



Coeur d'Alene CITY COUNCIL MEETING

April 18, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

Council Members McEvers, English, Evans, Gookin, Miller, Wood

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at **6:00 P.M.**
AGENDA

VISION STATEMENT

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.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item H - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

April 18, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: None scheduled

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time. [Action Item.](#)

E. PRESENTATION:

1. Arbor Day Proclamation: April 28, 2023

Accepted by: Nick Goodwin, Urban Forester

2. Fire Department Community Award

Presented by: EMS Officer Steven Jones

3. Fire Department Idaho State Time Sensitive Emergency Accreditation

Presented by: EMS Officer Steven Jones

F. ANNOUNCEMENTS

1. City Council
2. Mayor

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS, UNLESS NOTED OTHERWISE

- G. CONSENT CALENDAR:** Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.
1. Approval of Council Minutes for the April 4, 2023, Council Meeting.
 2. Approval of General Services/Public Works Committee Meeting Minutes for April 10, 2023.
 3. Approval of Bills as Submitted.
 4. Approval of Financial Report.
 5. Setting of General Services/Public Works Committee Meeting for April 24, 2023.
 6. **Resolution No. 23-025**
 - a. Approval of a Leading Idaho Subaward Agreement with Idaho DEQ for the East Sherman Stormwater Outfall Volume Reduction Project, Which Provides the City up to \$190,000 in State Funds.
 - b. Approval a Contract to Stewart Contracting, Inc., for the Construction of the 11th Street Stormwater project, in an Amount not to Exceed \$274,625.00.
 - c. Authorization for Staff to Seek Additional Funding in the Amount of \$668,000, Through the Leading Idaho Subaward Agreement with the Idaho DEQ, for the Independence Point Stormwater Outfall Volume Reduction Project.
 - d. Approval of a State/Local Agreement with the Idaho Transportation Department for the Rectangular Rapid Flashing Beacons (RRFB) Project.
 - e. Approve a Change Request by CORE Construction to Increase the Contract Amount by \$40,000.00 for Additional CMGC Pre-Construction Services Related to the Police Department Remodel/Expansion Project.

Recommended by the General Services/Public Works Committee

- H. PUBLIC COMMENTS: Non-action item** (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

I. ADJOURNMENT

This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5, and on Facebook live through the City's Facebook page.

PRESENTATIONS

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal; and

NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April 28th, 2023 as

“ARBOR DAY”

And I urge all citizens to join in the celebration of Arbor Day on Friday April 28th, 2023 and to support efforts to protect our trees and woodlands, and

Further I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 18th day of April, 2023.



James Hammond
James Hammond, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM

April 4, 2023

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on April 4, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

Dan English)	Members of Council Present
Woody McEvers)	
Amy Evans)	
Christie Wood)	
Kiki Miller)	
Dan Gookin)	Member of Council Absent

CALL TO ORDER: Mayor Hammond called the meeting to order.

INVOCATION: Reverend Terese Fandel with the Community of the Holy Spirit led the invocation.

PLEDGE OF ALLEGIANCE: Councilmember Wood led the pledge of allegiance.

PRESENTATIONS:

PROCLAIMING APRIL 1-7, 2023, THE WEEK OF THE YOUNG CHILD - Mayor Hammond read and presented the proclamation to Idaho AEYC Board Member Denise Ohrt. Ms. Ohrt thanked the Mayor and Council for the proclamation.

PROCLAIMING APRIL 15-22, 2023, INTERNATIONAL DARK-SKY WEEK - Mayor Hammond read and presented the proclamation to James Fillmore, International Dark Sky Association Delegate. Mr. Fillmore thanked the Mayor and Council for the proclamation and said it helped raise awareness, yet increased efforts were needed to preserve and protect night skies and encouraged the passage of lighting restrictions.

PROCLAIMING APRIL 2023 FAIR HOUSING MONTH – Mayor Hammond read and presented the proclamation to Jared McFarland, of the Coeur d'Alene Regional Realtors. Mr. McFarland accepted the proclamation and thanked the Mayor and Council.

PRESENTATION OF CONNECT KOOTENAI - Greta Gissel, Executive Director of Connect Kootenai, formerly CDA2030, thanked the Mayor and Council for the opportunity to provide an update on the work they have been doing in the community. She said Connect Kootenai was rebranded from CDA2030 as their efforts were county wide. She said they were a neutral connector and resource for organizations to partner with in order to help them in their efforts to cultivate ideas, make connections, or move actions forward. She said there were seven (7) focus areas which included Housing and Growth, Community and Identity, Education and Learning, Environment and Recreation, Growth and Development, Health and Safety, and Jobs and Economy. She said they had worked with organizations on 19 goals, 46 objectives, and 134 actions. She mentioned a few of the projects had included the Performing Arts Center Market and Feasibility Study, East Sherman District Revitalization Plan, Keep the Beat (FCPR, AED, and First Aid training), Vision for the Health Corridor, and the Our Gem Collaborative. She noted the City's Comprehensive Plan was created with CDA2030 and Connect Kootenai's priority focus, as conveyed as an action item in the City's Comprehensive Plan, was a focus on housing. She mentioned the City's state-mandated comprehensive plan update was a 27-month process and a joint effort with a multitude of volunteer hours. She said they were entrusted with the Regional Housing and Growth Issues Partnership (RHGIP) and held monthly housing and growth meetings and quarterly partnership synergy meetings. She mentioned Councilmember Kiki Miller had started RHGIP over two years ago and she hoped to match her passion on the housing issues. She noted they had developed a local worker housing toolkit which included cohousing, land trusts, deed restrictions, and tax incentives to list a few. She said they would like to hear from the City on which Comprehensive Plan action items they'd like to move forward. She thanked their valued supporting partners for helping Connect Kootenai create a better tomorrow.

DISCUSSION: Mayor Hammond said he looked forward to Connect Kootenai's continuing progress. Councilmember Miller asked how Ms. Gissel would like Council members to provide information, with Ms. Gissel responding they may send her information via email, or invited Council to attend their meetings on the 2nd and 4th Mondays at 3:00 p.m. Councilmember English said ignite cda had been involved in the Performing Arts Center Market and wondered what had happened to the project, with Ms. Gissel responding a feasibility study had been completed but the project didn't pencil out just yet. Councilmember Wood asked if there were there any discussions on rental units or was the focus solely on home purchasing? Ms. Gissel said rents had declined slightly and they would be completing another survey in May on current rents. Councilmember Wood said she would like to see a partnership explored between community leaders from the City, North Idaho College, School District 271, and Kootenai County in order to build workforce housing.

PRESENTATION BY THE TUBBS HILL FOUNDATION - George Sayler, Tubbs Hill Foundation Board member, thanked the Mayor and Council for the opportunity to provide an update on the activities of the Tubbs Hill Foundation. He played a short video <https://www.youtube.com/watch?v=3yjbi-YN1u8> on Tubbs Hill. He said the Tubbs Hill Foundation was formed in 1981, was a non-profit organization, and was committed to the preservation of Tubbs Hill in its natural state. He mentioned their annual report was available on their website at www.tubbshill.org. He said their meetings were held monthly on the 2nd Thursday at 10:00 am in the Library Community Room, and he encouraged everyone to attend their upcoming Town Hall meeting on April 20, at 7:00 p.m.

Mayor Hammond thanked Mr. Saylor for the presentation and update. Councilmember Wood mentioned most of the Foundation members were retirees and the work they did to preserve Tubbs Hill was labor intensive, and thanked them for their time and contributions.

Mayor Hammond requested the appointment of Bill Irving to the Pedestrian and Bicycle Advisory Committee.

MOTION: Motion by Evans, seconded by McEvers, to appoint Bill Irving to the Pedestrian and Bicycle Advisory Committee. **Motion carried.**

CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the March 21, 2023, Council Meeting.
2. Approval of General Services/Public Works Committee Meeting Minutes for March 27, 2023.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee Meeting for April 10, 2023.
5. Approval of the Outdoor Seating Permit for 505 Sherman Ave. Establishment: Rivaura Estate Vineyards and Winery. Owner: Reece Hewett.
6. **Resolution No. 23-021** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: WASTEWATER DEPARTMENT POLICY #720, RESIDENTIAL-LOW MONTHLY SEWER RATE QUALIFICATIONS; DECLARATION AS SURPLUS OF A 1999 GMC 6500, 2005 DODGE 1500, 2005 CHEVROLET, 2005 CHEVROLET, 1996 BANDIT WOOD CHIPPER, 1990 CHEVROLET 2500, 1990 GMC 2500, AND A 1991 KUBOTA L2250 TRACTOR FROM THE STREETS & ENGINEERING DEPARTMENT AND AUTHORIZING THE SALE OF THE SURPLUS VEHICLES AT AUCTION; AND AN AGREEMENT WITH COEUR D'ALENE PUBLIC GOLF CLUB, INC., FOR A STORMWATER FACILITIES EASEMENT.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-021**.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; McEvers Aye; English Aye. **Motion carried.**

PUBLIC COMMENTS:

Chet Gaede, Coeur d'Alene, said he attended the CDA2030 Envision CDA meetings. He noted they were told the goals of the committee were community involvement and implementation of the updated comprehensive plan. He thanked the Mayor and Council for supporting CDA2030 and listening to the citizens in the community.

Sarah McCracken, Coeur d'Alene, said she was a Board member of Connect Kootenai, and on behalf of the Board, she thanked Council for their ongoing support.

Justin O'Connell, Coeur d'Alene, said there were issues with affordable housing in the community.

Robert Knutson, Coeur d'Alene, said he would like additional information on the parameters of accepting and/or rejecting bids, and were there any impacts to other City services when City staff were completing work which was normally done by outside contractors?

Suzanne Knutson, Coeur d'Alene, said she appreciated having the consent calendar on the overhead projector. She requested the consent items be read out loud so that those which may have vision impairments or other disabilities would have a better opportunity to participate in Council meetings.

RESOLUTION NO. 23-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REJECTING ALL BIDS FOR THE REPLACEMENT OF THE LOWER BLACKWELL BOOSTER STATION.

STAFF REPORT: Terry Pickel, Superintendent of the Water Department requested that Council reject bids for the replacement of the Lower Blackwell Booster Station in favor of a redesign and partial in-house construction by the City prior to rebidding. He said the 2012 Water Department Comprehensive Plan Update identified areas of deficiencies within the existing public water system that would require future improvements and staff had been working through various projects in order to keep up with the City's extensive growth and water demand. He said one deficiency currently on the schedule for replacement was the existing Lower Blackwell Booster Station. He noted the station was originally constructed as part of a private water system that the City inherited in 1993. He said the station was undersized and sat on a very small lot that was not conducive for replacement with an appropriately-sized structure and related appurtenances. He mentioned it was coupled with the issue of a deteriorating transmission main running through a very steep residential lot with no existing easement, and it was determined it would be prudent to seek a better location. He said that through an agreement with a local developer, the Water Department acquired a suitably-sized lot and an easement for a new transmission main to supply Fairmont Loop and Lakeview Heights. He noted the transmission main had been installed, staff and the consultant finished design, and the proposed project had been bid. He said that per the consultant's recommendation during the budget process for the 2023 fiscal year's budget, an amount of \$1,400,000.00 was allotted with an anticipated cost of \$1,224,725.00 for station construction, and a fifteen percent (15%) contingency of \$183,709.00. He noted that during design, it was determined that costs were increasing due to supply chain issues and sharply rising costs of materials and labor, and would likely exceed the original budget. The engineer reevaluated the costs and set an estimate of \$1,600,000.00, plus the \$200,000.00 contingency. He mentioned construction would likely take two (2) fiscal years to complete. At the time, staff felt comfortable with moving forward with the bid and adjusting the 2024 FY budget to compensate. He said bids were opened on March 23, with the lowest responsive bid of \$1,996,538.00 by TML Construction, which was considerably higher than the estimated costs by the City's consultant. He said the Lower Blackwell Booster Station supplied water to approximately 88 residents on Fairmont Loop, Lake View Heights Drive, Riverwood Road and Jacobs Loop, and the majority of the customers

did not reside within the current City limits. He noted that given the total consumption for the Blackwell system for 2022, at current rates, it would take approximately 145 to 150 years for the City to break even on the return on investment (ROI), and although staff never expected to achieve an ROI, they did not anticipate such an exorbitant bid result. Therefore, staff's recommendation was to reject bids, redesign the station to better fit the topography, alter the site grades by terracing, have City crews complete some of the below ground piping as done with the Best Hill Booster, and rebid the project at a later date. He said by City staff completing the work, it was anticipated that the future bids could be brought back below the original budgeted amount. He noted with further repairs to the existing station, customer service should not be impacted by the delay. He requested City Council reject the bids for the replacement of the Lower Blackwell Booster Station in favor of redesign and partial in-house construction by City forces prior to rebidding which would amount to savings of approximately \$750,000.00.

DISCUSSION: Councilmember McEvers asked if the City was required to build the new booster station and was pre-fabricated materials looked at, with Mr. Pickel responding the City was required by law to provide water services to the location and that pre-fabricated panels were not considered safe for water station applications. Councilmember McEvers asked if the properties being served by the new booster station could be assessed a surcharge in order to pay for the upgrades, with Mr. Pickel responding it could be considered. Councilmember English asked City Attorney Randy Adams if the City could accept the bid and have City staff complete some of the work, with Mr. Adams responding it could be done yet the contractor would have to agree to the changes in the scope of work. He noted there was a set amount of time allowed to accept or reject the bid. Mayor Hammond suggested Council reject the bid as there may be problems down the road if the contractor was not in agreement with proposed changes to the scope of work and contract.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-022** – Rejecting All Bids for the Replacement of the Lower Blackwell Booster Station.

ROLL CALL: Evans Aye; Miller Aye; McEvers Aye; English No; Wood Aye. **Motion carried.**

RESOLUTION NO. 23-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING THE CONTRACT FOR THE 2023 CHIPSEAL PROJECT TO POE ASPHALT PAVING, INC., IN AN AMOUNT NOT TO EXCEED \$639,000.00.

STAFF REPORT: Todd Feusier, Superintendent of the Streets and Engineering Department requested Council award a contract for the 2023 Chipseal Project to Poe Asphalt Paving, Inc., as the low bidder. He said chipseal was a good way to preserve roads for up to ten (10) years. He noted preparations would begin in May, and that 80 miles of chipseal had been applied since 2016. He said ideally chipseal should be applied within two (2) years of new asphalt placement. He mentioned this year's chipseal project was advertised for bids in March, 2023, and identified the streets on the exhibited map which would be chip sealed in the current fiscal year. He said bids

were opened on March 15, and two (2) responsive bids were received from Road Products LLC, in the amount of \$729,680.00, and Poe Asphalt Paving, Inc., in the amount of \$639,000.00. He noted the overlay/chipseal program was a budgeted item, and to ensure pricing, the Notice of Award must be issued within 30 days, with construction likely to occur in late July. He asked Council to award the contract to Poe Asphalt Paving, Inc., in the amount of \$639,000.00.

DISCUSSION: Councilmember McEvers asked why the streets took such a beating, with Mr. Feusier responding that there were several factors involved such as; increased traffic, freezing night temps with daytime warming, drainage problems due to the swelling due to freezing and thawing, and sometimes the roads should have been built better. Councilmember Wood noted some of the targeted streets were fairly new and how were the streets prioritized for chipseal? Mr. Feusier said there was a rating system used by staff and that some roads had deteriorated prematurely as they were not built correctly, which is why they were now a priority. Councilmember Wood asked if the chipseal project was using the Lake District Urban Renewal District (URD) funds which had been returned to the City with the Lake District's closure, with Mr. Tymesen responding the project was budgeted in the Streets and Engineering Department and that the Lake URD funds were a part of the City's Fund Balance. Councilmember English asked if any improvements were planned for the Super 1 entrance off Kathleen Avenue at US-95, with Mr. Feusier responding Idaho Transportation Department (ITD) had the right-of-way and had decided not to place a median island, yet by law, the double yellow lines at the site indicated no turns. Mayor Hammond noted the City was behind on street maintenance and it was important to approve the contract as the roads needed attention, and the City would be making more of an effort to maintain them while they were still in decent shape.

MOTION: Motion by Evans, seconded by Wood, to approve **Resolution No. 23-023** – Awarding a Contract to Poe Asphalt and Paving, Inc., for the 2023 Chipseal Project in the amount of \$639,000.

ROLL CALL: Miller Aye; McEvers Aye; English Aye; Wood Aye; Evans Aye. **Motion carried.**

RESOLUTION NO. 23-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING THE RECORDING OF A LIEN IN THE AMOUNT OF \$16,500.00 AGAINST PROPERTY LOCATED AT 113 E. INDIANA AVENUE, COEUR D'ALENE, IDAHO, TO ENABLE THE CITY TO RECOVER THE COST OF ABATEMENT AND DEMOLITION OF A DANGEROUS BUIDLING ON SAID PROPERTY UPON THE SALE OF THE PROPERTY.

STAFF REPORT: Ted Lantzy, Building Official of the Building Department (Department) requested Council approve the filing of a lien against property located at 113 E. Indiana to ensure the cost of abatement and demolition fees were repaid to the City upon sale of the property. He said the building had been vacant for several years after the owner, who could no longer care for himself, was moved to a nursing home. He said that shortly after the owner left, transients began camping in the yard and later broke out several windows to gain entry into the residence. He noted Code Enforcement was contacted and the home temporarily secured. He said in April of 2021, the

Department received complaints from the neighboring daycare that bricks from the decaying chimney of the house were falling into their yard, and transients were again entering the building. Inspector Keith Clemans contacted the owner's sister Judy Poole about the safety issues, and Ms. Poole, who had power of attorney, hired a contractor to board up the broken windows and remove the chimney. He said the Department received calls again in January of 2023, that more windows were broken, transients were again entering the building, roof shingles were continually blowing into the neighboring daycare, and the large tarp which previously covered the roof had partially blown into the neighboring daycare. He said extensive damage was observed to the roof structure due to inadequate protection, and Inspector Clemans contacted Ms. Poole who informed him, she would not put any more money towards repair or maintenance of the home. Inspector Clemans informed her the City may have to tear the building down if the hazardous conditions were not taken care of, and she said she was not opposed to that solution. He said a notice to abate was filed with Kootenai County on February 3, 2023, and a copy of the notice was posted on the building and a copy sent to Ms. Poole with instructions for appealing the decision. He noted that in conversations with Ms. Poole, she indicated she had no wish to appeal and approved removal of the building. He said that once the allotted time for appeal had passed, staff contacted Cannon Hill, and Big Sky Construction for demolition quotes. He noted Cannon Hill's proposal came in at a reasonable price, they had an opening available, and the home was removed on March 13, 2023. He said the Uniform Code for the Abatement of Dangerous Buildings, adopted by the City in Municipal Code § 15.09.010, provided the process for demolishing a building and imposing a lien, and staff had followed the process. He mentioned the financial cost to the City was \$16,400 for asbestos testing, removal of the structure, cleaning the lot, capping water and sewer, and a \$100 abatement fee was charged for staff time. He noted the demolition of the structure improved the safety of the neighboring daycare and surrounding community, and eliminated the opportunity for transient habitation. He requested Council approve the filing of a lien against the property in the amount of \$16,500.00, which was related to the cost of abatement and demolition of a dangerous building.

DISCUSSION: Councilmember McEvers asked when there were problems with construction or foundation work, was there any responsibility on the builder/contractor to correct the issues? Mr. Lantzy said there were in some instances, yet many times the issues became apparent many years after construction. He noted hill site standards had improved since the 1990's. Councilmember English said the lien was a fair and appropriate option for the abatement and demolition of the property.

MOTION: Motion by English, seconded by McEvers, to approve **Resolution No. 23-024** – Authorizing the Filing of a \$16,500.00 Lien Against Property Located at 113 E. Indiana Avenue Relating to the Cost of Abatement and Demolition of a Dangerous Building.

ROLL CALL: McEvers Aye; English Aye; Wood Aye; Evans Aye; Miller Aye. **Motion carried.**

ADJOURNMENT: Motion by McEvers, seconded by Miller, that there being no other business this meeting be adjourned. All in favor. **Motion carried.**
The meeting adjourned at 7:47 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

DRAFT

April 10, 2023
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood (Absent)
Council Member Dan English
Council Member McEvers (Substitute for Wood)

STAFF

Juanita Knight, Senior Legal Assistant
Chris Bosley, City Engineer, Streets & Engineering Dept.
Captain Dave Hagar, Police Department
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Todd Feusier, Director, Streets & Engineering Department
Bill Greenwood, Director, Parks & Recreation Department

Item 1. Request Approval of a Leading Idaho Subaward Agreement with the Idaho Department of Environmental Quality (DEQ) for the East Sherman Stormwater Outfall Volume Reduction Project, Which Provides the City up to \$190,000.00 in State Funds.
(Consent Resolution)

Chris Bosley, City Engineer, Streets & Engineering Department, is requesting Council approve a Leading Idaho Subaward Agreement with the Idaho Department of Environmental Quality (DEQ) for \$190,000.00 for the East Sherman Stormwater Outfall Volume Reduction Project. Mr. Bosley explained in his staff report that in September of 2022, the City submitted an application to the DEQ for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d'Alene. The City was awarded funding for the East Sherman stormwater projects, totaling an estimated \$190,000.00 with no local match requirement. The projects will include engineering design and construction of a stormwater system that will reduce the amount of stormwater discharging to the outfall at I-90, which flows to Lake Coeur d'Alene through Fernan Creek. Mr. Bosley said staff will return to Council with a consultant contract for the design. Construction is expected to begin as early as Fall/Winter of this year.

MOTION: by McEvers, seconded by English, to recommend that Council approve a Leading Idaho Subaward Agreement with Idaho DEQ for the East Sherman Stormwater Outfall Volume Reduction Project, which provides the City up to \$190,000.00 in state funds. Motion Carried.

Item 2. Request Acceptance of Bid of and Award a Contract to Stewart Contracting, Inc., for the Construction of the 11th Street Stormwater Project, in an Amount not to Exceed \$274,625.00
(Consent Resolution)

Chris Bosley, City Engineer, Streets & Engineering Department, is requesting Council accept the bid of and award a contract to Stewart Contracting, Inc., for construction of the 11th Street Stormwater Project. Mr. Bosley explained in his staff report that in 2022, the City was awarded grant funding through the Idaho Department of Environmental Quality (DEQ) for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d'Alene. The City was awarded funding for three (3) separate stormwater projects. This project includes two of the three projects, totaling three (3) stormwater outfalls: 11th Street, Sanders Beach, and Mullan Ave. The lowest bid was submitted by Stewart

Contracting, Inc., in the amount of \$274,625.00. The funding is provided by the Leading Idaho Subaward Program. Construction will be completed spring/summer of 2023.

Councilmember McEvers asked how many acres this project is compared to the project that was done on Kathleen Avenue. Mr. Bosley said this project is much larger and is approximately 76 acres. Councilmember McEvers asked if milkcrate stormwater modules will be used as was used on the Kathleen project. Mr. Bosley said the consultant has come up with a new process which reduces the cost, instead of using the R-tanks(milkcrates) they will use drywells. The drywells will be used like the R-tanks by putting a sand/compost filter bed around them to help clean stormwater. Mr. Bosley added that most contractors in our area are familiar with drywells but not with R-tanks. By using drywells, they hope to get lower bids on the project.

MOTION: by English, seconded by McEvers, to recommend that Council accept the bid of and award a contract to Stewart Contracting, Inc., for the construction of the 11th Street Stormwater project, in an amount not to exceed \$274,625.00. Motion Carried.

Item 3. Request Approval for Staff to Seek Additional Funding in the Amount of \$668,000.00, through the Leading Idaho Subaward Agreement with the Idaho Department of Environmental Quality (DEQ), for the Independence Point Stormwater Outfall Volume Reduction Project (Consent Resolution)

Chris Bosley, City Engineer, Streets & Engineering Department, is requesting Council authorize staff to request an additional \$668,000.00 in funding from the Idaho Department of Environmental Quality (DEQ) for the Independence Point Stormwater Outfall Volume Reduction Project. Mr. Bosley explained in his staff report that in 2022, the City was awarded a grant through the DEQ for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d'Alene. The City was awarded funding for three (3) separate stormwater projects, with the Independence Point project estimated at \$350,000.00 with no local match requirement. The City contracted with Keller Associates to develop a conceptual design that would divert stormwater from the 131-acre area into stormwater treatment facilities. Due to high ground water elevations in the project area, the originally envisioned treatment method was determined not to be feasible. An alternative concept was developed which will treat approximately half of the original area but at an increased cost. The additional \$668,000.00 is expected to cover the design and construction cost for the reduced acreage. The intent is to complete as much as possible with the funding to create the biggest reduction in phosphorus discharging into the Lake.

Councilmember Evans asked Mr. Bosley if he feels confident that the additional \$668,000.00 will cover the project. Mr. Bosley said what they are working on is the northern half of the project and yes, they feel this will cover it.

Councilmember McEvers asked if the consultant fees are part of these project dollars. Mr. Bosley replied yes and that the consultant fee was funded by the original grant of \$350,000.00.

MOTION: by McEvers, seconded by English, to recommend that Council approve the request of staff to seek additional funding in the amount of \$668,000.00, through the Leading Idaho Subaward Agreement with the Idaho DEQ, for the Independence Point Stormwater Outfall Volume Reduction Project. Motion Carried.

**Item 4. Request Approval to Enter into a State/Local Agreement for the Rectangular Rapid Flashing Beacons (RRFB) Project.
(Consent Resolution)**

Chris Bosley, City Engineer, Streets & Engineering Department, is requesting Council approve a State/Local Agreement for funding from the Local Highway Safety Improvement Program (LHSIP) for the Rectangular Rapid Flashing Beacons (RRFB) Project. Mr. Bosley explained in his staff report that in January 2020, City Council approved an application for a LHSIP (Federal) grant, administered by the Local Highway Technical Assistance Council (LHTAC), to provide pedestrian safety improvements. The City was awarded the grant in April 2020, which will fund pedestrian safety improvements and ADA compliance at several critical locations throughout the City. Design was completed in 2022, and plans are ready for bidding by LHTAC. The state/local agreement is needed to begin the process and construction is anticipated for this year. The City's estimated match requirement for the LHSIP grant is \$63,564. Funding in the amount of \$45,000 has been included in the Streets & Engineering Department budget, with the remainder to come from impact fees. The resulting project would provide approximately \$698,000 in pedestrian safety improvements in Coeur d'Alene.

Councilmember McEvers asked if the grant funding will cover all of the project. Mr. Bosley said it he couldn't be sure until the project is bid and they see where the bids come in. However, the consultant did provide a bid estimate which shows it could be done for the budgeted amount, and the department has additional funding sources that could be contributed to the project if needed. Councilmember McEvers asked if the beacons are solar powered. Mr. Bosley said there is only one beacon near the hospital on Ironwood near Hwy-95 that is wired into electricity, and a couple of the solar powered beacons have needed new batteries this year, which are only good for 5-7 years.

Councilmember English asked if this funding opportunity will be available from year-to-year as more beacons will be needed around the City. Mr. Bosley said this funding comes up quite often so he will be looking for the next opportunity to apply. He added that a few years ago they had received a similar grant, purchased several of these beacons, and City staff installed them. He said this project goes a step further and has a contractor installing them.

MOTION: by English, seconded by McEvers, to recommend that Council Approve entering into a State/Local Agreement for the Rectangular Rapid Flashing Beacons (RRFB) Project. Motion Carried.

**Item 5. Request Approval of a Change Request by CORE Construction, to Increase the contract amount by \$40,000.00 for additional CMGC Pre-Construction services related to the Police Department remodel/expansion project.
(Consent Resolution)**

Captain Dave Hagar, Police Department, is requesting Council approve a change request from the Construction Manager/General Contractor (CMGC), CORE Construction, for an additional \$40,000.00 for pre-construction services. Captain Hagar explained in his staff report that the City engaged with CORE Construction in March of 2022 for CMGC Preconstruction Services and entered into a contract in July for \$40,000.00. For the past year CORE Construction has assisted with the selection of a design team, provided budget, schedule, and a constructability and feasibility analysis to assist in making crucial decisions assuring the project remains in budget by offering value engineering options as the design process has progressed. Their efforts have greatly

influenced the ability of the project to be completed within the approved budget and within the timelines of the ARPA funding. The initial timeline and cost of their preconstruction services have exceeded what was anticipated due to the ongoing value engineering they have been performing with the design consultant to ensure an in-budget project and, as a result, have expended the initial contracted amount of \$40,000.00. As the architect has offered layout and structural options during the design phase, CORE Construction has been immediately available to provide cost estimates and construction method options to provide the project team with accurate information to make cost effective design decisions. Captain Hagar added that even with this increase, the project is still projected to stay within the allotted budget.

Councilmember McEvers asked Captain Hagar if he feels like this project will stay within budget. Captain Hagar said every meeting they have on this project is started with 'we have to stay within budget.' If they have any hint they are going to go over budget they go a different route. He said he is determined that they will stay within budget.

Councilmember McEvers said he read over the Summary of Services provided by CORE Construction and asked why that work wasn't anticipated from the start of the project. Captain Hagar said some of it was anticipated but not to the full extent. He said they were told that the PD building was built to be expanded. However, it really wasn't. After the project began CORE Construction determined that trying to reclaim some of the indoor space will cost about twice the square foot amount as building new because of the structural engineering and beams. Therefore, they had to come in and figure out what could and could not be done with the existing building.

Councilmember McEvers asked if Council will see the final design before construction begins. Captain Hagar said they will send out a 3-D concept design/floorplan via a Heads Up when they reach that stage.

MOTION: by English, seconded by McEvers, to recommend that Council Approve a Change Request by CORE Construction to increase the contract amount by \$40,000.00 for Additional CMGC Pre-Construction Services Related to the Police Department Remodel/Expansion Project. Motion Carried.

Recording of the meeting can be found at:

The meeting adjourned at 12:25 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

FUND	BALANCE 2/28/2023	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/2023
<u>General-Designated</u>	\$4,287,495	\$13,490	\$1,665	\$4,299,320
<u>General-Undesignated</u>	17,043,997	31,909,266	35,484,935	13,468,328
<u>Special Revenue:</u>				
Library	575,371	17,270	153,609	439,032
CDBG	(16,865)	-	29,122	(45,987)
Cemetery	235,344	34,057	23,779	245,621
Parks Capital Improvements	1,996,023	64,656	18,419	2,042,260
Impact Fees	6,078,230	57,772	-	6,136,002
Annexation Fees	41,229	1,000,159	-	1,041,388
American Recovery Plan	8,454,589	-	-	8,454,589
Cemetery P/C	1,094,406	7,626	1,581	1,100,451
Jewett House	132,084	1,434	2,781	130,737
Reforestation	22,980	89	-	23,069
Street Trees	161,613	5,226	700	166,139
Community Canopy	2,766	11	403	2,374
Public Art Fund	69,252	268	2,500	67,020
Public Art Fund - ignite	449,367	1,741	1,799	449,309
Public Art Fund - Maintenance	124,500	482	20	124,962
<u>Debt Service:</u>				
2015 G.O. Bonds	622,183	8,409	-	630,592
<u>Capital Projects:</u>				
Street Projects	746,904	2,894	233,692	516,106
<u>Enterprise:</u>				
Street Lights	111,573	64,468	58,928	117,113
Water	3,169,141	523,486	877,090	2,815,537
Water Capitalization Fees	5,698,804	84,067	10,197	5,772,674
Wastewater	16,774,657	1,275,381	937,219	17,112,819
Wastewater - Equip Reserve	1,159,562	27,500	-	1,187,062
Wastewater - Capital Reserve	4,500,000	-	-	4,500,000
WWTP Capitalization Fees	3,656,211	145,815	-	3,802,026
WW Property Mgmt	55,403	34,570	30,000	59,973
Sanitation	1,548,292	582,529	593,775	1,537,046
Public Parking	763,648	35,715	83,207	716,156
Drainage	1,299,480	103,504	113,538	1,289,446
Wastewater Debt Service	652,864	2,529	-	655,393
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	223,452	274,172	223,878	273,747
Police Retirement	450,785	12,440	11,431	451,794
Sales Tax	2,555	2,958	2,555	2,958
BID	356,700	8,418	-	365,118
Homeless Trust Fund	507	618	507	618
GRAND TOTAL	<u><u>\$82,545,102</u></u>	<u><u>\$36,303,019</u></u>	<u><u>\$38,897,330</u></u>	<u><u>\$79,950,791</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



 Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2023	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$249,035	\$114,105	46%
	Services/Supplies	10,128	2,714	27%
Administration	Personnel Services	317,916	111,552	35%
	Services/Supplies	2,570	21	1%
Finance	Personnel Services	765,897	364,166	48%
	Services/Supplies	632,500	583,038	92%
Municipal Services	Personnel Services	1,469,170	614,564	42%
	Services/Supplies	1,531,715	910,231	59%
	Capital Outlay			
Human Resources	Personnel Services	366,503	162,563	44%
	Services/Supplies	85,918	50,380	59%
Legal	Personnel Services	1,225,988	568,777	46%
	Services/Supplies	135,450	11,540	9%
Planning	Personnel Services	697,216	323,200	46%
	Services/Supplies	62,050	18,340	30%
	Capital Outlay			
Building Maintenance	Personnel Services	320,137	148,186	46%
	Services/Supplies	284,500	142,767	50%
	Capital Outlay	90,000	39,579	44%
Police	Personnel Services	16,880,007	7,721,972	46%
	Services/Supplies	1,867,520	685,425	37%
	Capital Outlay	3,280,000	1,290,177	39%
Fire	Personnel Services	11,465,359	6,049,267	53%
	Services/Supplies	873,192	344,706	39%
	Capital Outlay	986,610	763,348	77%
General Government	Services/Supplies	626,300	608,665	97%
	Capital Outlay			
Police Grants	Personnel Services	84,594	38,432	45%
	Services/Supplies			
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		39,580	
	Capital Outlay			
Streets	Personnel Services	3,534,437	1,542,667	44%
	Services/Supplies	2,872,401	637,030	22%
	Capital Outlay	1,452,000	347,281	24%
Parks	Personnel Services	2,112,826	804,655	38%
	Services/Supplies	734,550	259,466	35%
	Capital Outlay	194,000	80,043	41%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2023	PERCENT EXPENDED
Recreation	Personnel Services	599,865	291,936	49%
	Services/Supplies	180,350	44,661	25%
	Capital Outlay	35,000	35,000	100%
Building Inspection	Personnel Services	1,019,158	484,521	48%
	Services/Supplies	42,078	10,763	26%
	Capital Outlay	62,000	60,742	98%
Total General Fund		<u>57,148,940</u>	<u>26,306,058</u>	<u>46%</u>
Library	Personnel Services	1,528,445	673,795	44%
	Services/Supplies	230,000	95,623	42%
	Capital Outlay	190,000	66,880	35%
CDBG	Personnel Services	79,894	36,430	46%
	Services/Supplies	700,349	83,190	12%
Cemetery	Personnel Services	224,911	84,943	38%
	Services/Supplies	138,800	47,769	34%
	Capital Outlay		1,650	
Impact Fees	Services/Supplies	554,446	7,170	1%
Annexation Fees	Services/Supplies	355,000	355,000	100%
Parks Capital Improvements	Capital Outlay	463,614	95,204	21%
Cemetery Perpetual Care	Services/Supplies	86,000	35,157	41%
Jewett House	Services/Supplies	139,700	41,862	30%
Reforestation	Services/Supplies	6,500	2,261	35%
Street Trees	Services/Supplies	112,000	11,708	10%
Community Canopy	Services/Supplies	1,500	403	27%
Public Art Fund	Services/Supplies	468,500	104,298	22%
		<u>5,279,659</u>	<u>1,743,344</u>	<u>33%</u>
Debt Service Fund		<u>880,083</u>	<u>25,926</u>	<u>3%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SIX MONTHS ENDED
March 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2023	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay		48,455	
Wilbur / Ramsey Signal	Capital Outlay	400,000		
Traffic Calming	Capital Outlay	65,064	(209)	0%
Kathleen Avenue Widening	Capital Outlay			
Ramsey Road Rehabilitation	Capital Outlay	588,000	14,265	2%
15th Street	Capital Outlay	49,900	49,813	100%
LHTAC Pedestrian Safety	Capital Outlay	605,000	37,353	6%
Atlas Waterfront Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay		217,908	
		<u>1,707,964</u>	<u>367,584</u>	<u>22%</u>
Street Lights	Services/Supplies	760,130	280,975	37%
Water	Personnel Services	2,777,800	1,089,997	39%
	Services/Supplies	5,399,475	1,008,822	19%
	Capital Outlay	6,149,400	1,021,301	17%
Water Capitalization Fees	Services/Supplies	3,850,000		
Wastewater	Personnel Services	3,216,082	1,401,697	44%
	Services/Supplies	8,477,348	2,031,640	24%
	Capital Outlay	8,532,000	990,294	12%
	Debt Service	3,513,441	322,420	9%
WW Capitalization	Services/Supplies	2,777,660		
WW Property Management	Services/Supplies		30,000	
Sanitation	Services/Supplies	5,520,365	2,210,803	40%
Public Parking	Services/Supplies	1,864,965	614,865	33%
	Capital Outlay			
Drainage	Personnel Services	243,712	114,681	47%
	Services/Supplies	1,046,146	170,715	16%
	Capital Outlay	1,215,000	396,221	33%
Total Enterprise Funds		<u>55,343,524</u>	<u>11,684,432</u>	<u>21%</u>
Kootenai County Solid Waste		3,110,000	1,282,477	41%
Police Retirement		196,454	69,218	35%
Business Improvement District		176,000		
Homeless Trust Fund		10,000	3,441	34%
Total Fiduciary Funds		<u>3,492,454</u>	<u>1,355,136</u>	<u>39%</u>
TOTALS:		<u>\$123,852,624</u>	<u>\$41,482,480</u>	<u>33%</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

**City of Coeur d Alene
Cash and Investments
3/31/2023**

Description	City's Balance
U.S. Bank	
Checking Account	4,650,155
Checking Account	90,540
Checking Account	79,397
Investment Account - Police Retirement	430,505
Investment Account - Cemetery Perpetual Care Fund	1,091,094
Idaho Central Credit Union	
Certificate of Deposit	1,001,386
Idaho State Investment Pool	
State Investment Pool Account	58,563,750
Spokane Teacher's Credit Union	
Certificate of Deposit	2,006,575
Numerica Credit Union	
Certificate of Deposit	2,006,549
Money Market	10,029,490
Cash on Hand	
Treasurer's Change Fund	1,350
Total	79,950,791

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

RESOLUTION NO. 23-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR THE FOLLOWING: APPROVAL OF AN AGREEMENT WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE EAST SHERMAN STORMWATER OUTFALL VOLUME REDUCTION PROJECT IN THE AMOUNT OF \$190,000.00; APPROVAL OF A CONTRACT WITH STEWART CONSTRUCTION, INC., FOR THE 11TH STREET STORMWATER PROJECT IN THE AMOUNT OF \$274,625.00; AUTHORIZATION TO SEEK ADDITIONAL FUNDING FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE INDEPENDENCE POINT STORMWATER OUTFALL VOLUME REDUCTION PROJECT IN THE AMOUNT OF \$668,000.00; APPROVAL OF AN AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE RECTANGULAR RAPID FLASHING BEACON PROJECT; AND APPROVAL OF A CONTRACT CHANGE REQUEST BY CORE CONSTRUCTION FOR PRECONSTRUCTION SERVICES FOR THE POLICE DEPARTMENT REMODEL/EXPANSION PROJECT IN THE AMOUNT OF \$40,000.00.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreements and take the other actions listed below, pursuant to the terms and conditions set forth in the agreements and other action documents attached hereto as Exhibits "A" through "E" and by reference made a part hereof as summarized as follows:

- A) A Leading Idaho Subaward Agreement with Idaho DEQ for the East Sherman Stormwater Outfall Volume Reduction Project, which provides the City up to \$190,000.00 in State funds.
- B) A Contract with Stewart Contracting, Inc., for the Construction of the 11th Street Stormwater project, in an amount not to exceed \$274,625.00.
- C) Authorize staff to seek Additional Funding in the amount of \$668,000.00 from the Idaho DEQ for the Independence Point Stormwater Outfall Volume Reduction Project.
- D) A State/Local Agreement with the Idaho Transportation Department for the Rectangular Rapid Flashing Beacons (RRFB) Project.
- E) A Change Request by CORE Construction to increase the contract for CMGC Pre-Construction Services Related to the Police Department Remodel/Expansion Project in the amount of \$40,000.00.

AND

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements and take the other actions;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "E" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other actions, so long as the substantive provisions of the agreements and the other actions remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreements and any other documents as may be required on behalf of the City.

DATED this 18th day of April, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

**PUBLIC WORKS/GENERAL SERVICES
STAFF REPORT**

DATE: APRIL 10, 2023

FROM: CHRIS BOSLEY – CITY ENGINEER

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

DECISION POINT:

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

HISTORY:

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

FINANCIAL ANALYSIS:

No local match is required for this project.

PERFORMANCE ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

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

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



Brad Little, Governor
Jess Byrne, Director

March 14, 2023

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

By Email: cbosley@cdaid.org

RE: DEQ Subaward #S796

Dear Mr. Feusier:

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

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

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

Sincerely,

Carrie Champlin
Contracts Manager

cc: #S776
Jamie Brunner, DEQ



DEQ Subaward Agreement

Subaward # S796

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

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

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

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

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

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

Method of Procurement

RFP Number

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

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

Subaward Amount	\$190,000.00
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Subaward

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

Federal Award Information

CFDA #: 21.027

Federal Awarding Agency:

Federal Award #:

Federal Award Name: ARPA WASTE

Total Amount of Federal Award to DEQ :

DEQ's Negotiated Indirect Cost Rate:

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this agreement.

AWARDING ENTITY IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.

Financial Officer

Signature	Title	Date
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SUBRECIPIENT: City of Coeur d'Alene

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

Subrecipient Mailing Address:

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

DEQ Contact:

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

Subrecipient Phone Number 208-769-2234

DEQ Phone Number 208-373-0502

Fiscal Codes - DEQ Use Only

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

PROGRAM SPECIFIC TERMS & CONDITIONS

Leading Idaho Subaward Program

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

I. INTRODUCTION

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

II. PROGRAM GUIDANCE & ELIGIBILITY REQUIREMENTS

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

III. PROJECT STATEMENT OF WORK

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

IV. PROJECT MANAGEMENT

a. Time of Performance:

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

b. Implementation Schedule:

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

c. Performance Monitoring:

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

d. Property Access:

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

V. PROJECT BUDGET

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

VI. BILLING PROCEDURES

a. Amount:

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

b. Requests:

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

Required Documentation and Reimbursements Requests:

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

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

c. Submission of Requests:

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

- DEQ Project Manager, Jamie Brunner at Jamie.Brunner@deq.idaho.gov
- DEQ Grants and Contracts Officer, Doug McRoberts at Douglas.Mcroberts@deq.idaho.gov
- accountsreceivable@deq.idaho.gov

VII. REPORTING REQUIREMENTS

a. Reports:

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

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

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

b. Report Submission:

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

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

I. GENERAL LIABILITY INSURANCE

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

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

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

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

II. RECORD RETENTION REQUIREMENTS & ACCESS

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

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

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

III. SUBAWARD CLOSEOUT INSTRUCTIONS

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

Acknowledgement of Federal Audit Requirements for Federal Subrecipients

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

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

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

Signature of Authorized Representative: _____ Date: _____

CONFLICT OF INTEREST CERTIFICATION

Subgrant #: S796

Subrecipient Name: City of Coeur d'Alene

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

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

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

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

Name: _____ Phone: _____

Title: _____

Please check one of the following:

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

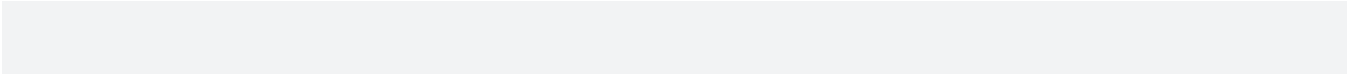
I certify that the information listed above is true, complete and accurate to the best of my knowledge, and that I am an Authorized Organizational Official for the subrecipient.

Signature: _____ Email: _____

Date: _____ Name: _____ Title: _____

*Questions? Contact DEQ Grants/Contracts Management Supervisor, Doug McRoberts
Ph: (208) 373-0497*

Email: Douglas.McRoberts@deq.idaho.gov



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

Please Sign and Return this Form with the Signed Agreement

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

SUBAWARD REPORTING

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

Subrecipient:

8. Printed Name and Title of Authorized Representative

9. Signature of Authorized Representative

10. Date

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

45 CFR Part 604 – New Restrictions on Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature

City of Coeur d'Alene

Title/Institution

ALERT

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

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

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



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

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

<p>1A. REPORTING PERIOD</p> <p>October 1, _____ – September 30, _____</p>	<p>1B. REPORT TYPE</p> <p><input type="checkbox"/> Annual <input type="checkbox"/> Final Report (Project completed)</p>												
<p>1C: Revision of a Prior Year Report? <input type="radio"/> No <input type="radio"/> Yes</p> <p>If yes, what reporting period is being revised and briefly describe the changes made. Note: The revised report will replace the associated original report in its entirety.</p>													
<p>2A. RECIPIENT UNIQUE ENTITY IDENTIFIER</p>													
<p>2B. RECIPIENT REPORTING CONTACT</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>													
<p>3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) (For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.)</p>													
<p>4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.)</p> <p><input type="checkbox"/></p>													
<p>4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%; text-align: center;">Construction</th> <th style="width: 20%; text-align: center;">Non-Construction</th> <th style="width: 30%; text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>Total Procurement:</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td>MBE/WBE Combined Procurement:</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> </tbody> </table>			Construction	Non-Construction	Total	Total Procurement:	\$ _____	\$ _____	\$ _____	MBE/WBE Combined Procurement:	\$ _____	\$ _____	\$ _____
	Construction	Non-Construction	Total										
Total Procurement:	\$ _____	\$ _____	\$ _____										
MBE/WBE Combined Procurement:	\$ _____	\$ _____	\$ _____										
<p>5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321.</p> <p><input type="checkbox"/> Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.</p> <p><input type="checkbox"/> No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.</p>	<p>5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.</p> <p><input type="checkbox"/> No MBE/WBE(s) applied <input type="checkbox"/> No MBE/WBE(s) were qualified</p> <p><input type="checkbox"/> Other: _____</p>												
<p>6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE</p>	<p>TITLE</p>												
<p>7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE</p>	<p>DATE</p>												

Instructions:

A. General Instructions:

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

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

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

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

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

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

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

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

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

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

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

B. Submission:

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

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

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

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

C. Instructions:

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

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

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

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

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

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

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

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

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

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

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

5A. Self-explanatory.

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

6. Self-explanatory.

7. Self-explanatory.

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



2021/2022 Leading Idaho Project Statement of Work

Project Name: East Sherman Stormwater Outfall Volume Reduction Date: 02/27/2023

Project Sponsor

Organization Name:	City of Coeur d'Alene
Organization Phone:	(208) 769-2219
Organization Email:	cbosley@cdaid.org
Organization Address:	710 E. Mullan Ave
City:	Coeur d'Alene
State:	ID
Postal Code:	83814
Org. Fiscal Year End (mo/day)	9/30
Duns #	63905418
Tax ID #	826000176
Prof. Liability #, Provider, Exp.	42A02034100122; ICRMP; 9/30/2023
Work Comp # , Provider, Exp.	21800; State Insurance Fund; 10/1/2023
Project Admin:	Chris Bosley
Name with Signing Authority:	Todd Feusier
Project Field Officer:	Kim Harrington
Field Officer Phone:	(208) 769-2214

Project Location

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

This project consists of approximately 12 acres of urban area, composed of a mix of commercial and residential properties. Stormwater from this area discharges from an outfall into Fernan Creek, which enters Lake Coeur d'Alene approximately 0.8 miles south of the outfall and drainage area.

Project Description

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

The goal of the project is to divert stormwater into a storage/treatment facility rather than directly to Fernan Creek. The facility will be designed to hold and treat most stormwater events, capturing the majority of stormwater pollutants, including phosphorus. The outfall will remain in place so that larger stormwater events can bypass the facility once it exceeds the design capacity. The goal will be to capture the 25-year storm event, depending on available area to place the facility.

Project Description Continued ...

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

Pollutant Load Reduction

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

Because this project area is composed of large amount of resid properties, it is expected that the phosphorus load is significant. The Minnesota Stormwater Manual estimates that total phosphorus in stormwater from residential areas is typically 1-3 lb/ac/yr which equates to 11-35 pounds of total phosphorus per year for the 12-acre project area. By diverting the flow from this outfall, virtually the entire phosphorus load calculated would be a reduction.

Budget Category Narrative

Provide a budget narrative to the following budget categories:

Personnel

Travel

Supplies

Equipment

Contractual

A consultant will be selected to design the project. \$40,000 is estimated for design fees. A contractor will be selected through the bidding process to construct the project. \$150,000 is estimated for construction. A total of \$190,000 is being requested for this project.

Other

Project Tasks and Work Plan with Budget Justification and Schedule

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

Task 1

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

A consultant will be selected from the City's on-call list to design the project. A contract will be presented to City Council for approval on March 21, 2023.

Task 2

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

The consultant will develop conceptual drawings and present them to the City for review. Comments will be provided defining any necessary revisions.

Task 3

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

The consultant will revise any necessary items and finalize the construction drawings, delivering a bid package to the City.

Task 4

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

The project will be advertised for two weeks to receive bids from contractors to perform the work.

Task 5

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

Bids will be opened and a contract with the low bidder will be presented to City Council for approval.

Task 6

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

The project is expected to begin construction in the fall, when dryer weather can be expected. Construction will likely take less than 30 days, but contingency is planned for weather.

Budget Category Definitions and Requirements

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

**PUBLIC WORKS/GENERAL SERVICES
STAFF REPORT**

DATE: APRIL 10, 2023

FROM: CHRIS BOSLEY – CITY ENGINEER

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

DECISION POINT:

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

HISTORY:

In 2022, the City of Coeur d’Alene was awarded grant funding through the Idaho Department of Environmental Quality (DEQ) for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d’Alene. The City was awarded funding for three (3) separate stormwater projects. This project includes two of the three (3) projects, totaling three (3) stormwater outfalls: 11th Street, Sanders Beach, and Mullan Ave. The lowest bid was submitted by Stewart Contracting, Inc., in the amount of \$274,625.00. The funding is provided by the Leading Idaho Subaward Program. Construction will be completed spring/summer of 2023.

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

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

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
11th STREET STORMWATER PROJECT
CONTRACT**

THIS CONTRACT is made and entered into this 18th day of April, 2023, between the CITY OF COEUR D'ALENE , Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "CITY," and STEWART CONTRACTING, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 202 S. Division, Pinehurst Idaho, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

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

City of Coeur d'Alene – 11th Street Stormwater Project

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

NOW, THEREFORE,

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

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

The CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CONTRACTOR shall indemnify the CITY against any loss resulting to the CITY from such failure, either by way of compensation or additional

premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Idaho Worker's Compensation Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

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

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed \$274,625.00, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

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

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

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code § 44-1002).

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

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

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

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

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

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

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

11. The Contractor is an appropriately licensed public works contractor per Idaho Code § 54-1902.
12. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

In addition, Contractor certifies as follows:

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

The "CONTRACT DOCUMENTS" consist of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).

- 6. Drawings listed on the attached sheet index.
- 7. Addenda (inclusive)
- 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

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

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

CITY:
CITY OF COEUR D'ALENE

CONTRACTOR:
STEWART CONTRACTING, INC.

By: _____
James Hammond, Mayor

By: _____
Greg Stewart, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

**PUBLIC WORKS/GENERAL SERVICES
STAFF REPORT**

DATE: APRIL 10, 2023

FROM: CHRIS BOSLEY – CITY ENGINEER

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

DECISION POINT:

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

HISTORY:

In 2022, the City of Coeur d’Alene was awarded a grant through DEQ for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d’Alene. The City was awarded funding for three (3) separate stormwater projects, with the Independence Point project estimated at \$350,000.00 with no local match requirement. The City contracted with Keller Associates to develop a conceptual design that would divert stormwater from the 131-acre area into stormwater treatment facilities. Due to high ground water elevations in the project area, the originally envisioned treatment method was determined not to be feasible. An alternative concept was developed which will treat approximately half of the original area but at an increased cost. The additional \$668,000.00 is expected to cover the design and construction cost for the reduced acreage. The intent is to complete as much as possible with the funding to create the biggest reduction in phosphorus discharging into the Lake.

FINANCIAL ANALYSIS:

No local match is required for this project.

PERFORMANCE ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

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

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



Brad Little, Governor
Jess Byrne, Director

April 11, 2023

Todd Feusier
City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene ID 83814
By Email Transmission: tesmec@hotmail.com

RE: S719-01 – Amendment 01

Dear Mr. Feusier:

I have enclosed one proposed amendment to the original of the DEQ Subaward (#S719) between the City of Coeur d'Alene and the Idaho Department of Environmental Quality (DEQ). The purpose of the amendment is to extend the subaward and revise the agreement.

Upon acceptance of the terms and conditions of this subaward, please return the entire signed copy of the subaward to me at carrie.champlin@deq.idaho.gov.

If you have any questions or concerns regarding this subaward, please contact Project Officer Jamie Brunner at jamie.brunner@deq.idaho.gov, or Contracts Manager Carrie Champlin at carrie.champlin@deq.idaho.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Carrie Champlin".

Carrie Champlin
Contracts Manager

cc: Content Manager: 2022AIE13
Jamie Brunner, DEQ

(1cc Enclosure)
(1cc Enclosure)



DEQ Subaward Amendment

Subaward # S719 Amendment # 01 Date 04/11/2023

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

Tax Identification # 826000176 DUNS # 063905418 UEINumber

Original Subaward Effective Date 2/2/2022 Original Subaward Amount \$695,000.00

Professional Liability Policy # 41A02034100121 Policy Expiration Date 9/30/2022

Check indicates Exempt/Government Agency

Worker's Compensation Policy # 21800 Policy Expiration Date 9/30/2022

If exempt from Worker's Comp, note the reason:

Check indicates Worker's Compensation paid by DEQ

This Subaward Amendment is entered into by the State of Idaho, Department of Environmental Quality, hereinafter referred to as the DEPARTMENT, and **City of Coeur d'Alene** hereinafter referred to as the SUBRECIPIENT.

The additional services/provisions/deliverables are described as follows:

This amendment is to extend the subaward and revise the agreement

Amount of Amendment	\$668,000.00	Previous Expiration Date	1/19/2024
Total Subaward Amount	\$1,363,000.00	Amended Expiration Date	6/30/2024

THIS AGREEMENT is an amendment of the original subaward between the Subrecipient and the Department.

WHEREAS, the Department desires to amend the original subaward; and

WHEREAS, the Subrecipient is legally authorized to enter into this Agreement by power granted by Title 29, Chapter 1 of the Idaho Code; and

WHEREAS, the Subrecipient has been determined qualified and available to continue the provision of services for the time period covered by this Agreement; and

The parties hereby agree that all other provisions of the original subaward, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

Effective December 26, 2014, 2 CFR Parts 200 and 1500 supersede any previous federal administrative regulations pertaining to this agreement. The subrecipient must comply with Uniform Administrative Requirements found at 2 CFR 200 and 1500, with Cost Principles found at 2 CFR 200 Subpart E, and with Audit Requirements found at 2 CFR 200 Subpart F (The new \$750,000+ threshold and other new audit requirements apply to audits of non-Federal entity fiscal years beginning on or after 12/26/2014).

IN WITNESS WHEREOF, the Department and the Subrecipient have executed this Agreement.

SUBRECIPIENT

STATE OF IDAHO

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Rob Sepich
Title: Financial Officer
 Department of Environmental Quality
Date: _____

Mailing Address:

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

DEQ Contact:

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

Phone Number: 2087692234

Phone Number: 208-373-0410

Fiscal Codes - DEQ Use Only

PID	OBS	CA	SubObj	WP	BE	%	Grant	GT Begin	GT End
CLAC	1003	12282	7611	000NPR	00	100	91004P 00	7/1/2000	



2021/2022 Leading Idaho Project Statement of Work

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

Project Sponsor

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

Project Location

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

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

Project Description

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

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

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

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

Project Description Continued ...

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

[Empty text area for project description]

Pollutant Load Reduction

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

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

Project Tasks and Work Plan with Budget Justification and Schedule

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

Task 1

Task Name: Sanders Beach Design

Start Date: 02/01/2022

Task Description and Deliverables (1,500 character maximum)

End Date: 03/01/2023

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

Task 2

Task Name: Sanders Beach Implementation

Start Date: 03/01/2023

Task Description and Deliverables (1,500 character maximum)

End Date: 07/01/2023

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

Task 3

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

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

Task 4

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

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

Task 5

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

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

Task 6

Task Name:

Start Date:

Task Description and Deliverables (1,500 character maximum)

End Date:

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

Budget Summary

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

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

Estimated Total Project Funding

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

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

Enter all sources of match:

Match Source	Match Type	Match Amount
City of Coeur d'Alene	cash (Sanders Design)	\$ 50,000.00

Budget Category Definitions and Requirements

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

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

DATE: APRIL 10, 2023

FROM: CHRIS BOSLEY – CITY ENGINEER

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

DECISION POINT:

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

HISTORY:

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

FINANCIAL ANALYSIS:

The City's estimated match requirement for the LHSIP grant is \$63,564.00. Funding in the amount of \$45,000.00 has been included in the Streets & Engineering Department budget, with the remainder to come from impact fees. The resulting project would provide approximately \$698,000.00 in pedestrian safety improvements in Coeur d'Alene.

PERFORMANCE ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

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

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

PARTIES

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

PURPOSE

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

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

The Parties agree as follows:

SECTION I. GENERAL

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

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated July 7, 2021.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

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

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

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

SECTION III. That the Sponsor shall:

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

*State/Local Agreement (Construction)
Rectangular Rapid Flashing Beacon
Key No. 22874
Page No. 4
Exhibit "D"*

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

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

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

rr:22874 SLA CN

*State/Local Agreement (Construction)
Rectangular Rapid Flashing Beacon
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WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

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

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

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

ADJUSTMENTS

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

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

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

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

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

EXHIBIT B

Construction Inspection, Sampling and Testing Services

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

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

The work required by this project is as follows:

I. Construction Administration

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

The Sponsor shall:

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

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

II. Survey Control

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

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

III. Project Inspection

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

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

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

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

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

The Sponsor shall:

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

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

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

IV. Material Testing

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

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

The Sponsor shall:

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

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

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

V. Project Closeout

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

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

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

DATE: **APRIL 10, 2023**

FROM: **DAVE HAGAR**

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

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

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

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

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

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



7150 Cascade Valley Ct.
Las Vegas, NV 89128

T 702.794.0550
F 702.794.0953

Change in Services Request

April 4, 2023

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

Project Police Department Headquarters Remodel and Expansion

Dear Capt. Hagar,

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

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

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

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


Chris Laux
Director | Preconstruction
CORE Construction | West

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

www.coreconstruction.com
0006144A

Summary of Services provided between April 2022 and March 2023

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

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



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