change in Contract Price</b>	<b>Change in Contract Times (days)</b>
Original Contract Price: \$ <u>5,441,903.00</u>	Original Contract Times: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 0: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u>
Contract Price prior to this Change Order: \$ <u>5,441,903.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u>
[Increase] [Decrease] this Change Order: \$ <u>224,305.92</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u>
Contract Price incorporating this Change Order: \$ <u>5,666,208.92</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 26, 2024</u> Ready for final payment: <u>June 25, 2024</u>

**Recommended by Engineer**

**Accepted by Owner**

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

\_\_\_\_\_

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

\_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Accepted by Contractor**

**Accepted by Contractor**

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

\_\_\_\_\_

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

\_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_