



Coeur d'Alene

CITY COUNCIL MEETING

January 19, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
JANUARY 5, 2010**

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 Hall January 5, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bleom Mayor

A. J. Al Hassell, III)	Members of Council Present
John Bruning)	
Loren Ron Edinger)	
Deanna Goodlander)	
Woody McEvers)	
Mike Kennedy)	

CALL TO ORDER: The meeting was called to order by Mayor Bloem.

INVOCATION: The invocation was led by Pastor Ron Hunter, Church of the Nazarene.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman McEvers.

PRESENTATION: PATRIOT AWARD - IDAHO NATIONAL GUARD

EMPLOYER RECOGNITION: Firefighter Josh Hoston and U.S. Department of Defense Jerry Morrison presented Chief Gabriel and the City with a Patriot Award certificate expressing their appreciation for the City's support in allowing Josh to serve in the Idaho National Guard and still retain his position as a firefighter.

PUBLIC COMMENTS:

Cheryl (no last name or address given) questioned how the Council could be sworn in tonight. Deputy City Attorney Warren Wilson responded that although there was a request from Jim Brannon for a Temporary Restraining Order to prevent the Council from being installed the judge ruled that the request did not show irreparable harm in installing the council and that in fact the City has an affirmative duty to install the Council tonight.

Major John Chamness, 2680 Marceille Dr., expressed his thanks to the Mayor and Council for all their help and support in creating the Kroc Center. He believes that the Mayor and Council do not receive enough credit for the great things they have done for this community.

Joe Kunka 932 E. Homestead congratulated the Mayor and Council for their being elected.

CONSENT CALENDAR: Motion by Hassell, seconded by Kennedy to approve the Consent Calendar with the removal of Item 3 – Resolution 10-001.

1. Approval of minutes for December 15, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, January 11th at 2:30 and 4:00 p.m. respectively.
3. ~~RESOLUTION 10-001: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING AWARD OF CONSTRUCTION CONTRACT FOR WWTP PHASE 5B AND AGREEMENT WITH HDR ENGINEERING FOR CONSTRUCTION ENGINEERING SERVICES FOR WWTP PHASE 5B~~
4. Approval of beer/wine/liquor license for Lakeside Food Mart d/b/a Qwik Stop at 508 NW Blvd.
5. Approval of beer/wine license transfers for Casa DeOro at 4456 W. Cherry Lane and for Top of China Restaurant at 757 W. Appleyway
6. Approval of Downtown Horse Drawn carriage rides on Saturday, February 13th from 10 a.m. to 3 p.m.
7. Approval of cemetery lot repurchase from Barbara Cash.

ROLL CALL: Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

COUNCIL ANNOUNCEMENTS:

COUNCILMAN MCEVERS: Councilman McEvers expressed how it has been an honor to work with this Council and looks forward to the coming four years. He expressed his feelings regarding the recent lawsuits that were filed and yet feels good in being sworn in tonight.

COUNCILMAN EDINGER: Councilman Edinger congratulated the Idaho Vandals and Boise State football teams for both winning bowl games.

APPOINTMENTS – SIGN BOARD; URBAN FORESTRY COMMITTEE; PARKS AND RECREATION COMMISSION; PARKING COMMISSION: Motion by McEvers, seconded by Bruning to re-appoint Steve Piscitello and Eric Childress to the Sign Board, re-appoint Anneke Conaway, Bob Hallock, Bruce Martinek, and Keith Jones to the Urban Forestry Committee; re-appoint Dave Patzer, Jim Lien, and Mike McDowell to the Parks and Recreation Commission, and; appoint Steve Adams to the Parking Commission. Motion carried.

ADMINISTRATOR'S REPORT: Deputy City Administrator Jon Ingalls congratulated the Mayor and re-elected Councilmembers. He announced that a Government Way Improvement Project is being planned and invited the public to an informational meeting on Jan. 12th from 4 to 7 pm. in the Library Community Room. The next KMPO Public

Transportation Roundtable is schedule for Friday Jan. 8 at the ITD District 1 office on Prairie Avenue at 8:30 a.m. and noted that the public is invited. He announced the various activities occurring at the Library and noted that information regarding the upcoming activities can be viewed on their web site www.cdalibrary.org. He reminded citizens that although it may not appear so, Winter is here and to prepare themselves by making sure their cars and snow blowers are ready and noted that the Street Maintenance Department provides information on the City's web site as well as KVNI radio regarding snowplowing activities.

OATHS OF OFFICE: City Clerk Susan Weathers administered the oath of office to the re-elected Mayor Sandi Bloem and then the incoming City Council - re-elected Councilmen Mike Kennedy, Woody McEvers and Deanna Goodlander. She noted that this is an historic event as Mayor Sandi Bloem is the first individual to have been elected for three consecutive terms as Mayor.

ROLL CALL: Mayor Bloem asked for a roll call of the new Council.

ELECTION OF COUNCIL PRESIDENT: Motion by Kennedy, seconded by McEvers to elect Loren Ron Edinger as Council President. Motion carried.

Councilman Kennedy noted that the current City Council has two previous mayors serving on it which brings a wealth of knowledge to this Council.

COMMITTEE APPOINTMENTS: Mayor Bloem appointed Councilman Kennedy as Chairman of the General Services Committee and Councilmen Edinger and Bruning as committee members. Mayor Bloem appointed Councilman Hassell as Chairman of the Public Works Committee with Councilmen McEvers and Goodlander serving as committee members.

Department Liaison assignments as follows:

Councilman Edinger:	Fire Dept. and Streets Maintenance Dept.
Councilman Hassell:	Wastewater Dept. and Human Resources Dept.
Councilman McEvers:	Municipal Services Dept., Planning Dept. and Water Dept.
Councilman Kennedy:	Legal Dept., Finance Dept. and Engineering Dept.
Councilman Goodlander:	Building Dept. and Library
Councilman Bruning:	Parks Dept. Recreation Dept. and Police Dept.

Committee appointments were as follows:

Councilman Edinger: Enough is Enough; Tubbs Hill Foundation; Parks Foundation; Sick Leave Bank

Councilman Hassell: LCDC; KMPO

Councilman McEvers: Parking Commission; CDA TV; EMS; Basin Commission

Councilman Kennedy: Legislative; Affordable Housing and 10-year Plan to End Homelessness

Councilman Goodlander: LCDC; Arts Commission; Panhandle Area Council

Councilman Bruning: Parks & Recreation; Bicycle/Pedestrian; Kootenai Perspectives; Centennial Trail/Joint Powers Board

COUNCILMAN GOODLANDER: Councilman Goodlander expressed her appreciation of being able to serve another four years and believes with the knowledge of the Mayor, Council and Staff that our city will be a leader in our State.

COUNCLMAN MCEVERS: Councilman McEvers thanked his wife for her help in supporting him in serving as a City Councilman.

COUNCILMAN HASSELL: Councilman Hassell commented that without City staff his job would be much more difficult.

COUNCILMAN KENNEDY: Councilman Kennedy expressed his appreciation for his family's support as well as friends and family who are a reminder of why he does this.

COUNCILMAN EDINGER: Councilman Edinger stated that is has been his pleasure to serve with Mayor Bloem and the Council for the past four years and although he has served with several mayors and councils over the years, he cherishes serving with this Mayor and Council as they are working for all citizens.

COUNCILMAN BRUNING: Councilman Bruning thanked the Mayor and Council for all the help including staff in learning his role as Councilman.

EXECUTIVE SESSION Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 SUBSECTION F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement.

ROLL CALL: Bruning, aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, aye; McEvers, Aye. Motion carried.

The Council entered into Executive Session at 6:45 p.m. Members present were the Mayor, City Council, City Administrator, and City Attorney.

Matters discussed were those of pending litigation.

No action was taken and the Council returned to regular session as 7:10 p.m.

ADJOURNMENT: Motion by Bruning, seconded by McEvers to recess this meeting to

January 13, 2010 at 12:00 noon in the former Council Chambers in City Hall. Motion carried. (NOTE: The time of this workshop was changed to 11:00 a.m. after the Council meeting recessed.)

The meeting recessed at 7:10 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

NOTES OF A COEUR D'ALENE CITY COUNCIL WORKSHOP
HELD ON JANUARY 13, 2010 IN THE CITY HALL COUNCIL CHAMBERS
AT 11:00 A.M.

The City Council met in a continued session of the City Council on January 13, 2010 at 11:00 a.m. in the City Council Chambers, there being present a quorum

Sandi Bloem, Mayor

A. J. Hassell III)	Members of Council Present
John Bruning)	
Mike Kennedy)	
Loren Edinger)	
Woody McEvers)	
Deanna Goodlander)	

STAFF PRESENT: Wendy Hague, City Administrator; Jon Ingalls, Deputy City Administrator; Susan Weathers, City Clerk; Mike Gridley, City Attorney; Warren Wilson, Deputy City Attorney; Captain Steve Childers, Lt. Bill McLeod, Connie Carter – Police Dept.; Wes Somerton, Deputy City Attorney; Judy House, Legal Dept.; Troy Tymesen, Finance Director.

CALL TO ORDER: Mayor Bloem called the workshop to order.

WORKSHOP – AMENDMENTS TO THE ANIMAL CONTROL REGULATIONS: Deputy City Attorney Warren Wilson presented proposed amendments to the existing animal control regulations. He reviewed the process that has resulted in the amendments being proposed today including classification of dangerous dogs and feeding deer. He reviewed the proposed definitions for dangerous dogs, aggressive dogs, and vicious dogs. He explained the rationale for the fee structure for dogs. He noted that additions to the code include repeat offenders and feeding wild animals. He listed the various agencies that have provided input into the proposed amendments.

He then reviewed the following issues that still need to be addressed:

1. Does Council want to keep the Animal Control Advisory Board or have “dangerous dog” hearings be heard by Council, staff, or hearing officer?
2. Does Council want to change the make up of the Animal Control Board (Humane Society, citizens at large)?
3. Does the Council want a hearing officer to hear appeals from animal citations?
4. Does the Council want to ban owning large snakes?
5. Does the Council want to require treatment providers to report on dog bites?
6. Does the Council want to prohibit abandoning pets as veterinary offices?
7. Does the Council want to prohibit giving away diseased animals?

Councilman McEvers asked the difference between an aggressive dog and a dangerous dog. Warren explained that the difference between aggressive and dangerous is that a dangerous dog is a dog that bites which results in some serious injuries. He then explained the different requirements for maintaining a dangerous dogs vs. aggressive dogs.

Councilman McEvers asked about “bunnies”. Warren explained the different requirements between a wild bunny and a domestic bunny. Councilman Edinger noted that when the city annexed Indian Meadows, the residents had chickens, rabbits, goats, horses and that they were grandfathered in. Warren responded that domestic fowl and livestock are prohibited in the current code except for R-1 zones.

Councilman Bruning recalled that when the Planning Commission tried to address animals, bee keepers voiced their concern. Mr. Wilson responded that insects are not addressed in this code.

Mr. Wilson responded that 4-H projects which include domestic fowl or livestock are prohibited in the City. Councilman McEvers asked if there was some way to make an exception for 4-H projects. Mr. Wilson responded that the Council would need to draw a line of where they would permit such animals – apartments vs. R-3 zoning.

Councilman Edinger inquired about cats. Mr. Wilson responded that there are no plans to license cats.

Councilman Hassell believes that within the city the problem is more the number of animals an owner keeps rather than the type of the animal. Mr. Wilson responded that there is no limitation of the animals you can keep except for dogs which basically requires that if you have more than 4 dogs older than 6 months of age you are required to maintain a residential kennel permit.

Councilman Goodlander asked how we are going to enforce these new restrictions. Mr. Wilson responded that although they are delineating the difference types of at-risk dogs it does not affect the number of calls currently being received – it just provides 3 different distinctions of aggressive, dangerous and vicious dogs.

Councilman Kennedy recalled that when the Council first discussed dangerous dogs, other cities had required a larger insurance policy. Mr. Wilson explained that basically if you require insurance you are essentially saying you cannot own the dog because you cannot obtain insurance for a dangerous dog.

Councilman Kennedy, in regard to cats, has heard from several people that whatever the City is doing it is not working. Mr. Wilson commented that the two main complaints are that a neighbor’s cat poops in their yard and feral cats. With regard to feral cats some communities basically catch, neuter, and release feral cats. Captain Steve Childers had spoken with Spokane Animal Control about cats and one of the things they were doing is requiring a cat to be license or “chipped” but did not prohibit the cat from running at

large. He added that with licensing it makes it easier to return cats to their owners. On the other hand, licensing was a hit or miss proposition and enforcement is a concern. He noted that the Kootenai Humane Society has a volunteer group who collects feral cats and relocates them to outlying areas.

Councilman Kennedy asked if we could regulate someone owns more than four cats that they obtain a kennel license. Mr. Wilson stated that in that case we would need to require licensing of cats so you can confirm who the cats truly belongs especially for outside cats.

Councilman Edinger commented that you can currently see several cats running loose in the City.

Councilman Hassell would like to see the regulations have a limit on the number of pets a household can have. Councilman McEvers responded by saying he has a concern restricting the number of pets especially for those who are responsible pet owners, no matter the number.

Councilman Bruning questioned service animals, companion animals and pets and asked why we have not defined these differences. Mr. Wilson explained why we do not have these definitions spelled out in the proposed regulations.

Councilman Edinger asked about limiting the number of animals. Mr. Wilson responded that there is not a prohibition on the number of animals but rather only requirements for those who maintain more than 4 dogs.

Councilman Goodlander asked about the Animal Control Board vs. a hearing officer. Mr. Wilson commented that with a hearing officer do you want to do just vicious dog designations or all animal citations and also the issue if we have a budget to hire a hearing officer. Councilman McEvers asked with the new regulations if it will create more opportunities for a Board to hear appeals? Captain Childers reported that approximately 360 citations were issued last year with about half of them being paid and he explained the process for citations, impound costs, and Kootenai Humane Society's costs.

Captain Childers believes that a hearing officer is the better route to go. Deputy Attorney Somerton believes that it would be more cost effective for the city to hear these appeals in house versus going through the court. Councilman Goodlander asked if staff can further review the issue of a hearings examiner and bring back the most efficient way to hear appeals.

Motion by Goodlander, seconded by Edinger referred to staff the first three issues (listed above) and to include the Noise Abatement Board in regard to a hearing examiner and to bring back a recommendation to the General Services Committee. Motion carried.

Regarding prohibiting owning large snakes, Councilman Goodlander does not feel it is necessary in light that the proposed code prohibits snakes on public rights-of-way or public property. Mr. Wilson also noted that the city is not equipped for the impoundment of snakes.

Referencing page 22 of the proposed code amendments, Councilman McEvers voiced his concern of only posting impounded animals at the Police Station and not the City's web site. Mr. Wilson responded that he believes that since Animal Control is housed at the Police Station it would be easiest to post the notice there. He would not recommend mandating posting to the web site.

Motion by Hassell seconded, by Goodlander to bring the proposed revisions to G.S. at tge same time as staff's recommendation on the issue of a hearing officer. Motion carried. Councilman Edinger voiced his opposition to prohibiting feeding deer.

ADJOURNMENT: Motion by Kennedy, seconded by Goodlander that there being no further business, this meeting is adjourned. Motion carried.

The workshop adjourned at 12:35 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 10-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING AWARD OF CONSTRUCTION CONTRACT TO CONTRACTORS NORTHWEST, INC. FOR WWTP PHASE 5B; AGREEMENT WITH HDR ENGINEERING FOR CONSTRUCTION ENGINEERING SERVICES FOR WWTP PHASE 5B; FINAL CHANGE ORDER NO. 2 WITH CAMERON, REILLY, LLC FOR THE NEIDER AVE. / HOWARD STREET EXTENSION PROJECT; RIGHT-OF-WAY PURCHASE AGREEMENT WITH KEITH – WILSON, LLC FOR HOWARD STREET EXTENSION; EXTENSION FOR COMPLETION OF ANNEXATION AGREEMENT WITH NIC FOR THE EDUCATION CORRIDOR PROPERTY; AMENDMENT NO. 1 TO THE ANNEXATION AGREEMENT WITH WESTERN PROPERTY MANAGEMENT, LLC; CHANGE ORDER NO'S 1 – 5 WITH SAFCO, INC. FOR THE 4TH STREET IMPROVEMENT PROJECT; AND AGREEMENT FOR MAINTENANCE / WARRANTY OF SUBDIVISION WORK WITH MDM CONSTRUCTION, INC. FOR HAWK'S NEST 4TH ADDITION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 8" and by reference made a part hereof as summarized as follows:

- 1) Award of Construction Contract to Contractors Northwest, Inc. for WWTP Phase 5B;
- 2) Agreement with HDR Engineering for Construction Engineering Services for WWTP Phase 5B;
- 3) Final Change Order No. 2 with Cameron, Reilly, LLC for the Neider Ave. / Howard Street Extension project;
- 4) Right-of-Way Purchase Agreement with Keith – Wilson, LLC for Howard Street Extension;
- 5) Extension for Completion of Annexation Agreement with NIC for the Education Corridor Property;
- 6) Amendment No. 1 to the Annexation Agreement with Western Property Management, LLC;
- 7) Change Order No's 1 – 5 with Safco, Inc. for the 4th Street Improvement Project;
- 8) Agreement for Maintenance / Warranty of Subdivision Work with MDM Construction, Inc. for Hawk's Nest 4th Addition;

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 or 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 or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 8" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 19th day of January, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY	Voted _____
COUNCIL MEMBER GOODLANDER	Voted _____
COUNCIL MEMBER BRUNING	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER HASSELL	Voted _____

_____ was absent. Motion _____.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 21, 2009
FROM: David E. Shults, Capital Program Manager
SUBJECT: Award of Construction Contract for WWTP Phase 5B

=====

DECISION POINT:

The City Council is requested to approve the agreement with Contractors Northwest, Inc. for construction of WWTP Phase 5B for a total cost of \$10,632,100 with the condition that the costs of the agreement are determined to be eligible for loan funding from Idaho Department of Environmental Quality.

HISTORY:

The Phase 5B Wastewater Treatment Plant Upgrade and Expansion project is one of several outlined in the recently approved Wastewater Treatment Plant Facility Plan Amendment that is intended to assure reliable and continuous treatment for the community. The planned improvements will provide additional digester capacity for treatment of the biosolids portion of the City’s wastewater, and will provide additional building space for administration, laboratory, and collections division operations. Plans and specifications were developed by HDR Engineering; contractor prequalification was conducted; and seven contractors responded to the City’s advertisement for bids. The bids ranged from a low of \$10,632,100 to a high of \$14,735,000. The engineer prepared a cost estimate range, with \$13,520,000 representing the high end of the range. The City accepted a low interest loan from the Idaho Department of Environmental Quality to provide most of the funding for the project. Judicial confirmation of the City’s authority to enter into debt for these necessary project improvements has been granted. HDR Engineering and City staff determined that the low bid from Contractors Northwest is the lowest responsive bid from a qualified contractor. DEQ must review the City’s procurement process and award decision to allow their determination of loan eligibility.

FINANCIAL ANALYSIS:

Phase 5B Construction Cost Estimate

City Admin Expenses	10,000
Equipment Prepurchase	125,000
Construction Engineering and Inspection	1,999,478
Construction	10,632,100
Contingency 5%	638,329
<u>Total Phase 5B construction project cost</u>	<u>13,404,907</u>

Funding: Construction of Phase 5B is a two year project partially funded by a loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$ 1,200,000 cash reserves in the City’s Wastewater Fund. The current City budget for this first year in FY 09/10 is \$8,514,436.

DISCUSSION:

The low bid from Contractors Northwest is lower than anticipated, and provides a unique opportunity for the community to obtain necessary improvements for a very competitive price in the current difficult economic climate. Funding of the project through the American Resource Recovery Act program also allows very low financing costs, and promotes use of American manufactured components, and also

requires payment of prevailing wages to the workers on the job. The 20-month project includes construction of a new digester, digester control building, digester gas handling building, an administration and lab building, a collection division operations maintenance garage, an additional rotary screen thickener, improvements to the existing operator control center, and improvements to the odor control system. The buildings are designed to be architecturally pleasing and similar in style to the latest new buildings constructed in Phase 4B. The new facilities are necessary for the utility to provide sufficient space and processes according to the multi-year facility plan to meet existing and future discharge permit requirements.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve the agreement with Contractors Northwest, Inc. for construction of WWTP Phase 5B for a total cost of \$10,632,100 with the condition that the costs of the agreement are determined to be eligible for loan funding from Idaho Department of Environmental Quality.

des1373

SECTION 00500
AGREEMENT

THIS AGREEMENT, made and entered into this **19th day of January, 2010**, 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 **CONTRACTORS NORTHWEST, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of **Washington**, with its principal place of business at **P.O. Box 6300, Coeur d'Alene, ID 83816**, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for: **Phase 5B Solids Processing Improvements**, according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "**Phase 5B Solids Processing Improvements**" and are incorporated herein by reference.

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

The **CONTRACTOR** shall comply with Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), as it may be amended by funding agency waivers as published in the Federal Register, which specifies that all iron, steel, and manufactured goods used in the project are produced in the United States.

The **CONTRACTOR** shall report an estimate of jobs directly created and retained by this contract. A job created is a new position created and filled or an existing vacant or unfilled position that is filled as a result of the work associated with all Bid Items except Bid Item No. 3; a job retained is an existing position that would not have continued to be filled were it not for all Bid Items except Bid Item No. 3. A specific example calculation is provided in section 5.3 of the Office of Management and Budget (OMB) guidance (M-09-21, page 35). The estimate of the number of jobs should be expressed as "full time equivalents" (FTEs). The Contractor shall also describe the types of jobs created or retained and provide a narrative description of the employment impact per OMB guidance (M-09-21).

The **CONTRACTOR** and subcontractors shall pay wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). **CONTRACTOR** and subcontractors must obtain wage rate determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to ARRA funds. If there is any need to determine worker classification, it is

incumbent on the **CONTRACTOR** to seek and receive clarification from the Department of Labor.

The **CONTRACTOR** shall make efforts to award sub-agreements to Minority and Women-owned businesses (MBE/WBE) and document efforts to obtain MBE/WBE participation if the **CONTRACTOR** fails to attain the goal of 1 percent (1%) MBE participation and 1 percent (1%) WBE participation. Semi-annual reports of MBE/WBE utilization will be required of the **CONTRACTOR** and are to be prepared on standard forms supplied by the State of Idaho Department of Environmental Quality (reference Section 0900 of the Project Manual).

The **CONTRACTOR** shall employ appropriate means to prevent accidents and shall save the city harmless from all claims for injury to person or property resulting from the **CONTRACTOR'S** actions or omissions in performance of this agreement. The **CONTRACTOR** shall purchase and maintain insurance of the type and 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 policies shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workers' 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 Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, the sum of **\$10,632,100.00**, as hereinafter provided. 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 **CITY** has obtained from the Idaho State Tax Commission a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

The **CONTRACTOR** shall be substantially complete with Bid Item No. 2 – Administration/Laboratory Building and Bid Item No. 3 – Collections Maintenance Garage, as defined in Section 00310 and Section 01014, within **three hundred sixty-five (365) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

The **CONTRACTOR** shall be substantially complete with all other work (Bid Items No. 1, 4, 5, 6, 7 and 8) as defined in Section 00310 and Section 01014, within **five hundred fifty (550) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

The **CONTRACTOR** shall complete all work within **five hundred ninety (590) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above times allowed, the **CONTRACTOR** shall pay to the **CITY** or have withheld from moneys due, **liquidated damages** at the rate of **\$500.00** per calendar day, for each calendar day beyond each established milestone date (cumulative), which sums shall not be construed as a penalty.

The **CONTRACTOR** shall submit applications for payment in accordance with the General Conditions.

The **CONTRACTOR** further agrees: In consideration of securing the business of constructing the work 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.

The **CONTRACTOR** further agrees: All "Model Contract Clauses" include in Section 00900 – Idaho State Wastewater Revolving Fund (SRF) Specifications Insert shall be included in their entirety by reference in this Agreement, complete, and that any content clause that may be in conflict with the provisions of the "Model Contract Clauses" shall be superseded by the "Model Contract Clauses".

The **CONTRACTOR** acknowledges to and for the benefit of the **City of Coeur d'Alene, Idaho** ("**CITY**") and the **State of Idaho** (the "**STATE**") that it understands the goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 (ARRA) (or are being made available for a project being funded with monies made available by the federal ARRA) and such law contains provisions commonly known as "Buy American"; that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the **CONTRACTOR** pursuant to this Agreement. The

CONTRACTOR hereby represents and warrants to and for the benefit of the **CITY** and the **STATE** that (a) the **CONTRACTOR** has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the **CONTRACTOR** will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the **CITY** or **STATE**. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the **CONTRACTOR** shall permit the **CITY** or **STATE** to recover as damages against the **CONTRACTOR** any loss, expense or cost (including without limitation attorney's fees) incurred by the **CITY** or **STATE** resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the **STATE** or any damages owed to the **STATE** by the **CITY**). While the **CONTRACTOR** has no direct contractual privity with the **STATE**, as a lender to the **CITY**, for the funding of its project, the **CITY** and the **CONTRACTOR** agree that the **STATE** is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the **STATE**.

For the faithful performance of this agreement in accordance with the Contract Documents 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 terms "Project Manual" and "Contract Documents" are defined in Section 00700 of the Project Manual, entitled "Standard General Conditions of the Construction Contract".

THIS AGREEMENT, 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, the City Clerk has affixed the seal of said city hereto, and the **CONTRACTOR** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

**CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
CONTRACTORS NORTHWEST, INC.**

By: _____
Sandi Bloem, Mayor

By: _____

Title: _____

ATTEST:

By: _____
Susan K. Weathers, CMC
City Clerk

ATTEST:

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of January, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Contractors Northwest**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 21, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Amendment #2 to Engineering Agreement for WWTP Phase 5

DECISION POINTS:

Council approval is requested for the proposed Amendment #2 to the agreement for engineering services with HDR Engineering to provide construction engineering services for the WWTP Phase 5B construction project, with the condition that the costs of the agreement are determined to be eligible for loan funding from Idaho Department of Environmental Quality. The proposed amendment will increase the cost ceiling by \$1,999,478 for a total Phase 5 engineering cost not to exceed \$5,023,002.

HISTORY:

The City entered into agreement with HDR Engineering, Inc. for Phase 5 engineering in December 2008, and approved Amendment #1 in April 2009. The authorized engineering tasks include predesign of Phase 5A, Phase 5B, and future Phase 5C; final design of Phase 5A and Phase 5B; construction engineering and inspection of Phase 5A; and services for Phase 5B contractor prequalification and review of contractor bids. Phase 5A was completed and included improvements for interim ammonia control measures. Phase 5B design was completed and resulted in plans and specifications for the addition of biosolids digester process facilities, addition of an administration and laboratory building, and addition of a collections maintenance garage. Predesign for future Phase 5C is completed and preliminary planning documentation was reported for addition of advanced liquid stream process facilities that will treat ammonia and phosphorus to very low levels. The previously approved agreements for engineering purposely omitted any Phase 5B construction engineering services to allow negotiation of an appropriate work plan closer to the time of need. Construction of Phase 5B is planned to begin in January 2010, at which time construction engineering and inspection services are required. Amendment #2 is presented to provide these services for the 2-year Phase 5B construction project. Wastewater staff believes that the attached scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable, and is necessary for interaction with the contractor for the project. DEQ must review the City's procurement process for this agreement to allow their determination of loan eligibility. This additional agreement with HDR is consistent with rules for procurement of continued and related professional services without advertising for competitive proposals.

FINANCIAL ANALYSIS:

Phase 5B Construction Cost Estimate

City Admin Expenses	10,000
Equipment Prepurchase	125,000
Construction Engineering and Inspection	1,999,478
Construction	10,632,100
Contingency 5%	638,329
Total Phase 5B construction project cost	13,404,907

Funding: Construction of Phase 5B is a two year project partially funded by a loan from DEQ at

an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,200,000 cash reserves in the City's Wastewater Fund. The current City budget for this first year in FY 09/10 is \$8,514,436.

DISCUSSION:

Years of HDR planning and design services have resulted in completion of several project phases and in design and procurement of a contractor for Phase 5B improvements that are necessary for the continuous and reliable operation of the advanced treatment plant. Continued professional engineering services are necessary to assure that construction of the improvements is accomplished according to the plans and specifications that outline the details and quality required of a complex treatment plant. The services are also intended to assure compliance with all of the extra measures associated with terms of the ARRA stimulus funding that is administered by Idaho DEQ.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed Amendment #2 to the agreement for engineering services with HDR Engineering to provide construction engineering services for the WWTP Phase 5B construction project, with the condition that the costs of the agreement are determined to be eligible for loan funding from Idaho Department of Environmental Quality. The proposed amendment will increase the cost ceiling by \$1,999,478 for a total Phase 5 engineering cost not to exceed \$5,023,002.

Attachments

des1374

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
HDR ENGINEERING, INC.
for
ADVANCED WATER RECLAMATION FACILITY (AWRF) PHASE 5 EXPANSION**

The agreement, made and entered into the 2nd day of December, 2008, between the CITY, City of Coeur d'Alene and the ENGINEER, HDR ENGINEERING, INC. is hereby amended on the 5th day of January, 2010 as set forth herein.

W I T N E S S E T H:

WHEREAS, the City faces changing effluent discharge conditions in the Spokane River as a result of water quality studies conducted by the Washington State Department of Ecology and renewal of the City's effluent discharge permit by Region 10 of the Environmental Protection Agency;

WHEREAS, the City desires to design and construct ammonia reduction improvements and solids handling improvements to provide additional treatment capacity to meet permit limits in the summer of 2009 and additional solids handling capacity for increasing sludge volume;

WHEREAS, Consultant has completed the design of the Phase 5B Solids Processing Improvements.

WHEREAS, the City has selected and has pending award of a construction contract to a General Contractor to construct the Phase 5B Solids Processing Improvements;

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment "A" Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 2nd day of December, 2008, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to provide the city with office support during construction. The following work task is to be performed in accordance with the scope of work in Attachment "A":

- Task 1200. Construction Administration
- Task 1300. Project Startup Assistance & Commissioning
- Task 1400. Application Software Programming Services
- Task 1500. Funding Agency and ARRA Assistance
- Task 1600. Project Close-Out

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer's direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 2 shall be \$138,624 and the amended Total Fixed Fee shall be \$432,493.

The City's total consideration, including fixed fee and expenses, for services in Amendment No. 2 shall be \$1,999,478 and the total Agreement shall be amended not exceed \$5,023,002.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Attachment "A".

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Sandi Bloem, Mayor

Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Vice President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 5th day of January, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared _____, known to me to be the **HDR Engineering, Inc.**, of _____, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

AMENDMENT No. 2

ATTACHMENT “A” - CITY OF COEUR D’ ALENE

WASTEWATER TREATMENT PLANT (WWTP)

PHASE 5B CONSTRUCTION CONTRACT

SERVICES DURING CONSTRUCTION

Tasks	
1200	Construction Administration
1300	Project Startup Assistance & Commissioning
1400	Application Software Programming Services
1500	Funding Agency and ARRA Assistance
1600	Project Close-out

Task 1200

Construction Administration

Objective:

Assist the City of Coeur d’ Alene in administering the construction of the Wastewater Treatment Plant (WWTP) Phase 5B Upgrade Project. The scope of services for project construction services assumes that a single construction contract would be completed and executed. HDR/TEI will manage and control its professional services contract to provide efficient completion of the project.

HDR/TEI Subtasks:

Subtask 1201 – Project Administration

The HDR/TEI project manager will conduct periodic meetings with City staff, in conjunction with construction review meetings, to review project progress, schedule and budget; identify information needs; and make decisions regarding changes in the scope of the construction management efforts.

A progress summary will be prepared with each monthly invoice. The progress summary will describe the work progress to date, the budget expenditures to date, and identify information requirements or decisions that need to be made by the City. These memos will help maintain frequent communications with the City. The budget allocated for this subtask is based upon the

anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

Subtask 1202 – Pre-construction Conference

HDR/TEI will schedule, prepare an agenda, and administer a pre-construction conference to be attended by the City, Contractors, appropriate subcontractors, and HDR/TEI's Project and Construction Services Personnel.

Subtask 1203 – Construction Engineering

HDR/TEI will consult with and advise the City of Coeur d'Alene as set forth in the engineering services contract. The City of Coeur d'Alene's instructions to the Contractor will be issued through HDR/TEI, who will have limited authority to act on behalf of the City of Coeur d'Alene to the extent provided in the said Standard Construction Contract Documents, except as otherwise provided in writing, and herein modified.

HDR/TEI senior engineers will make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. HDR/TEI senior engineers will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and will not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. HDR/TEI will help the City of Coeur d'Alene determine that the completed project generally conforms to the requirements of the Contract Documents, but will not be responsible for the contractor's failure to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, HDR/TEI will keep the City of Coeur d'Alene informed as to the general progress of the work, will endeavor to alert the City regarding noted defects and deficiencies in the work of the contractor, and may disapprove or reject work as failing to conform to the Contract Documents. These services will be performed in conformance with the standards of the industry for this type of periodic construction observation.

HDR/TEI may disapprove or reject contractor's work while it is in progress if it is believed that such work will not produce a completed project that conforms generally to the Contract Documents or that it will undermine the function of the design concept of the project as reflected in the Contract Documents.

HDR/TEI will review and approve or take other appropriate action with respect to Shop Drawings, samples and other data which Contractor is required to submit, but only for general conformance with design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety programs and precautions incident thereto.

HDR/TEI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor. Approval of Shop Drawings with substituted materials and equipment does not make the engineer responsible for contractor compliance with the Contract Documents.

As the City of Coeur d'Alene's representative, HDR/TEI may require special inspection or testing of the work and receive and review certificates of inspections, testing and approvals required by the Contract Documents to determine that their content generally complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.

HDR/TEI will act as initial interpreter of the requirements of the Contract Documents and the acceptability of the Contractor's work. HDR/TEI will advise the City of Coeur d'Alene on all claims of the City and contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. HDR/TEI will not be liable for the results of any such interpretations or advice. These services will be performed in accordance with the standards of the industry for this work.

1. HDR/TEI will obtain the City of Coeur d'Alene's approval prior to issuing written clarifications, interpretations, or field orders which will affect the Contract Price or Contract Time.
2. HDR/TEI will provide engineering representation for the City of Coeur d'Alene in disputes with the contractor and will not render decisions concerning disputes, claims or other matters which have not been reviewed and approved by the City.
3. Change Orders will be reviewed and approved by the City of Coeur d'Alene prior to the HDR/TEI issuing them to the contractor.

Based on HDR/TEI's on-site observations and review of the contractor's applications for payment and supporting data, HDR/TEI will determine the amount owing to contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City of Coeur d'Alene based on such observations and review, that the work has progressed to the point indicated and that, to the best of HDR/TEI's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents.

Prior to determining estimated quantities and classifications of Unit Price Work or the estimated percentage of Lump Sum Work performed by the contractor, HDR/TEI will review and receive the City of Coeur d'Alene's approval of estimated quantities, classifications or estimated percentage.

HDR/TEI will receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and tests and approvals of equipment which are to be provided by the contractor in accordance with the Contract Documents. Determine that their content generally complies with the requirements of the Contract Documents and transmit them to the City of Coeur d'Alene with written comments.

HDR/TEI will conduct a construction review to determine if the work is substantially completed and conduct a final construction review to determine if the completed work is acceptable so that HDR/TEI may recommend, in writing, final payment to Contractor and may give written notice to the City of Coeur d'Alene and Contractor that the work is acceptable, subject to any conditions therein expressed. The City of Coeur d'Alene will review and approve Final Payment

Application, Certificates of Occupancy, or Certificates of Substantial Completion prior to issuance by the engineer.

HDR/TEI will conduct monthly construction meetings at the construction site(s). A brief monthly status memorandum with meeting minutes in the form of bulleted action items and key notes will be prepared. HDR/TEI will also conduct a final inspection of the project jointly with representatives of the City and any federal and state agencies having jurisdiction and submit a written report recommending final settlement of the contract(s). HDR/TEI will provide a declaration of construction completion in accordance with Idaho State Department of Environment Quality (IDEQ) requirements.

Subtask 1204 – On-site Construction Observation

The City of Coeur d'Alene and HDR/TEI agree that HDR/TEI will provide resident representation at the site. HDR/TEI will provide the City of Coeur d'Alene Resident Project Representative(s) to assist in carrying out such responsibilities at the site. The Resident Project Representative is generally defined as having a representative on-site when ENGINEER determines that significant work is in progress.

The Resident Project Representative is responsible to serve as the City of Coeur d'Alene and engineer's liaison with the contractor. The Resident Project Representative is responsible for:

1. Schedule Reviews/Construction progress, Shop Drawing submission, schedule of values and other schedules prepared by the contractor. The resident project representative will consult with Engineer concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange schedule of progress meetings and other job conferences in consultation with Engineer and notify in advance those expected to attend. Attend meetings and maintain and issue copies of meeting notes.
3. Liaison: Serve as Engineer's liaison with contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the engineer in serving as Owner's liaison with contractor when contractor's operations affect the City of Coeur d'Alene's on-site operations.
4. As requested by engineer assist in obtaining from the City of Coeur d'Alene additional details or information, when required at the jobsite for proper execution of the Work.
5. Advise Engineer of known direct communications between the City of Coeur d'Alene and contractor.
6. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples which have been reviewed by the engineer.
 - b. Receive samples which are furnished at the site by Contractor for Engineer's review, and notify the engineer of their availability for examination.
 - c. Advise the engineer and contractor or his superintendent of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been accepted by the engineer.
7. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist the engineer in determining that the Project is in general accordance with the Contract Documents and the completed Work will conform to the Contract Documents.
 - b. Report to the engineer when it is apparent that the Contractor's Work does not conform to the Contract Documents; or has been damaged; or does not meet the requirements of required inspections, tests or approvals. Advise the engineer when the Work should be corrected or rejected, or should be uncovered for observation, or requires special testing or inspection.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted in accordance with the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records. Observe, record, and report to the engineer appropriate details relative to the test procedures and startups.
8. Accompany the City of Coeur d'Alene and visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the engineer.
 9. Coordinate provision of on-site materials testing including soil compaction testing and concrete compressive strength testing. Provide special testing of structural steel welds as necessary.
 10. Transmit clarification and interpretation of the Contract Documents as issued by the engineer to the contractor.
 11. Consider and evaluate the contractor's suggestions for modifications in Drawings and Specifications and report them with recommendations to the engineer.
 12. Records:
 - a. Maintain at the jobsite files for correspondence; reports of job conferences; Shop Drawings and sample submissions; reproductions of original Contract Documents including addenda, change orders, field orders, and additional Drawings issued subsequent to the execution of the Contract, engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project-related documents.
 - b. Keep a diary or daily log book, recording hours on the jobsite, weather conditions, data relative to questions of extras or deductions, list of principal visitors, daily activities, decisions, observations in-general and specific observations in more detail as in the case of observing test procedures. Send copies to the engineer.
 - c. Record names, addresses and telephone numbers of contractors, subcontractors and major suppliers of equipment and materials.
 - d. Advise the engineer if the contractor is not currently maintaining an up-to-date copy of Record Drawings at the site.
 13. Reports:
 - a. Furnish the engineer periodic reports of progress of the Work and of contractor's compliance with the approved progress schedule, schedule of Shop Drawing submissions and other schedules.
 - b. Consult with the engineer before scheduled major tests, inspections, or start of important phases of the Work.

14. Review Applications for Payment with the contractor for compliance with the established procedure for their submission and forward them with recommendations to the engineer, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site.
15. During the course of the Work, verify that guarantees, certificates, Operation and Maintenance manuals and other data required to be assembled and furnished by the contractor are applicable to the items actually installed; and deliver these data to the engineer for his review and forwarding to the City of Coeur d'Alene prior to final acceptance of the Work.
16. Before the engineer issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring correction.

The budget allocated for this subtask is based upon the anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

Subtask 1205 – Record Drawings

HDR/TEI will prepare final record drawings and maintain communication, data architecture and control system configuration drawings and data, which conform to construction records and will furnish the City with an electronic copy of the final. HDR/TEI will provide the City one set of record drawings on 22 IN x 34 IN reproducible sheets, one sheet set hard copy, as well as one set of record drawings in electronic format for use with AutoCAD Version 2008. One complete set of .pdf format drawings will also be developed for use at the treatment plant site and on the City's electronic O&M Manual. These drawings will be based on construction records provided by the Contractor, City and on-site resident project representatives. HDR/TEI will complete the record drawings within four months of the date of receipt of all of the marked-up prints and other necessary data from the Contractor.

Subtask 1206– Field Surveying/Staking

HDR, and their assigned sub-consultant, will provide required field surveying control for facility construction. Field survey information will be developed and control points provided for project components to provide the Contractor with reasonable information to complete their own on-site control and field survey of the work.

HDR has arranged for establishing a horizontal and vertical survey control network around the project site. Existing facilities are located with respect to this control. Using the existing control, HDR will establish three control points for the Contractor to use in performance of the work. Generally, staking of pipelines, utility corridors, buildings, structures, access roads, parking areas, site grading, and fencing will be under the Contractor's scope of supply. Further, elevation control will be established at multiple points on the job site. HDR will provide the following control points for Contractor's use:

- Horizontal control points in the City's on-site coordinate system: Three each.
- Vertical control points for use in vertical survey control: Two each.

HDR will set the above described control point monuments one time only. Re-setting needed by the Contractor to complete the work shall be done solely at the Contractor's Expense.

Subtask 1207- Geotechnical and Material Testing Services

HDR will coordinate testing of the construction materials to be incorporated into the project as part of the construction contract. The Contractor will be required to provide testing from an independent testing agency for all materials control, mix designs and materials imported for incorporation into the project. HDR, through Strata Corporation (STRATA), will provide testing of in-situ materials to be used during construction or materials control verification using the services of STRATA's Coeur d'Alene testing lab and local engineering staff, including provision of the following services:

- Concrete strength, air content and slump
- Masonry grout strength and concrete masonry unit strength
- Embankment (backfill), trench backfill, and gravel and pavement densities
- Aggregate gradations
- Asphalt concrete plant mix strength, flow and asphalt content and core samples

STRATA will conduct the required on-site testing using the Contractor provided initial materials control tests for all imported materials, or coordinate the Contractor provided compaction testing throughout the project, utilizing the materials testing data provided as noted above. The type and frequency of tests will be specific to the construction and will be conducted in a manner to develop a good verification that the compaction requirements are being met. HDR/STRATA will coordinate the provision of testing reports and will make recommendation to the City as to the acceptability of the work.

HDR/STRATA will provide observation services on and as needed basis to confirm the findings of the Geotechnical Evaluation Report.

Subtask 1208- Special Inspection Services

HDR and their sub-consultant STRATA will provide on-site special inspection of the buildings in accordance with Sections 1704-1709 of the 2006 International Building Code as required by the City of Coeur d'Alene Building Department. HDR/STRATA will coordinate the provision of testing reports and will make recommendation to the City as to the acceptability of the work. HDR/STRATA will compile a short monthly summary report for submittal to the City Building official throughout the construction period when special inspections are required. HDR/Strata will also compile a final summary for submittal to the Building official for the project. NACE inspections will be required by an independent third party employed by the Contractor and will be coordinated through the construction contract. Special inspections are expected for the following areas:

- Footing subgrade preparation
- Concrete forms and reinforcing steel
- Structural steel included bolted and welded connections
- Anchor bolts

- Concrete masonry unit installation including grout installation and reinforcing installation

Deliverables:

- Progress reports and invoices (3 copies and digital .pdf files).
- Workshop/Meeting agendas and notes in bullet item format (3 copies and digital .pdf copy of each agenda and meeting notes).
- Submittal review comment letters responding to contractor submittals.
- Pre-construction conference meeting summary notes.
- Construction meeting summary bullet items notes and action items list.
- Field logs including daily reports for all days when HDR/TEI and STRATA are on-site.
- Geotechnical and compaction testing reports.
- Responses to requests for information.
- Response to contract change proposals.
- Contract change orders.
- Deficiency punch lists.
- Record drawings (one set of full-size copies, camera-ready reproducible documents, digital files).
- Project observation reports.
- Shop drawing submittal log.
- Contractor pay estimate reviews.
- Compiled monthly reports.
- Field copy of Shop Drawings.
- Monthly special inspection summary memos and final special inspection summary.

Task 1300 – Project Startup Assistance and Commissioning

Objectives:

In addition to the startup requirements of the construction Contractor, HDR/TEI will provide startup assistance to the City in final project commissioning of the newly constructed facilities. The services will include:

HDR/TEI Subtasks:

Subtask 1301 – Operations and Maintenance Manual (Hard Copy Preparation)

HDR/TEI will prepare an electronic Operations and Maintenance (eO&M) Manual addressing the improvements incorporated in this project (see Subtask 1302). The manual content and format will follow previously developed City of Coeur d’Alene eO&M standards and in consultation with City staff in accordance with Idaho Department of Environmental Quality requirements. It is anticipated that the manual will be provided in electronic form to meet the minimum O&M requirements of the City of Coeur d’Alene and IDEQ. IDEQ can, if preferred, be provided with one (1) electronic copy for their records and Two (2) hard copy printouts of electronic files to supplement their existing hard copy O&M Manual records. The Operations and Maintenance Manual development will include the following general elements:

- Prepare electronic text and graphics files to reflect the changes in the plant.

- Text files will be produced in the latest version of Microsoft Word. Graphic files will be produced in latest version of AutoCAD and converted to .pdf format.
- The preparation of unit process operating procedures will be provided. General standard operating procedures will be provided for the key process systems included in the Phase 5B project and identified for facility startup and operator training, and software links will be provided from the eO&M links to provide operator access to selected eO&M materials. Detailed standard operating procedures will not be developed, except under contract amendment if directed by the City's operations staff. If detailed standard operating procedures are developed, they will be completed in collaboration with City staff.
- Prepare and deliver a draft electronic copy of the revised text and graphics for review by the City approximately one month prior to startup.
- The City will forward a compilation of all comments to the draft electronic copy to HDR within two weeks of receipt.
- Revise the text and graphic files and deploy one (1) final electronic version on a City server and final paper copy (if required) to IDEQ within two weeks of receipt of comments. HDR will also provide IDEQ with a CD-ROM containing the associated electronic text and graphics files.

Subtask 1302- Electronic O&M Manual

HDR/TEI will develop an eO&M Manual for the City of Coeur d' Alene's WWTP Phase 5B Project, which will provide the City staff the necessary information to operate and maintain its facilities in an efficient and reliable manner. The eO&M Manual will contain a variety of information, including facility and equipment descriptions, design criteria, process control narratives, design drawings, and vendor manuals. Using the eO&M Manual, City staff will be able to access this information in an electronic format with an easy-to-use graphical user interface.

The eO&M Manual will be developed as a web application in the Microsoft ASP.net web environment and will function on a City provided Windows-based server. The eO&M Manual will be internally accessible via Internet Explorer and will not be accessible by the general public. An on-line HTML text editor (Cute Editor) will be embedded in the eO&M Manual web pages to enable easy text editing by City staff without having to know HTML. HDR owns a Cute Editor Enterprise License that allows for free distribution as long as the software is used on HDR's eO&M application.

The Operations Manual electronic development would include the following steps:

1. Web Site Map Expansion. A project kick-off meeting/workshop will be held to discuss general O&M content, system configuration and customizations, system installation and training, coordination with the design team, and the overall time schedule for development and implementation of the eO&M Manual system. The purpose of this task is to discuss how the City's existing web site map will be modified to illustrate the comprehensive eO&M Manual for the Phase 5B wastewater treatment facilities. The modified eO&M Manual web site map will:
 - Illustrate the eO&M Manual structure, organization and level of detail for each unit process included in Phase 5B.

- Explain how navigation (hyperlinks) between each section will be implemented.
- Show what reference information to be included in the eO&M Manual.

The web site map modifications will be developed in coordination with City staff, and will be specifically tailored to meet requirements and needs of the facility staff. The site map will be customized as necessary to provide the specific sub-sections desired by the plant staff. HDR/TEI will initially concentrate on developing the high level architecture of the eO&M Manual structure to define the structure and organization. HDR/TEI will prepare a draft web site map modification for review and comment. HDR/TEI and City staff will then hold a four-hour workshop focusing on defining the content format and level of detail within each Phase 5B unit process, including:

- eO&M Manual guidelines and maintenance help guide.
- Plant reference information.
- Equipment O&M manuals provided by equipment vendors via hyperlinks to PDF files.
- Unit process content details.

2. Manual Content Preparation. HDR/TEI will prepare the O&M manual content for each unit process shown in the web site map. Example content definitions are shown in the following table. Note that content definitions for this project will be specific and customized to those sub-sections agreed upon and defined by the web site map developed with plant staff.

Example eO&M Content Definitions	
Section	Text
Overview	A short description of each unit process.
Theory	A short description of the theory behind each unit process illustrating the design intent. Strategies for evaluating data and making process adjustments.
Figures	Hyperlinks to 2D and 3D figures illustrating each unit process.
Design Criteria	Tabular listing of unit process sizes, loadings, and other design criteria.
Components	Hyperlinks to equipment manuals provided by equipment vendors in PDF file format.
Controls	A description of manual and automatic controls.
System Procedures	A list of duties to be performed by operators when making daily process checks. General procedures for starting up and shutting down the process.
Troubleshooting	A list of process alarms showing possible causes and suggested responses.
Safety	General safety considerations for the unit process.

3. Graphic Content Definition. HDR/TEI will develop 2D and 3D figures for communicating to plant O&M staff the design intent, and how to operate the unit process. The figures will be developed from the conformed contract drawings but will be modified by deleting extraneous construction related information that is not pertinent to O&M personnel. The figures will be prepared in AutoCAD and converted to PDF file format

for inclusion in the eO&M Manual. The graphics will be sized for the monitor size the City intends to use to access the eO&M Manual. A total of twenty (20) 2D and five (5) 3D figures are anticipated. In addition, HDR/TEI will incorporate the Phase 5B as-built drawings into the eO&M Manual in .pdf file format and provide hyperlinks to each drawing.

4. System Configuration and Customization. HDR/TEI will develop specific system customizations, including screen layouts, file formats, administration and integration needs. Technology issues related to installation on a City web server will be identified.
5. System Installation. HDR/TEI will develop the draft and final eO&M Manuals on an HDR/TEI server. The draft and final versions will be available to City staff via the Internet for review. HDR/TEI will coordinate installation of the final eO&M Manual on the City's server with the City's information technology (IT) staff at the end of the project. The final eO&M Manual will be downloaded to the City's network server via an HDR FTP site.
6. System Training. HDR/TEI will schedule a meeting with the plant staff, and facilitate two (4) four-hour training sessions for the plant staff on how to use and maintain the eO&M. The four-hour training sessions will provide general instruction and use of the eO&M Manual and will provide instruction on how the plant staff can edit and revise the eO&M Manual. The computers and servers necessary to view the electronic Operations Manual are not included with the production of the electronic Operations Manual.

City Requirements:

- Provide necessary software on City wastewater treatment plant computers to enable the electronic Operations Manual to function. The eO&M Manual hardware and software will be supplied by the City. The systems in-place are assumed to meet the following minimum requirements:
 - Path to and the necessary space on a City provided server at the WWTP facilities for the electronic Operations Manual. The server shall be a Microsoft Windows machine (running Microsoft Windows Server 2003).
 - At least a 2.0 GHz processor or better and 512 of RAM and at least 2 gigabytes of hard drive space.
 - IIS (Internet Information Services 5.0 or higher).
 - Microsoft.NET (pronounced dot net), Framework 1.1.
 - SQL Server 2000 or later.
 - AutoCAD viewer.
- Provide ancillary software on the City's computers necessary to run the eO&M Manual, including Microsoft Internet Explorer, MS Windows, or Vista and the SQL database.
- Existing equipment manuals (hard copy) for scanning and conversion to Adobe. PDF files at kickoff meeting.
- Review comments on draft eO&M Manual.
- Availability of District IT staff for eO&M Manual installation.

- Meeting space for eO&M Manual training sessions on the City computer.
- Participation in training sessions.
- Participate in teleconferences and meetings.
- Review and approve modifications to approach, schedule and deliverables as appropriate.

Deliverables:

- Meeting agenda and minutes for kickoff/web site map modifications workshop.
- DRAFT and Final eO&M Manual web site maps.
- New equipment manuals from vendors in .pdf file format as they become available from the construction contractor.
- Project as-built drawings in .pdf file format on CD-ROM or via transfer to HDR/TEI FTP site for hyperlinking in final eO&M manual
- Draft and final eO&M Manual updated web site maps.
- Draft eO&M Manual in electronic format accessible by plant staff via the Internet.
- Attend meeting at the City WWTP site to demonstrate draft eO&M Manual to plant staff.
- Final eO&M Manual in electronic format downloadable to the City network server via an HDR FTP site.
- Coordination with City's IT staff to download and install final eO&M Manual contents.
- Two four-hour training sessions at the WWTP to City O&M staff.
- Memoranda and meeting notes, as required.

Subtask 1303 – Plant Facility Start-up and Operator Training

HDR/TEI will review operating data for submission to the funding agencies and will assess overall performance of the new equipment and facilities. HDR/TEI will provide operational assistance to the City of Coeur d’Alene after the System is started, and train the City of Coeur d’Alene’s personnel.

Pre-startup Training will be provided to communicate to the plant operators the following:

1. The ability to operate the equipment in each unit process.
2. An understanding of both the field and SCADA equipment controls and the ability to operate both.

The pre-startup training will be presented in a classroom setting using a lecture format supplemented with figures and graphics delivered via an overhead projector or using Microsoft PowerPoint on an LCD projector. The training material for each specific session will consist of draft copies of the Operations Manual sections or HDR developed process presentations. Pre-startup training will be presented in the following modules:

1. Anaerobic digestion facilities including Digester No. 5, digester control building and gas handling facilities
2. Rotary Screen Thickening, polymer feed system, ferric chloride feed system and associated support facilities
3. Administration/Laboratory support facilities
4. Collection Maintenance Garage support facilities
5. Screenings washer/compactor facilities modifications

6. Hot water heating and heat recovery systems
7. Utilities and yard electrical including electric service entrance switchboard changes and natural gas facility modifications
8. Odor control system modifications
9. HVAC systems
10. Instrumentation and Controls and SCADA server system modifications/enhancements including security systems and alarm management

Coordination with individual HDR/TEI PLC/SCADA programmer(s) will be provided. The portion of each module pertaining to SCADA controls will be presented by the HDR/TEI SCADA programmers who programmed that system. The HDR/TEI SCADA programmer will use an LCD projector to show the actual SCADA screens for each equipment item discussed in the module. The SCADA presentation will cover manual starting, stopping and speed control of equipment, set-point adjustment, operating mode changes, alarms, data collection and trending,.

Startup Coordination will also be provided to the City of Coeur d'Alene to provide coordination between the contractor, the construction administration team and the plant staff during startup of the new equipment. The startup coordinator will allow the startup of new equipment to occur if, and only if, the equipment and ancillary subsystems are ready to be placed into service and the manufacturer's O&M manuals are on-site and available for use by plant staff. The secondary purpose of this effort is to provide informal training to the plant operators during the actual process startup.

HDR/TEI will coordinate clean water testing with the contractor. The clean water test occurs prior to startup and uses non-potable water to demonstrate the functionality of new equipment and controls. The following process units will have a clean water test:

1. Anaerobic digestion – Digester No. 5
2. Rotary screen thickening systems including associated polymer feed system
3. Washer compactor system modifications and associated existing bar screens and screenings sluice

HDR/TEI will conduct startup service for each project element or unit. Startup means placing the equipment into operation for its intended purpose and using the intended process material (i.e., primary effluent, primary sludge, filtrate, etc.). Startup assistance will be provided as follows for the project components listed above.

Startup services will include the following work products:

1. Review and approve equipment supplier training agendas and training material outlines as provided by the Contractor. Use discretion, based on experience with vendor training, to enforce contract provisions for vendor training duration.
2. Coordinate vendor training schedule with Contractor and plant staff to ensure that vendor training occurs on Wednesdays as a first choice, Tuesdays and Thursdays as second choice and avoids Mondays and Fridays.
3. Prepare a startup plan that lists specific responsibilities for the contractor, construction administration staff, PLC/SCADA programmer(s) and plant staff.

4. Provide the written startup plan to the contractor, the construction administration staff, PLC/SCADA programmer(s) and the plant staff approximately one month before startup.
5. Schedule and conduct startup review meetings (as required) between the contractor, the construction management staff, PLC/SCADA programmer(s) and the plant staff approximately two weeks before startup.
6. Revise and reissue the startup plan and schedule as needed based on the review meeting.
7. Verify the equipment is ready for the clean water test:
8. Verify the manufacturer's field service forms have been completed for each piece of equipment.
9. Verify pipe pressure tests and concrete water tightness tests have been conducted.
10. Verify rotating equipment has been bumped to check for proper operation and rotation.
11. Verify instrument calibration and loop testing is complete.

The following activities will be performed during startup:

1. Coordinate with the contractor, the construction administration staff, the PLC/SCADA programmer and the plant staff to ensure that process material is introduced to the process in such a way as to not adversely impact the rest of the plant.
2. Verify and document that the controls and alarms are working in conformance with the software pre-design report.
3. Verify and document the results of testing that was deferred from the clean water test.
4. Identify and document equipment or control deficiencies (i.e., punch list).
5. Provide discipline-specific deficiency lists.

Operator training during the clean water test and startup will be conducted by HDR/TEI on an informal basis in the field. The purpose of this training is to provide an opportunity to answer operator questions, to demonstrate (when requested) the transition from manual control to automatic control, and to demonstrate alternate modes of operation (when requested). The budget allocated for this subtask is based upon the anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

Deliverables:

- Startup checklists and training materials customized for the Coeur d'Alene WWTP facility.
- Two separate training sessions (may be consecutive or combined with other systems and held on the same day) for each of the separate unit project element or process.
- Written unit process operation procedures for each project element or unit process.
- Startup plans coordinated with the construction schedule.

Task 1400 – Application Software Programming Services

Objectives:

Implement the programming for the Plant SCADA system including PLC (Programmable Logic Controller) ladder logic and their associated OI (Local Operator Interface) and HMI (Human-Machine Interface) configurations. The new PLC ladder logic will be installed on the Plant

PLC's (new and existing, as required). The new HMI interface will be configured using the Plant's modified Wonderware® InTouch system, as specified and shown in the Contract Documents. The PLC ladder logic, OI and Wonderware® HMI process displays will be developed in collaboration with AWRP plant personnel to provide the controls as described in the City of Coeur d'Alene's advanced Water Reclamation Facility (AWRF) Phase 5B Improvements Project Contract Documents (Project Manual).

The existing Plant SCADA system and PLC ladder logic will be reviewed to identify old (unused or anticipated to be unused) control logic that should be removed. Prior to removal or modification to a sub-system's logic, HDR/TEI will verify this need with both the Chief Operator and the Assistant Superintendent. The existing PLCs and PLC applications will also be updated to the newest version of manufacturer firmware that is available for the hardware and the existing PLC program(s) and HMI configurations will be edited to conform existing programming to the new programming configuration where possible. Application and 3rd party module compatibility will also be verified for firmware upgrades. The Primary Sludge Pumping station PLC/OIT shall be replaced as part of the Phase 5B construction and programming of the new equipment shall be included as part of this scope of services.

The existing hardwired process alarm management system will be replaced with a SCADA supported alarm system which will incorporate the new alarm points created as part of the Phase 5B Improvements project and as well as the existing alarm points from the existing process areas. The existing process alarm system includes light box type alarm annunciators located at various process areas throughout the plant and at the existing Administration (Operations Control) Building control room. The summary alarms are sent to an alarm autodialer. The OI and HMI displays (both existing and new displays) will be upgraded to conform to the developed project software standards and provide an improved alarm generation and archive system.

It is intended to demonstrate the functionality of the modified and/or new Wonderware and process displays and SCADA alarms in conjunction with the new or modified PLC ladder logic. City of Coeur d'Alene Operations staff will perform hands-on activities necessary to run the simulated processes as identified in the Final Software Pre-design Report.

HDR/TEI Subtasks:

Subtask 1401 – System Integration Project Management

HDR/TEI will provide systems integration project management support for the project for the following work activities:

- Hold monthly onsite meetings with City of Coeur d'Alene Staff, Contractor and design staff to discuss the mechanics of implementing the Software changes and to define standards to be followed. The project schedule will be discussed and coordinated with the construction schedule to define milestones and resource allocations. It is expected the software development and system integration will occur through approximately eighteen (18) months of the construction period.
- Document meeting decisions and action items; assign the activities to team members, and follow-up to ensure timely resolution.
- Review Contractor provided equipment, electrical and instrumentation and control system submittals, and provide coordination for electrical and instrumentation systems.

- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- The project schedule will be developed by HDR/TEI following receipt of the Contractor's project schedule to show the required programming to be completed one month before the associated construction start-up date.
- Manage the work provided to verify compliance with the current WWTP HMI software standards, quality of documentation, and scheduling.
- Monitor project activities for potential changes, anticipate changes whenever possible, and with City of Coeur d'Alene approval, modify project subtasks, subtask budgets, and approach.
- Assist the City of Coeur d'Alene with the selection of computer workstations, software packages, and networking components required for the process control and monitoring equipment for the Phase 5B Improvements project. This includes the recommendation of computer hardware and software for the SCADA Workstations, SCADA Servers, and Office Workstations. This contract does not include the costs for the procurement of these components, and assumes these hardware and software items will be delivered to HDR/TEI by the City as needed by the project schedule.
- To enable work sharing and collaboration between HDR/TEI and the City, a project FTP site within HDR's FTP system will be developed to enable "common" access to available information applicable to system integration.

Deliverables:

- Agendas for meetings.
- Meeting notes for meetings.
- Monthly invoice with Software project progress summary report.
- Project software development FTP site.
-

Subtask 1402 – Software Programming & Testing

The PLC program and OI and HMI process screens and database configuration will be designed from the information provided by the *Final Software Pre-Design Report*. This subtask includes the following work activities:

- Obtain the most current existing PLC programs, OI and HMI process screens, configuration files, tag database(s), data files, and other required files from City of Coeur d'Alene's SCADA system just prior to beginning the programming effort.
- Develop a PLC, OI and HMI program modification Plan.
- Before loading the new or modified programming into the various PLC's and the OI and HMI systems, coordinate with the City of Coeur d'Alene staff and IAC to confirm if additional modifications have been made to the PLC, OI or HMI software.
- Develop the programming for the new equipment to meet the requirements identified in the updated Final Software Pre-Design Report.
- Merge the new or modified PLC, OI and HMI programming with the existing PLC ladder logic and OI and HMI graphic displays where required.
- Provide for cleanup programming of the existing PLC and SCADA system programming identified in the Final Software Pre-design Report. A maximum of one hundred twenty

- Remove existing PLC programming when it is replaced with new PLC programming.
- Obtain the latest Wonderware process screens and configuration files and databases (i.e., process database, alarm area database, picture files) for the WWTP from the City.
- Wonderware process screens will be designed to meet the requirements identified in the Final Software Pre-design Report. The types of Wonderware HMI and OI process graphics or pictures to be generated include process screens, overview screens, controller pop-ups, real time and historical trending screens, and report screens. It is assumed that the existing Wonderware HMI process screens will remain unchanged, unless any of them need to be modified to include or remove process equipment pertaining to the Phase 5B project.
- The new Wonderware HMI and OI process tag databases, tag-groups, process screens and the picture files for the new equipment being added will be merged or replaced with existing screens and files on the SCADA Server. Screen navigation, consistent with existing, will be modified to integrate these changes into the system.
- Coordinate with City of Coeur d'Alene for required modifications to existing HMI and OI screens.
- The Software will be tested and debugged. HDR/TEI may use a software simulation package (where possible and practical) to thoroughly test the PLC, HMI and OI Software process interface. The I/O simulator software program will be used to simulate the real I/O to be connected for this project. Only the pertinent Wonderware and process databases and the new and modified Wonderware process screens will be active in the simulator for testing to limit confusion and expedite testing.
- HDR/TEI will provide a 90% software submittal for City review. A meeting will be conducted with the City to review City comments and finalize software design.
- TEI will provide programming required to incorporate the new JWCE washer compactor units into the City's existing SCADA control architecture. The Phase 5B contractor shall provide TEI with the necessary programming ladder logic for completion of the Owner provide control programming. Existing washer compactor controls will be utilized to the greatest extent possible for incorporating the new units into the City's existing screenings system.

The budget allocated for this subtask is based upon the anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

The City will:

- Provide the PLC and HMI system software and hardware, specified by HDR/TEI, to be used for the programming, testing and commissioning efforts. The Hardware and software will be returned to the City when required to be put into service or at the end of the project.
- Review and provide comment on the 90% software submittal.

Deliverables:

- Latest PLC ladder logic disk (CD-ROM) and hardcopy (print-outs).

- Latest Wonderware process electronic files for screens, pictures, pop-ups, alarms, and data handling. It is assumed the City will continue to utilize their current SCADA database program for reporting. HDR/TEI will provide needed interface programming to enable the City to retrieve data from their SCADA system to continue their current level of reporting. This scope of services includes only those additional reports determined to be required during the preliminary software design meetings with the City.
- 90% complete Wonderware process displays for City of Coeur d’Alene Operations staff review (color print-out hardcopy, and where applicable marked up color print-outs of existing graphic displays).
- As-built documentation of non-modified PLCs, OI or HMI components is not included.

Subtask 1403 – Functional Demonstrations

This subtask includes the following work activities:

- During the software development and testing period, HDR/TEI will perform up to two (2) periodic QA/QC reviews. This will involve verification that the program strategy is correct, adequately documented, and in accordance with AWRP HMI software standards developed under Subtask 1402.
- Software Demonstration meetings will be held at the 90% design completion. It is anticipated that up to two (2) of these meetings will be required as indicated below. These meetings will be held in the Wastewater Treatment Plant. It is intended to demonstrate the functionality of the modified and/or new Wonderware process displays and SCADA alarms in conjunction with the new or modified PLC ladder logic. City of Coeur d’Alene Operations will perform hands-on activities necessary to run the simulated processes as identified in the Final Software Pre-design Report.

Software Demonstration	90% meetings	Duration (days)
Digester Control and rotary screen thickening systems	2	2
Admin/Lab and Collection Maintenance SCADA systems	1	2
Washer/compactor system	1	1
Totals	4	5

Deliverables:

- Agendas for Software Demonstration Meetings.
- Meeting minutes from the Software Demonstration Meetings.
- Hardcopy printout of the PLC ladder logic programs.
- Hardcopy printout of the HMI and OI process displays, databases and reports.
- SCADA system alarming configurations.

Subtask 1406 – Field Commissioning and Software Startup

This subtask includes the following work activities:

- HDR/TEI will verify that the interconnections for the new PLC I/O are terminated correctly by witnessing the Contractor’s loop testing (specified in Section 13440). These tests are referred to as the Operational Readiness Tests (or Loop Checkouts).
- After the Operational Readiness Tests are complete, HDR/TEI will upload the new PLC ladder logic. Also, at this time we will transfer to the plant HMI workstations and OI’s the new Wonderware process screens and the associated database files. The new Remote I/O Bases will then be attached to the associated PLCs, and the Functional Testing period will begin. All operator alarm notification functions will be tested for proper operation.
- Functional Testing is the process of putting the new equipment into full automatic operation. Loop tuning of the controls will be performed. Minor corrections will be made to the new PLC logic and Wonderware process interfaces and SCADA alarms if found necessary.

Deliverables:

- Field commissioning and software startup plan identifying pre-startup and startup activities and responsibilities. This plan will be issued prior to startup.
- Deliver new or modified PLC program files to be installed prior to the Functional Testing period.
- Deliver new or modified Wonderware process displays and revised databases to be installed prior the Functional Testing period.
- Deliver the modified database with all new Wonderware process tags, alarms, memory addresses, and description at start-up, with updates as required through start-up and substantial completion.
- Load the SCADA system alarming configurations.

Subtask 1405 – Post Startup Support

Upon substantial completion of the new programming, the automated system will be turned over to the City of Coeur d’Alene. HDR/TEI and City of Coeur d’ Alene staff will periodically monitor the SCADA system to verify that Operations can satisfactorily control the processes as designed. HDR/TEI has allocated a maximum of forty (40) hours of project engineer time in the budget for this subtask. These hours shall be available to be utilized within twelve (12) months after the project is turned over to the City of Coeur d’Alene.

It is HDR/TEI’s intent to utilize the following personnel to develop and implement the new system software:

- Project Manager: Dan Harmon
- Contract Manager: David Keil
- Project Software Design Lead: Terry Stulc/Ray Daigh
- Project Engineer (Programming and Field Commissioning): Scott Wisecarver
- Project Engineer (Functional Demonstration Tests): Chris Sheridan
- The City’s project managers: Dave Shults and Don Keil.

Task 1500 – Funding Agency and ARRA Assistance

Objectives:

Assist the City of Coeur d’Alene with the monitoring and reporting associated with the American Reinvestment and Recovery Act (ARRA) funding planned for the project. Provide assistance to the City of Coeur d’Alene with the administration of the ARRA loan as addressed in the City’s ARRA loan Agreement.

HDR/TEI Subtasks:

Subtask 1501 – Funding Agency Coordination

HDR will assist the City in coordinating the construction contract requirements with requirements outlined in the ARRA loan Agreement with Idaho DEQ (IDEQ). HDR will assist the City in development of a final project schedule for Idaho DEQ’s regional office approval and assist the City in striving for project completion within the approved schedule. HDR will assist the City in development of a central repository for all ARRA related project records including Buy American certifications, Davis-Bacon wage provisions compliance (certified payrolls) and WBE/MBE participation records. The budget allocated for this subtask is based upon the anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

Subtask 1502 – Monitoring

HDR will assist the City in reviewing the successful bidder’s good faith efforts for meeting the fair share goals of the Minority and Women-owned businesses (MBE/WBE) requirements of the project. Bid solicitation and documentation of efforts will be requested from the successful bidder prior to contract execution. HDR will assist the City in collecting semi-annual reports from the City’s contractor on forms supplied by IDEQ.

HDR will provide assistance to the City to conduct periodic (usually monthly) worker interviews to verify compliance with the requirements of the federal prevailing wage rates (Davis-Bacon Wage Rates) as established by the United States Department of Labor Subchapter IV of Chapter 31 of Title 40, United States Code. HDR assist the City in requiring monthly certified payrolls from the City’s construction contractor.

HDR will assist the City in requiring submittal of contractor certification forms for compliance with requirements of the Buy American requirements of ARRA.

HDR will assist the City with registering with the Central Contract Registry with the U.S. EPA Office of Grants Department and will assist the City in obtaining the same from all contractors and subcontractors associated with the project.

Subtask 1503 – Reporting

HDR will assist the City in development of regular (usually monthly) wage rate interview summaries and wage rate compliance documentation. HDR will assist the City in requiring all

MBE/WBE forms from the City's construction contractor as required by the ARRA funding insert in Section 00900: Idaho State Wastewater Revolving Fund (SRF) Specifications Insert of the Project Manual. HDR will assist the City in obtaining certification forms from the City's construction contractor and their suppliers for compliance with Section 1605 of the American Recovery and Reinvestment Act when identified as necessary for verification of compliance. HDR will assist the City in collecting and submitting to IDEQ the necessary documentation from the City's construction contractor regarding compliance with the MBE/WBE participation in the contract. Semi-annual reports on forms supplied by IDEQ will be requested from the City's construction contractor.

Subtask 1504 – Project Loan Certification

HDR will provide assistance to the City for project construction certification that the project has been constructed in accordance to the plans and specification previously approved by IDEQ, the project was constructed in accordance with ARRA provisions for the approved wage determinations, the project met the ARRA requirements for Buy American and the project meets the requirements of the City's ARRA loan Agreement with IDEQ.

Deliverables:

- Certified payrolls collected from the City's construction contractor.
- MBE/WBE certification forms and reports collected from the City's construction contractor.
- Wage rate interview notes and compliance verification documentation.
- ARRA compliance forms and certifications collected from the City's construction contractor.

Task 1600 – Project Close-Out/Certification

Objectives:

Conduct final project reviews and assist the City in completion of project closeout reporting and coordination with IDEQ. Conduct final one-year certification evaluation and reporting to meet IDEQ project closeout requirements.

HDR/TEI Subtasks:

Subtask 1601 – Contract Close-Out

HDR/TEI will provide the City with a list of construction deficiencies, inspection of the correction of these deficiencies, review final payment application(s), make recommendation to the City for final payment, and give written notice to the City and Contractor(s) that work is acceptable and complete. HDR/TEI will provide consultation on warranty items, assist in the 11-month warranty inspection and provide warranty follow-up.

Subtask 1602 – Certification

HDR/TEI will provide the City with the necessary certification documentation as required by the Montana Department of Environmental Quality. Within sixty (60) days from the borrower of project completion, HDR/TEI will conduct a final construction inspection as part of Subtask 1601. IDEQ Form 11-E, the Final Construction Inspection Report, will be completed and a copy provided to the City as part of this Subtask. The final inspection will include a review of the following items:

- The facility is complete, operating, and meets effluent limitations.
- The facility conforms to the approved construction drawings, specifications, and change orders.
- Construction and accounting records are adequate and available.
- Construction impact mitigation measures and all special conditions of the loan authorization have been met.

Any deficiencies discovered during the final inspection will be discussed with the City, and provisions will be made for correction of problems.

Deliverables:

- Final recommendation for payment.
- Final deficiency list check-off.
- Notice of project acceptance and final project completion.

COMPENSATION

Coeur d'Alene AWRP Phase 5 Expansion - Amendment No. 2									
Engineering Services Budget Summary									
TASK	HDR DIRECT LABOR	HDR INDIRECT LABOR	HDR TOTAL LABOR	HDR FIXED FEE	HDR NFE	EXPENSES	SUB- CONSULTANTS	TOTAL	
1200 - Construction Administration	\$ 352,987.68	\$ 617,728.44	\$ 970,716.12	\$ 116,485.93	\$ 1,087,202.05	\$ 79,215.30	\$ 241,132.50	\$ 1,407,550.00	
1300 - Project Startup Assistance & Commissioning	\$ 39,039.28	\$ 68,318.74	\$ 107,358.02	\$ 12,882.96	\$ 120,240.98	\$ 15,566.00	\$ 58,789.50	\$ 194,586.00	
1400 - Application Software Programming Services	\$ 11,737.36	\$ 20,540.38	\$ 32,277.74	\$ 3,873.33	\$ 36,151.07	\$ 8,376.40	\$ 297,119.55	\$ 341,647.00	
1500 - Funding Agency & ARRA Assistance	\$ 12,734.40	\$ 22,285.20	\$ 35,019.60	\$ 4,202.35	\$ 39,221.95	\$ 3,083.80	\$ -	\$ 42,306.00	
1600 - Project Close-out	\$ 3,573.96	\$ 6,254.43	\$ 9,828.39	\$ 1,179.41	\$ 11,007.80	\$ 2,381.00	\$ -	\$ 13,389.00	
TOTAL COMPENSATION					\$ 1,293,823.85			\$ 1,999,478.00	

End Scope of Services

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: January 11, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Neider/Howard Project - Final Change Order & Quantities Adjustments

DECISION POINT

Staff is requesting the approval of the final change order and quantity adjustments for the Neider Avenue / Howard Street improvement project.

HISTORY

This project, which came about as a result of the St. Vincent DePaul housing project on the City owned property on Neider Avenue was initiated in October 2008, brought to fruition through the summer of 2009, and completed in November 2009.

FINANCIAL ANALYSIS

The successful low bid for the project was \$672,048.70, and prior to this requested action, there was an initial change order for the substitution of solid vinyl fencing for standard chain link fencing. This change consisted of a lesser amount of fencing being installed, and lowered the contract price to \$664,780.86. This final request consists of a change order for unforeseen items (attached) that arose during the construction in the amount of \$25,542.10 (3.8%), and, for the change in quantities (some items were more than estimated, some were less) that came about during construction which resulted in an increase of \$37,878.03 (5.7%). The total amount of the change is \$63,420.13 which is a 9.5% total increase to the project.

The final cost of \$728,200.99 was below the budgeted amount of \$750,000.00 for the project.

PERFORMANCE ANALYSIS

The project was completed within the allotted timeframe and under the allotted budget.

RECOMMENDATION

Approve the final change order and close out the project.

**CHANGE ORDER
Number 2**

PROJECT: Neider Ave. / Howard St. Extension

OWNER: City of Coeur d'Alene, Idaho

EFFECTIVE DATE: December 29, 2009

CONTRACTOR: Cameron-Reilly, LLC

You are directed to make the following changes in the Contract Documents

Description:

1. Additional 12" SDR35PVC Storm Sewer Pipe \$370/catch basin/12 cb's	\$ 4,440.00
2. Water meter replacements (parts supplied – Labor only: \$420.00/ meter/16 meters	\$ 6,720.00
3. Replace AC waterline x-ing w/ C-900 - \$1260/xing/2 xing's	\$ 2,520.00
4. Backfill water valves w/ CDF - 1@ \$525.00	\$ 525.00
5. Parking pad @ 2929 Howard – 1@ \$5,837.00	\$ 5,837.00
6. Conc. Approach @ 2901 Howard	\$ 1,350.10
7. Catch Basin Connection @ 23+63 – MH	\$ 400.00
8. Sanitary Sewer Lateral Connections \$450.00/lat/7 laterals	\$ 3,150.00
9. Driveway & Walkway transition @ 2928 & 2931 Howard	\$ 600.00
10. Quantity Adjustments – attached	\$37,878.03

Total cost of Change Order: \$63,420.13

Increase / Decrease


CHANGE IN CONTRACT AMOUNT:

Original Amount	\$672,048.70
Net Changes from Previous Change Orders	(\$ 7,267.84)
Prior Contract Price	\$664,780.86
Net <u>Increase/Decrease</u>	\$ 63,420.13
Revised Contract Amt.	\$728,200.99

CHANGE IN CONTRACT TIMES:

Original Contract Days	_____
Original Completion Date	_____
Net Changes from Previous Change Orders (days)	_____
Contract Days Prior to This Change Order	_____
Net Increase / Decrease of This Change Order (days)	_____
Revised Contract Days	_____
Revised Completion Date	_____

PREPARED:

By 

Title: Engineering Proj. Mgr.

Date: December 29, 2009

NeiderCO2

APPROVED:

By 

Owner (Authorized Signature)

Date: December 31, 2009

ACCEPTED:

By _____

Contractor (Authorized Signature)

Date: _____

Quantity Adjustments to Bib Tab

<u>ITEM #</u>	<u>Description</u>	<u>Original</u>	<u>Adjusted</u>	<u>\$ Per Unit</u>	<u>Payment</u>
3.	Excavation	1,400	2,000	12.75	\$ 25,500.00
7.	Tree Removal	10	32	350.00	\$ 11,200.00
10.	8" Sanitary Sewer	1,155	1,135	25.20	\$ 28,602.00
13.	Manhole Adjustment	7	9	250.00	\$ 2,250.00
14.	12" C-900 Water Main	810	825	32.00	\$ 26,400.00
15.	8" C-900 Water Main	645	625	22.00	\$ 13,750.00
25.	12" PVC Storm Pipe	2,650	2,791	21.00	\$ 58,611.00
26.	Catch Basins w/Grate	10	12	850.00	\$ 10,200.00
28.	4" Concrete S/W	9,930	9,765	2.64	\$ 25,779.60
30.	Conc. Curb & Gutter	4,355	4,060	11.00	\$ 44,660.00
33.	Approach 16'-19'	6	23	800.00	\$ 18,400.00
34.	Approach 20'-25'	15	5	700.00	\$ 3,500.00
35.	Sight/Sound Wall	215	203	205.00	\$ 41,615.00
37.	¾" Crushed Rock	3,530	3,347	12.50	\$ 41,842.63
38.	Asphalt Pvt. 3"	1,590	1,708	65.00	\$111,020.00
39.	Asphalt Patch 3"	165	243	98.00	\$ 23,814.00
44.	6' Chain Link – new	200	180	15.00	\$ 2,700.00
46.	Utility Trench	900	1,480	8.00	\$ 11,840.00

Original cost total of noted items: \$463,806.20
Adjusted cost total of noted items: \$501,684.23
Amount paid for quantity adjustments: \$ 37,878.03

**CHANGE ORDER
Number 2**

PROJECT: Neider Ave. / Howard St. Extension **OWNER:** City of Coeur d'Alene, Idaho
EFFECTIVE DATE: December 29, 2009 **CONTRACTOR:** Cameron-Reilly, LLC

You are directed to make the following changes in the Contract Documents

Description:

1. Additional 12" SDR35PVC Storm Sewer Pipe \$370/catch basin/12 cb's	\$ 4,440.00
2. Water meter replacements (parts supplied – Labor only: \$420.00/ meter/16 meters	\$ 6,720.00
3. Replace AC waterline x-ing w/ C-900 - \$1260/xing/2 xing's	\$ 2,520.00
4. Backfill water valves w/ CDF - 1@ \$525.00	\$ 525.00
5. Parking pad @ 2929 Howard – 1@ \$5,837.00	\$ 5,837.00
6. Conc. Approach @ 2901 Howard	\$ 1,350.10
7. Catch Basin Connection @ 23+63 – MH	\$ 400.00
8. Sanitary Sewer Lateral Connections \$450.00/lat/7 laterals	\$ 3,150.00
9. Driveway & Walkway transition @ 2928 & 2931 Howard	\$ 600.00
10. Quantity Adjustments – attached	\$37,878.03

Total cost of Change Order: \$63,420.13 Increase / Decrease


CHANGE IN CONTRACT AMOUNT:

Original Amount	\$672,048.70
Net Changes from Previous Change Orders	(\$ 7,267.84)
Prior Contract Price	\$664,780.86
Net <u>Increase/Decrease</u>	\$ 63,420.13
Revised Contract Amt.	\$728,200.99

CHANGE IN CONTRACT TIMES:

Original Contract Days	_____
Original Completion Date	_____
Net Changes from Previous Change Orders (days)	_____
Contract Days Prior to This Change Order	_____
Net Increase / Decrease of This Change Order (days)	_____
Revised Contract Days	_____
Revised Completion Date	_____

PREPARED:

By 

Title: Engineering Proj. Mgr.

Date: December 29, 2009

NeiderCO2

APPROVED:

By 

Owner (Authorized Signature)

Date: December 31, 2009

ACCEPTED:

By _____

Contractor (Authorized Signature)


Date: _____

Quantity Adjustments to Bib Tab

<u>ITEM #</u>	<u>Description</u>	<u>Original</u>	<u>Adjusted</u>	<u>\$ Per Unit</u>	<u>Payment</u>
3.	Excavation	1,400	2,000	12.75	\$ 25,500.00
7.	Tree Removal	10	32	350.00	\$ 11,200.00
10.	8" Sanitary Sewer	1,155	1,135	25.20	\$ 28,602.00
13.	Manhole Adjustment	7	9	250.00	\$ 2,250.00
14.	12" C-900 Water Main	810	825	32.00	\$ 26,400.00
15.	8" C-900 Water Main	645	625	22.00	\$ 13,750.00
25.	12" PVC Storm Pipe	2,650	2,791	21.00	\$ 58,611.00
26.	Catch Basins w/Grate	10	12	850.00	\$ 10,200.00
28.	4" Concrete S/W	9,930	9,765	2.64	\$ 25,779.60
30.	Conc. Curb & Gutter	4,355	4,060	11.00	\$ 44,660.00
33.	Approach 16'-19'	6	23	800.00	\$ 18,400.00
34.	Approach 20'-25'	15	5	700.00	\$ 3,500.00
35.	Sight/Sound Wall	215	203	205.00	\$ 41,615.00
37.	¾" Crushed Rock	3,530	3,347	12.50	\$ 41,842.63
38.	Asphalt Pvt. 3"	1,590	1,708	65.00	\$111,020.00
39.	Asphalt Patch 3"	165	243	98.00	\$ 23,814.00
44.	6' Chain Link – new	200	180	15.00	\$ 2,700.00
46.	Utility Trench	900	1,480	8.00	\$ 11,840.00

Original cost total of noted items: \$463,806.20
Adjusted cost total of noted items: \$501,684.23
Amount paid for quantity adjustments: \$ 37,878.03

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 11, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Purchase Agreement for Howard Street R/W from Eddie Keith / Tract 54
Fruitlands Addition Acre Tracts

DECISION POINT

Staff is requesting that the Committee approve and forward to the City Council, the recommendation to approve the right-of-way purchase agreement with Eddie Keith, owner of Tract 54 Fruitlands Addition Acre Tracts, for 2,974 square feet that is necessary for the Howard Street extension.

HISTORY

The Howard Street corridor has been a component of City's transportation plan since it was revised in 1989. Classified as a collector street, construction was initiated in 1996 with the construction of the Fred Meyer complex between Kathleen and Bosanko Avenues. The recent completion of the center portion of the Howard Street corridor as a requirement of the Braunson Addition (St. Vincent residential complex) has brought about the impetus to finish the roadway corridor. Right-of-way appraisals have been completed on all necessary properties and acquisition is underway.

FINANCIAL ANALYSIS

The appraisal completed by Acquisition Services, Inc. in December 2009, valued the property at \$5.25/sf. A payment of \$15,614.00 (rounded up) for the necessary 2,974 square feet, represents the true market value of the property.

PERFORMANCE ANALYSIS

Purchase of this parcel almost completes the acquisition of all the parcels necessary for the completion of the Howard Street roadway corridor between Kathleen Avenue and W. Appleway. This connection is planned to be under construction during the summer months of 2010, and, will be opened in conjunction with the installation and activation of the traffic signal at the intersection of Howard St. and Kathleen Avenue.

RECOMMENDATION

1. Approve the right-of-way purchase agreement with Eddie Keith, and forward that recommendation on to the City Council.

RIGHT OF WAY CONTRACT

Project: Howard Street Extension
Parcel No: 4

THIS AGREEMENT, made this 28TH day of December, 2009, between KEITH - WILSON, LLC, an Idaho Limited Liability Company, herein called Grantor, and the City of Coeur d'Alene, Kootenai County, a political subdivision of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, herein called Grantee.

WHEREAS, Grantor herewith delivers to the Grantee a Warranty Deed for highway purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Grantee shall pay Grantor and the Lienholder(s), if any, such sums of monies as are set out below. Grantor agrees to pay all taxes and assessments due and owing, including those for the year 2009.
2. This contract shall not be binding unless and until executed by the City of Coeur d'Alene or their authorized representative.
3. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right-of-way and shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
4. RIGHT-OF-WAY/LAND & IMPROVEMENTS: The Grantee will pay Grantor for right-of-way/and improvements as follows:

Right-of-Way:

2,974 sq.ft. @ \$5.25/sq.ft.	\$15,614.00
------------------------------	-------------

TOTAL CONSIDERATION:	<u>\$15,614.00</u>
----------------------	--------------------

Project: Howard Street Extension
Parcel No: 4

5. Grantee shall construct and/or retain and protect all approaches, land improvements, and irrigation facilities in accordance with the approved right-of-way plans.
6. INGRESS and EGRESS: Grantor hereby grants the Grantee or its contractor a temporary construction easement for ingress and egress for construction of sidewalks, curbs and gutters, fences, drainage facilities and approaches, or any other item requiring minor encroachment on the Grantor's remaining property during construction. Said Easement to terminate upon completion of construction.
7. LEGAL AND PHYSICAL POSSESSION: Grantor shall give the Grantee legal and physical possession on date of payment; 90 days for possession is waived.
8. Grantor represents that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they observed or have been informed. In the alternative, if the Grantor has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.

Project: Howard Street Extension
Parcel No: 4

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTOR:

KEITH - WILSON, LLC, an Idaho
Limited Liability Company

By: Eddie A. Keith
Eddie A. Keith
Managing Member

Recommended for Approval:

By: [Signature]
Right-of-Way Agent

Approved for City of Coeur d'Alene

On _____, 2010

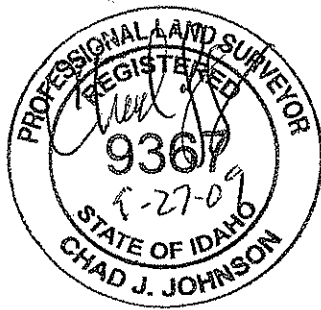
By: _____

EXHIBIT "B"

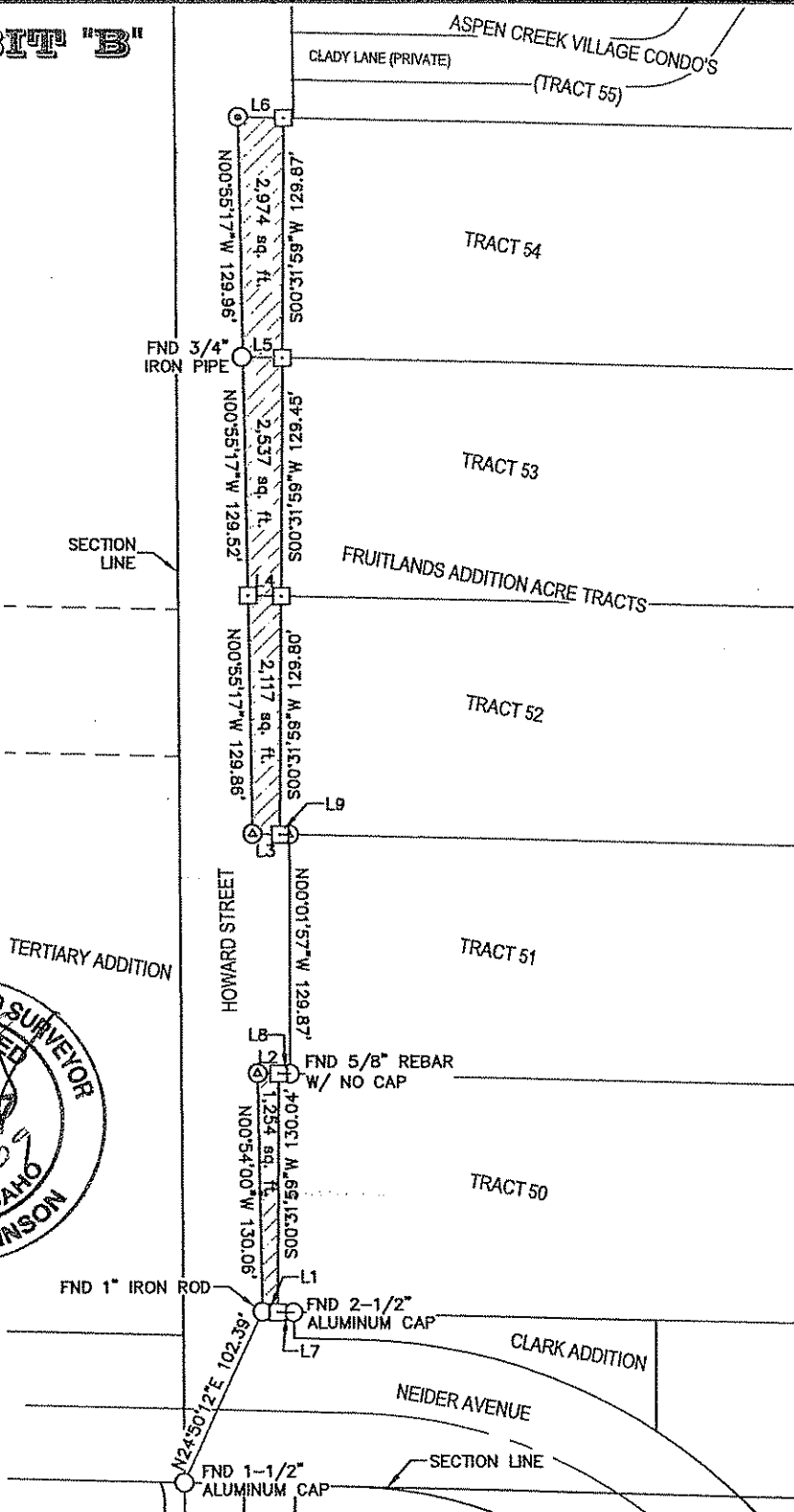
LEGEND

- ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 6374
- ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 4194
- CALCULATED POINT, NOTHING FOUND OR SET
- ▨ RIGHT OF WAY TO BE PURCHASED BY CITY OF COEUR D'ALENE

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.02	N88°53'27"W
L2	11.27	S89°12'28"E
L3	14.66	N88°48'32"W
L4	17.96	S88°51'19"E
L5	21.25	S88°52'28"E
L6	24.55	S88°51'34"E
L7	8.71	S88°53'27"E
L8	6.31	S89°12'28"E
L9	5.03	N88°48'32"W

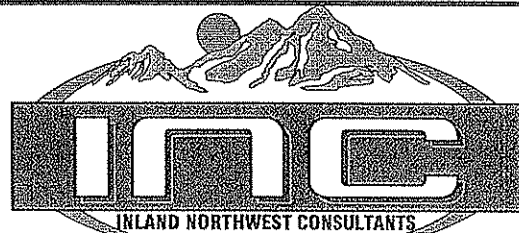


TERTIARY ADDITION



ISSUE DATE: 05-06-09 DRAWN BY: SMA
 PROJ. # 08-178 SCALE: 1:100
 DWG FILE: SRVY/XHBT/*-HOWARD_RWY_XHBT.DWG

SHEET TITLE:
**NORTH HALF OF SECTION 2,
 T50N, R4W, B. M., CITY OF COEUR
 D'ALENE, KOOTENAI COUNTY, ID**



ENGINEERS • SURVEYORS • PLANNERS
 1296 Polston Avenue, Suite B, Post Falls, Idaho 83854
 PHONE (208) 773-8370 www.incnorthwest.com FAX (208) 777-2128

RIGHT OF WAY CONTRACT

Project: Howard Street Extension
Parcel No: 4

THIS AGREEMENT, made this 28TH day of December, 2009, between KEITH - WILSON, LLC, an Idaho Limited Liability Company, herein called Grantor, and the City of Coeur d'Alene, Kootenai County, a political subdivision of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, herein called Grantee.

WHEREAS, Grantor herewith delivers to the Grantee a Warranty Deed for highway purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Grantee shall pay Grantor and the Lienholder(s), if any, such sums of monies as are set out below. Grantor agrees to pay all taxes and assessments due and owing, including those for the year 2009.
2. This contract shall not be binding unless and until executed by the City of Coeur d'Alene or their authorized representative.
3. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right-of-way and shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
4. RIGHT-OF-WAY/LAND & IMPROVEMENTS: The Grantee will pay Grantor for right-of-way/and improvements as follows:

Right-of-Way:

2,974 sq.ft. @ \$5.25/sq.ft.	\$15,614.00
------------------------------	-------------

TOTAL CONSIDERATION:	\$15,614.00
----------------------	-------------

Project: Howard Street Extension
Parcel No: 4

5. Grantee shall construct and/or retain and protect all approaches, land improvements, and irrigation facilities in accordance with the approved right-of-way plans.
6. INGRESS and EGRESS: Grantor hereby grants the Grantee or its contractor a temporary construction easement for ingress and egress for construction of sidewalks, curbs and gutters, fences, drainage facilities and approaches, or any other item requiring minor encroachment on the Grantor's remaining property during construction. Said Easement to terminate upon completion of construction.
7. LEGAL AND PHYSICAL POSSESSION: Grantor shall give the Grantee legal and physical possession on date of payment; 90 days for possession is waived.
8. Grantor represents that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they observed or have been informed. In the alternative, if the Grantor has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.

Project: Howard Street Extension
Parcel No: 4

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTOR:

KEITH - WILSON, LLC, an Idaho
Limited Liability Company

By: Eddie A. Keith
Eddie A. Keith
Managing Member

Recommended for Approval:

By: [Signature]
Right-of-Way Agent


Approved for City of Coeur d'Alene

On _____, 2010

By: _____

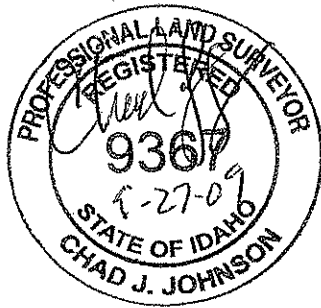
EXHIBIT "B"

LEGEND

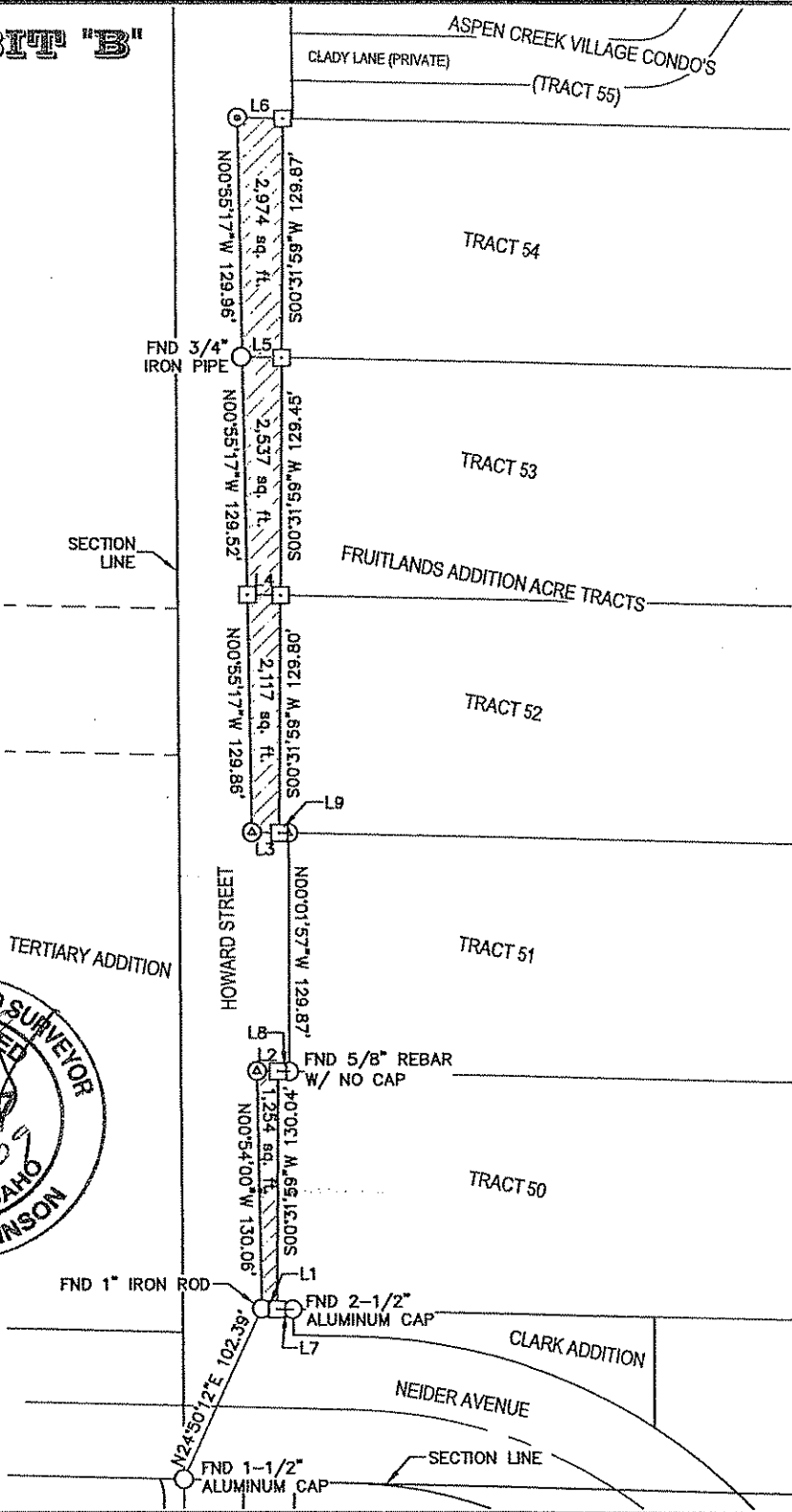
- ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 6374
- ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 4194
- CALCULATED POINT, NOTHING FOUND OR SET
-  RIGHT OF WAY TO BE PURCHASED BY CITY OF COEUR D'ALENE

LINE TABLE

LINE	LENGTH	BEARING
L1	8.02	N88°53'27"W
L2	11.27	S89°12'28"E
L3	14.66	N88°48'32"W
L4	17.96	S88°51'19"E
L5	21.25	S88°52'28"E
L6	24.55	S88°51'34"E
L7	8.71	S88°53'27"E
L8	6.31	S89°12'28"E
L9	5.03	N88°48'32"W

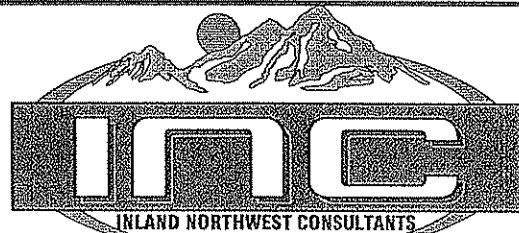


TERTIARY ADDITION



ISSUE DATE: 05-06-09 DRAWN BY: SMA
 PROJ. # 08-178 SCALE: 1:100
 DWG FILE: SRVY/XHBT/*-HOWARD_RWY_XHBT.DWG

SHEET TITLE:
**NORTH HALF OF SECTION 2,
 T50N, R4W, B. M., CITY OF COEUR
 D'ALENE, KOOTENAI COUNTY, ID**



ENGINEERS • SURVEYORS • PLANNERS
 1296 Polston Avenue, Suite B, Post Falls, Idaho 83854
 PHONE (208) 773-8370 www.incnorthwest.com FAX (208) 777-2128

DATE: January 11, 2010

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Extension for Completion of Annexation Agreement for the Education Corridor.

DECISION POINT:

Determine whether an extension should be granted for completion of an annexation agreement with NIC for the Education Corridor Property.

HISTORY:

In June 2009, the City Council approved the annexation of the subject property, which is the former DeArmond mill site along Northwest Blvd. Staff has had several conversations with the applicant since that time concerning the annexation agreement and NIC and others have been working on preparing site layout plans for the site that will help clarify what elements should be addressed in the annexation agreement. Site planning is not a quick process, as such the applicant has requested an extension until June 16, 2010 for completion of the annexation agreement.

FINANCIAL ANALYSIS:

Granting the extension is financially neutral.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

Council has a policy of requiring annexation agreements to be completed within six months of the hearing on the annexation. However, in the past Council has allowed extensions of time when there were extenuating circumstances. In this instance, the applicant has been working with City staff and others to complete a final development plan that will facilitate the annexation agreement.

DECISION POINT/RECOMMENDATION:

Determine whether an extension should be granted for completion of an annexation agreement with NIC for the Education Corridor Property.

RAMSDEN & LYONS, LLP

ATTORNEYS AT LAW

MICHAEL E RAMSDEN*
MARC A LYONS*
DOUGLAS S MARFICE*
MICHAEL A EALY*
TERRANCE R HARRIS*
APRIL M LINSKOTT
RUDY J VERSCHOOR
JENNIFER L DAHLSTROM*
CHRISTOPHER D GABBERT
VIRGINIA McNULTY ROBINSON
THERON J DE SMET

P O BOX 1336
COEUR D'ALENE, ID 83816-1336

TELEPHONE: (208) 664-5818
FACSIMILE: (208) 664-5884
E-MAIL: firm@ramsdentlyons.com
WEBSITE: www.ramsdentlyons.com

STREET ADDRESS:
700 NORTHWEST BLVD
COEUR D'ALENE, ID 83814

ALL ATTORNEYS LICENSED IN IDAHO
* LICENSED IN WASHINGTON

WILLIAM F BOYD OF COUNSEL

November 24, 2009

Warren J. Wilson
Coeur d'Alene City Attorney's Office
710 East Mullen Ave.
Coeur d' Alene, ID 83814

Re: Request for Extension
North Idaho College Foundation's Annexation Application
for the Stimson Mill Site

Dear Warren:

Please accept this letter as North Idaho College Foundation's request for an extension to complete the Annexation Agreement regarding the Stimson mill site. The current deadline to complete the Annexation Agreement is December 16, 2009. The Foundation hereby requests an additional six months to complete the Annexation Agreement by extending the deadline until June 16, 2010.

The reason for this request is that there are ongoing discussions between the Foundation, North Idaho College, city officials and other interested stakeholders regarding the future development and design of the property. Currently, there are a number of conceptual ideas on developing the property, but nothing that has been finally approved. This lack of a final development design has made it difficult to complete the Annexation Agreement with the level of detail that the parties desire.

It is anticipated that an extension of six months will allow North Idaho College and the other stakeholders to gain a clearer understanding of the future design and development of the property. This will greatly assist in completing the Annexation Agreement in terms of

Warren J. Wilson
November 24, 2009
Page 2

having a more clearly defined section on the planning and design of the property and also determining what level of future development approvals will be necessary.

Please contact me if you have any questions or concerns about the above. I appreciate your prompt attention to this matter.

Sincerely,

Terrance R. Harris

TRH/hn
cc. North Idaho College Foundation
North Idaho College

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 11, 2010

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Amendment 1 to Annexation Agreement with Western Property.

DECISION POINT:

Provide the full City Council with a recommendation on whether the proposed amendment 1 to the annexation agreement with Western Property should be approved.

HISTORY:

On June 20, 2006, the City Council approved the annexation of the subject property, which sits between the I-90 Freeway and Seltice Way. At the time of annexation, the annexation map provided by the owner was incorrect and included a small parcel of property that the owner had transferred to a third party without the City's notice. This small parcel was included in the calculation to determine the total annexation fee due. Since that time, Riverview Ventures, LLC has acquired the property and paid \$159,250.00 in annexation fees. Riverview Ventures, LLC has different plans for the property and a plat of the property was recently approved. As such, Riverview has requested that the annexation agreement be amended to clarify the amount of remaining annexation fees and when they are due. Staff has had worked with them over the past several months to prepare the attached draft.

FINANCIAL ANALYSIS:

The amendment would base the remaining fee on the amount of commercial property built on the property (based on square feet) as allowed by the annexation fee policy. This results in a cost savings to the owner of approximately \$35,370.00.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

Approving the proposed amendment will clarify the amount of remaining annexation fees and correct an error in the amount of fees due based on the inaccurate map. It also provides a timeline for when the fees are due and gives the City tools to collect the fees.

DECISION POINT/RECOMMENDATION:

Approve the proposed amendment 1 to the Western Property Annexation Agreement.

**AMENDMENT 1
TO
ANNEXATION AGREEMENT BETWEEN
CITY OF COEUR D'ALENE AND WESTERN PROPERTY MANAGEMENT, LLC.
RECORDED AS INSTRUMENT # 2095672000**

WHEREAS, The above parties entered into an Annexation Agreement on April 3, 2007, adopted pursuant to Resolution No. 07-030, regarding the annexation of a certain parcel of real property located between Seltice Way and I-90 approximately ½ mile east of Huetter Road into the City of Coeur d'Alene (hereinafter "City"); and

WHEREAS, the Annexation Agreement allowed Western Property Management, LLC (hereinafter "Western Property") to make an initial payment of Seven Thousand Dollars (\$7,000.00) towards the total annexation fee but required Western Property to submit a plat for the property no later than January 1, 2008 so that the final annexation fee could be calculated on the platted density of the property; and

WHEREAS, **Riverview Ventures, LLC** (hereinafter "Riverview" or "Owner"), has now acquired the interest of Western Property in the subject Annexation Agreement; and

WHEREAS, to date, Riverview and Western Property have paid annexation fees in the amount of One Hundred Fifty Nine Thousand Dollars and no/100 (\$159,250.00), leaving a balance due of Fifty Seven Thousand Five Hundred Dollars and no/100 (\$57,500.00); and

WHEREAS, Riverview has requested that the Annexation Agreement be amended to address the timing for payment of the remaining fees; and

WHEREAS, it is in the City's interest to amend the Annexation Agreement to clarify when the annexation fee payments for the property are due.

THEREFORE, in order to clarify when annexation fees for the property are due, the parties mutually agree to amend the Annexation Agreement as follows:

1. Article V. Section 5.1:

Article V, Section 5.1 is hereby amended to read as follows:

- 5.1 Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of Two Hundred and Sixteen Thousand Seven Hundred and Fifty Dollars and no/100 (\$216,750.00). Provided however, this fee may be reduced to reflect actual development intensity as discussed in Section 5.3 below. This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per potential equivalent dwelling unit), as it applies to the 17 acres of C17 zoned developable land within the Property. The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and

other services. The Owner will remain responsible for all other costs and fees required by City code.

2. Article V. Section 5.3:

Article V, Section 5.3 is hereby amended to read as follows:

5.3 Payment Schedule and Covenant to Limit Development: The parties acknowledge that One Hundred Fifty Nine Thousand Dollars and no/100 (\$159,250.00) has been paid to the City in annexation fees, which reflects the required annexation fees for the approximate 12 acres in the interior of the Property that the owner intends to develop with residential units. Owner has since that time obtained preliminary plat approval for the Riverview Subdivision, a six (6) lot subdivision of the Property. Owner has also submitted a site plan for the preliminarily approved subdivision that would limit construction on three (3) of the lots to a total of 84,216 square feet as depicted on the attached exhibit "A", which by this reference is incorporated herein. Owner further covenants that if the final plat approval for the Riverview Subdivision is granted, it will not construct or allow to be constructed on lots 1, 2 and 3 structures larger than those depicted on exhibit "A". Based, on the site plan and the covenant from the Owner, the City will calculate the annexation fee for those three (3) lots based on the square footage of the proposed facility (as allowed by Coeur d'Alene Municipal Resolution 94-059) resulting in a total remaining annexation fee of Twenty Two Thousand One Hundred Thirty Dollars and no/100 (\$22,130.00), which will be due and payable on or before July 1, 2010. In the event that Owner does not complete the Riverview Subdivision as required by City code, the total remaining annexation fee of Fifty Seven Thousand Five Hundred Dollars and no/100 (\$57,500.00) shall become immediately due and payable. Owner specifically agrees that the City may, without any recourse to the Owner, withhold any building permits or other development approvals for the Property if any annexation fees are past due until the remaining annexation fees are paid in full.

3. No Further Modification of the Annexation Agreement:

The parties agree that the Annexation Agreement, as herein amended, remains in full force and effect and that this amendment to the Annexation Agreement between the parties does not amend or alter any other right or obligation of either party under the Annexation Agreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and the Owners have caused the same to be executed.

DATED THIS 19th day of January, 2010.

CITY OF COEUR D'ALENE

RIVERVIEW VENTURES, LLC

By: _____
Sandi Bloem, Mayor

By: _____
Kevin Rudeen, General Manager

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of January, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared **Kevin Rudeen**, known or identified to me to be the **General Manager** of **Riverview Ventures, LLC** and the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: January 7, 2010
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: Approval of Change Order Numbers 1 – 5 for the 4th St. Improvement Project

DECISION POINT

Staff is requesting City Council approval of change order numbers 1 – 5 to balance the final quantities for this year's 4th street improvement project between Lakeside Avenue and Harrison Avenue.

HISTORY

City Council approval is necessary to amend the contract with Safco, Inc.

FINANCIAL ANALYSIS

The total cost of these change orders are \$258,944.80. This increase in the project cost will be shared with the City of Coeur d'Alene, Lake City Development Corporation (LCDC), and the property owners. The cost for the improvement project is \$2,924,000.00. LCDC has committed to \$1,674,000.00, the City of Coeur d'Alene has committed to \$1,000,000.00 and the Local Improvement District will be \$250,000.00. The City's contribution came from the Overlay Fund and the Water, Wastewater, Storm Water Utilities. The project did not exceed the city's original budget of \$1,000,000.00 nor did the LID increase. Therefore, there were sufficient funds in the project budget to cover the cost of these change orders. The final assessments for the LID will be brought forward in February.

PERFORMANCE ANALYSIS

These change orders are to balance the final construction quantities on the 4th Street Improvement Project. The main reasons for the increase in the final contract prices were costs incurred for transitions behind the new sidewalk from existing conditions (such as parking lots, driveways, etc.) and some unexpected upgrades in the water service lines. See the attached change order numbers 1 – 5.

RECOMMENDATION

Staff recommends a motion to approve change order numbers 1 – 5 and a resolution to amend the contract with Safco, Inc.

CHANGE ORDER

NUMBER 1

PROJECT: 2009 4TH ST. IMPROVEMENT PROJECT

OWNER: CITY OF COEUR D' ALENE

EFFECTIVE DATE: JUNE 3, 2009

CONTRACTOR: SAFCO, INC.

You are directed to make the following changes in the Contract Documents

Description: 1) Added labor and material cost for the business signs of \$1,665.00
2) Added cost for changing from the Mutual brand pavers to the Abbotsford brand pavers at the 5 accented intersections for bid item # 37. The new unit price is approximately \$9.58 per SF. The added contract cost is ~~\$20,708.35~~ \$20,758.00

Total Cost of Change Order: \$22,373.35

Increase

OA

CHANGE IN CONTRACT AMOUNT:

Original Amount: \$ 2,129,389.79

Net Changes From Previous Change Orders: \$ 0.00

Prior Contract Price: \$ 2,129,389.79

Net Increase: ~~\$22,373.35~~ \$ 22,423.00

Revised Contract Amount: \$ 2,151,763.14

812.79

OA

CHANGE IN CONTRACT TIMES:

Original Contract Days: 145

Original Completion Date: 10/16/09

Net Changes from Previous Change Order Days: 0

Contract Days Prior to This Change Order: 145

Net Increase of This Change Order: 0

Revised Contract Days: 0

Revised Completion Date: 10/16/09

PREPARED:

By: Dennis J. Grant

Title: Engineering Project Manager

Date: June 3, 2009

APPROVED:

By: [Signature]

Owner: City of Coeur d'Alene

Date: June 3, 2009

ACCEPTED:

By: [Signature]

Contractor: SAFCO INC.

Date: June 3, 2009

CHANGE ORDER

NUMBER 2

PROJECT: 2009 4TH ST. IMPROVEMENT PROJECT

OWNER: CITY OF COEUR D' ALENE

EFFECTIVE DATE: JUNE 11, 2009

CONTRACTOR: SAFCO, INC.

You are directed to make the following changes in the Contract Documents

Description: 1) To add piping and thirty-nine concrete junction boxes adjacent to tree wells, as well as a small round box inside each tree well to store the cords in. The piping would terminate at Montana as discussed in a type C box for future installation of the service equipment.

Total Cost of Change Order: \$40,210.00

Increase

CHANGE IN CONTRACT AMOUNT:

Original Amount: \$ 2,129,389.79

Net Changes From Previous Change Orders: 423.00 *AM*
\$ 22,373.35

Prior Contract Price: 812.79 *AM*
\$ 2,151,763.14

Net Increase: \$ 40,210.00

Revised Contract Amount: 2,022.79 *AM*
\$ 2,191,973.14

CHANGE IN CONTRACT TIMES:

Original Contract Days: 145

Original Completion Date: 10/16/09

Net Changes from Previous Change Order Days: 0

Contract Days Prior to This Change Order: 145

Net Increase of This Change Order: 0

Revised Contract Days: 0

Revised Completion Date: 10/16/09

PREPARED:

By: Dennis J. Grant

Title: Engineering Project Manager

Date: June 11, 2009

APPROVED:

By: [Signature]

Owner: City of Coeur d'Alene

Date: June 11, 2009

ACCEPTED:

By: [Signature]

Contractor: Safco Inc

Date: 6/15/09

CHANGE ORDER

NUMBER 3

PROJECT: 2009 4TH ST. IMPROVEMENT PROJECT

OWNER: CITY OF COEUR D' ALENE

EFFECTIVE DATE: JUNE 24, 2009

CONTRACTOR: SAFCO, INC.

You are directed to make the following changes in the Contract Documents

Description: 1) To abandon the self tapping sleeves on the existing water mainline. The cost will be for a per each unit price of \$320.00. There will be approximately ⁶⁹ self tapping saddles to remove for a total cost of ~~\$22,080.00~~ ^{22,720.00 DM}. The change order will be tracked on a per each unit basis, and will consist of Safco Inc. supplying the labor and equipment only needed to excavate and backfill each location where a saddle is desired to be removed. The City of Coeur d'Alene Water department will supply all labor and materials needed to execute the abandonment of the existing saddles and replace them with the stainless steel bands. The City Water department will be responsible for notifying the public of any water shutdowns associated with this change order.

Total Cost of Change Order: ~~\$22,080.00~~ ^{22,720.00 DM} Increase

CHANGE IN CONTRACT AMOUNT:

Original Amount: \$ 2,129,389.79

Net Changes From Previous Change Orders: ^{633.00 DM} ~~\$ 62,583.35~~

Prior Contract Price: ^{2,022.79 DM} ~~\$ 2,191,973.14~~

Net Increase: ^{720.00 DM} ~~\$ 22,080.00~~

Revised Contract Amount: ^{742.79 DM} \$ 2,214,053.14

CHANGE IN CONTRACT TIMES:

Original Contract Days: 145

Original Completion Date: 10/16/09

Net Changes from Previous Change Order Days: 0

Contract Days Prior to This Change Order: 145

Net Increase of This Change Order: 0

Revised Contract Days: 0

Revised Completion Date: 10/16/09

PREPARED:

By: Dennis J. Grant

Title: Engineering Project Manager

Date: June 24, 2009

APPROVED:

By: [Signature]

Owner: City of Coeur d'Alene

Date: June 24, 2009

ACCEPTED:

By: [Signature]

Contractor: Safco

Date: 8/13/09

CHANGE ORDER

NUMBER 4

PROJECT: 2009 4TH ST. IMPROVEMENT PROJECT

OWNER: CITY OF COEUR D' ALENE

EFFECTIVE DATE: AUGUST 24, 2009

CONTRACTOR: SAFCO, INC.

You are directed to make the following changes in the Contract Documents

- Description: 1) Trench Drain installation in front of Clean Cuts. The lump sum cost is \$4,417.15. The change order will consist of Safco Inc. supplying and installing 1 trench drain per the JUB plans. The trench drain will be approximately 25' long and will include an inline catch basin and permanent tie into the existing storm drain under the sidewalk. The trench drain will be poured monolithically with the sidewalk. The trench grate will be manufactured by urban accessories and will compliment the design of the tree grates. Pricing for this change order includes all labor and equipment, materials, and freight for a complete installation.
- 2) Installing the cast iron detectable warning plates. The cost will be for a per each unit price of \$258.00. The change order will consist of Safco Inc. supplying and installing 26 - 24" x 48" cast iron detectable warning plates inside the city chosen ped ramps (mid-town area). The pricing for this change order is in addition to bid item # 21, and is not meant as a substitution for this bid item. The additional \$258.00 per ped ramp will cover the added cost of the 24" x 48" cast iron detectable warning plates, as well as labor for installation, and freight.

Total Cost of Change Order: \$11,125.15

Increase

CHANGE IN CONTRACT AMOUNT:

Original Amount: \$ 2,129,389.79

Net Changes From Previous Change Orders: 85,353.00 DM
~~\$ 84,663.35~~

Prior Contract Price: 742.79 DM
~~\$ 2,214,053.14~~

Net Increase: \$ 11,125.15

Revised Contract Amount: 867.94 DM
\$ 2,225,178.29

CHANGE IN CONTRACT TIMES:

Original Contract Days: 145

Original Completion Date: 10/16/09

Net Changes from Previous Change Order Days: 0

Contract Days Prior to This Change Order: 145

Net Increase of This Change Order: 0

Revised Contract Days: 0

Revised Completion Date: 10/16/09

PREPARED:

APPROVED:

ACCEPTED:

By: Dennis J. Grant

By: [Signature]

By: [Signature]

Title: Engineering Project Manager

Owner: City of Coeur d'Alene

Contractor: SAFCO

Date: August 12, 2009

Date: August 12, 2009

Date: 8/14/09

CHANGE ORDER

NUMBER 5

PROJECT: 2009 4TH ST. IMPROVEMENT PROJECT

OWNER: CITY OF COEUR D' ALENE

EFFECTIVE DATE: October 16, 2009

CONTRACTOR: SAFCO, INC.

You are directed to make the following changes in the Contract Documents

Description: 1) To reflect actual quantities constructed.

Total Cost of Change Order: \$162,466.65

Increase

CHANGE IN CONTRACT AMOUNT:

Original Amount: \$ 2,129,389.79

Net Changes From Previous
Change Orders:

\$ 96,478.15

Prior Contract Price:

\$ 2,225,867.94

Net Increase:

\$ 162,466.65

Revised Contract Amount:

\$ 2,388,334.59

CHANGE IN CONTRACT TIMES:

Original Contract Days: 145

Original Completion Date: 10/16/09

Net Changes from Previous
Change Order Days:

0

Contract Days Prior to This
Change Order:

145

Net Increase of This
Change Order:

0

Revised Contract Days:

0

Revised Completion Date:

10/16/09

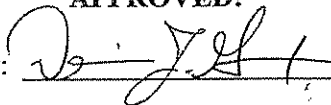
PREPARED:

APPROVED:

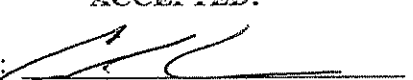
ACCEPTED:

By: Dennis J. Grant

By:



By:



Title: Engineering Project Manager

Owner: City of Coeur d'Alene

Contractor: Safco Inc

Date: December 4, 2009

Date: December 4, 2009

Date: December 9, 2009

**CITY COUNCIL
STAFF REPORT**

DATE: January 19, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Hawk's Nest 4th Addition: Partial Acceptance of Improvements, Installation of Maintenance/Warranty Agreement and M/W Security

DECISION POINT

Staff is requesting the following:

1. City Council acceptance a portion of the installed public improvements for the Hawk's Nest 4th Addition.
2. Approval of the accompanying Maintenance/Warranty Agreement and security.

HISTORY

- a. Applicant: Mitch Swenson
MDM Construction, Inc.
PO Box 2006
Hayden, ID 83835
- b. Location: West of Atlas Road and north of Hanley Avenue.
- c. Previous Action:
 1. Final plat approval and subdivision agreement for uninstalled improvements in December 2009.

FINANCIAL ANALYSIS

The contractor MDM Construction, Inc. is signing the Maintenance/Warranty Agreement and furnishing the maintenance security for the subdivision developer Tim Mueller, Hayden, LLC. The security in the amount of \$60,794.00 will be held for the one year term to warrant the installed infrastructure in the development.

PERFORMANCE ANALYSIS

The developer has installed a portion of the required infrastructure and is requesting its acceptance in order to obtain building permits and Certificates of Occupancy on structures that may be completed in the near future. Without the acceptance and the Maintenance/Warranty Agreement in place, CO issuance would not be possible. The partial acceptance only involves the infrastructure that has been installed on Accipter Drive, Cara Cara Lane and Furcula Drive that has been found acceptable to the City Public Works Inspector and the City Engineer. Outstanding infrastructure that is covered by the existing Subdivision Agreement is not impacted by this acceptance, which will remain in place to insure the construction of the uncompleted Carrington Lane roadway.

DECISION POINT RECOMMENDATION

1. Accept the installed public improvements on Accipter Drive, Cara Cara Lane and Furcula Drive in the Hawk's Nest 4th Addition.
2. Approve the Maintenance/Warranty agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of January, 2010 between MDM Construction, Inc., whose address is PO Box 2006, Hayden, ID 83835, with Mitch Swenson, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Hawk's Nest 4th Addition, a sixty three (63) lot residential development in Coeur d'Alene, situated in the southeast quarter of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; and

WHEREAS, this agreement constitutes only a partial acceptance of the installed improvements, and, it is understood that there will be a subsequent warranty period that will cover the outstanding infrastructure that has not yet been installed (specifically Carrington Lane, Sheet C6) per the approved infrastructure plans, entitled Hawk's Nest 4th Addition Improvement Plans, signed and stamped by Ray Kimball, PE # 11617 of Inland NW Consultants, Inc., dated June 9, 2009 and October 20, 2009; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Hawk's Nest Fourth Addition Record Drawings", signed and stamped by Ray Kimball, PE # 11617 of Inland NW Consultants, Inc., dated November 23, 2009, for the platted streets shown as Accipter Drive, Cara Cara Lane and Furcula Drive, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, fire hydrants, storm water swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter, concrete sidewalk and pedestrian ramps, bike trail, street lighting, roadway markings, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Sixty Thousand Seven Hundred Ninety Four and 00/100 Dollars (\$60,794.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 19th day of January 2011. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer

further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

MDM Construction, Inc.

Sandi Bloem, Mayor



Mitch Swenson, President

ATTEST

Susan Weathers, City Clerk

MAINTENANCE/WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE MDM CONSTRUCTION, INC. as

Principal and Berkley Regional Insurance Company authorized to do business in the State of Idaho as Surety, are held and firmly bound unto the City of Coeur d'Alene, as Obligee, in the

penal sum of SIXTY THOUSAND SEVEN HUNDRED NINETY FOUR AND no/100s DOLLARS (\$60,794.00) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, MDM Construction, Inc. has completed the installation of certain public improvements in the subdivision plat known as Hawk's Nest 4th Addition, situated in the SE Q of Sec 28, Tnshp 51 N, Range 4 W, B. M., Kootenai County, Idaho; and the City of Coeur d'Alene has approved said final subdivision; and

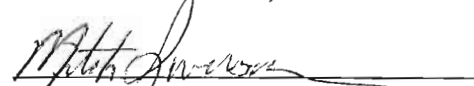
WHEREAS, MDM Construction, Inc. agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Hawk's Nest Fourth Addition Record Drawings," signed and stamped by Ray Kimball PE of Inland NW Consultants, Inc., dated November 23, 2009 for the platted streets shown as Accipter Drive, Cara Cara Lane and Furcula Drive, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, fire hydrants, storm water swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter, concrete sidewalk and pedestrian ramps, bike trail, street lighting, roadway markings, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall maintain and warrant said improvements and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to provide such maintenance and warranty, then this obligation shall be null and void; otherwise to remain in full force and effect.

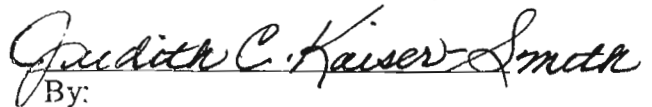
This surety security shall not be released until the 19th day of January 2011.

Signed and sealed this 12th day of January, 2010.

MDM Construction, Inc.



Mitch Swenson, President
Berkley Regional Insurance Company



By:
Attorney-in-Fact, Judith C. Kaiser-Smith

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Walter W. Wolf, James E. Majeskey II, Judith C. Kaiser-Smith, Judith A. Rapp, Lois Lee or Shawn M. Wilson of Wolf-Majeskey-Rapp, Inc. of Spokane, Washington

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 Dollars (\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of February, 2009.

Attest:

Berkley Regional Insurance Company

(Seal)

By [Signature]
Ira S. Lederman
Senior Vice President & Secretary

By [Signature]
Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 17 day of February, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES ON JUNE 30, 2012

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of January, 2010.

(Seal)

[Signature]
Steven Coward

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

MEMORANDUM

DATE: January 4, 2010

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled February 2, 2010, to hear public testimony regarding the 2010 Community Development Block Grant (CDBG) Funding, 2010 Annual Action Plan, for the HUD CDBG funds directly allocated to the City of Coeur d'Alene.

ANNOUNCEMENTS

Memo to Council

DATE: January 11, 2010

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the January 19th Council Meeting:

DENNY DAVIS

LAKE CITY DEVELOPMENT CORPORATION

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Tony Berns, LCDC Executive Director

PUBLIC HEARINGS

MEMORANDUM

TO: MAYOR BLOEM AND THE CITY COUNCIL
DATE: JANUARY 14, 2010
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: APPROVAL OF AMENDMENTS TO THE COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) 2009 ANNUAL ACTION PLAN

DECISION POINT:

- To authorize the proposed amendments to the CDBG 2009 Annual Action Plan, including the following:
 - Grant award to St. Vincent De Paul for a public services project to include transitional housing through the Angel Arms project, and case management in the amount of \$44,600.
 - Grant award to Habitat for Humanity toward infrastructure to property located at Hazel Avenue (specifically, Lots 3 and 4, Block 11, Roche Park Addition, Coeur d'Alene, Idaho) which will provide up to 5 housing units, in an amount not to exceed \$45,400.

HISTORY: The City of Coeur d'Alene conducted a competitive RFP process, that included submittal of a grant application, review by the Ad Hoc Committee (August 4, 2009) and recommendations being made to the City Council on August 18, 2009. Thereafter, it was clarified by our HUD representative that this process requires a substantial amendment to the CDBG Plan Year 2009 Action Plan. Therefore, this request to City Council will formalize the process, provide an additional public comment opportunity, and allow staff to move forward with sub-recipient agreements with St. Vincent De Paul and Habitat for Humanity. The following is a brief description of the two projects recommended by the CDBG Ad Hoc Committee.

St. Vincent De Paul Project Overview (CDBG Grant Award \$44,600).

Rapid Re-housing/Housing First is designed to help the homeless transition more rapidly out of the shelter system. It includes crisis intervention, re-housing quickly, follow-up case management, and housing support services to prevent the reoccurrence of homelessness. Under the CDBG Entitlement Program grant, they will expand this project to include two family-sized units for homeless families. These families would also receive the intensive weekly case management, develop a self-sufficiency plan, and be connected to the necessary resources to help them successfully complete their self sufficiency plan.

The program will target lower-income families with incomes of 50% or below area median income. Should a family reach self-sufficiency in less time than the grant period allows, another qualifying homeless family may be housed.

Habitat for Humanity Project Overview (CDBG Grant Award \$45,400).

Habitat for Humanity of North Idaho owns a parcel of land within the Coeur d'Alene City limits, specifically Lots, 3 and 4, Block 11, Roche Park Addition, Coeur d'Alene, Idaho. They are proposing up to five (exact number of units to be determined after engineer's report is complete) single-family dwelling units be constructed through the Habitat program on this parcel. The Grant award will provide part of the funding for the public infrastructure required for the project's success, such as water, sewer, electricity, storm water, and roadways. Under the HUD LMI eligibility standards, families with incomes at 80% or below AMI will qualify; however, Habitat will target lower-income families with incomes of 60% -30% AMI.

The City posted this proposed amendment to its web page, according to our citizen participation plan, and solicited public comments for thirty-days (December 1, 2009 – December 31, 2009). No comments were received.

FINANCIAL: No additional funding is being requested for this program, dollars allocated to the grant line item will be clarified to be project specific within the CDBG program budget.

PERFORMANCE ANALYSIS: Authorizing these changes will allow staff to move forward with the sub-recipient agreements with St. Vincent De Paul and Habitat for Humanity.

DECISION POINT/RECOMMENDATION:

- To authorize the proposed amendments to the CDBG 2009 Annual Action Plan, including the following:
 - Grant award to St. Vincent De Paul for a public services project to include transitional housing through the Angel Arms project, and case management in the amount of \$44,600.
 - Grant award to Habitat for Humanity toward infrastructure to property located at Hazel Avenue (specifically, Lots 3 and 4, Block 11, Roche Park Addition, Coeur d'Alene, Idaho) which will provide up to 5 housing units, in an amount not to exceed \$45,400.

OTHER BUSINESS

MEMORANDUM

DATE: January 13, 2010

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR

RE: AMENDMENT TO THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS AGREEMENT

DECISION POINT:

The Council is requested to approve the proposed amendments to the negotiated 2008 IAFF Union Agreement.

HISTORY:

The International Association of Firefighters Union labor agreement was adopted on August 19, 2008, pursuant to Resolution No. 08-047, effective October 2008 and remains in force until the thirtieth day of September 2013. The mutually agreed upon changes provide the following:

- **ARTICLE III: Allows management the ability to reorganize by reallocating a current Division Chief to Deputy Fire Chief without refilling the vacated position. Current language only provides this opportunity if three new firefighters are hired. The title changes reflect standard Fire business related to like agencies and provides consistency.**
- **ARTICLE XXIII: Generates administratively a more consistent and efficient implementation related to effective dates for Senior Pay.**
- **ARTICLE XXXII: Provides guidance for Social Security payout/refund in the event the Union opts out.**

FINANCIAL:

The amendments have an insignificant financial impact to the City.

PERFORMANCE ANALYSIS:

The mutually agreed upon amendments provide benefit administration and department organizational efficiency.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the proposed amendments to the IAFF Union Agreement that will take effect January 1, 2010.

RESOLUTION NO. 10-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN LOCAL NO. 710 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AND THE CITY OF COEUR D'ALENE.

WHEREAS, the parties entered into a labor agreement on August 19, 2008, adopted pursuant to Resolution No. 08-047; and

WHEREAS, the parties desire to amend the agreement; 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 amended agreement; NOW, THEREFORE,

BE IT RESOLVED, that the City Council authorizes amendment no. 1 to the agreement with Local No. 710 International Association of Firefighters in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 19th day of January, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSEL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**January 11, 2010
PUBLIC WORKS COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers
Council Member Deanna Goodlander

STAFF PRESENT

Chris Bates, Engineering Project Mgr.
Amy Ferguson, Executive Assistant
Dennis Grant, Engineering Project Mgr.
Warren Wilson, Deputy City Attorney
Jon Ingalls, Deputy City Administrator
Troy Tymesen, Finance Director
Wendy Gabriel, City Administrator

**Item 1 Final Change Order for the Neider/Howard Street Project
Consent Calendar**

Chris Bates, Engineering Project Manager, presented a request for approval of the final change order and quantity adjustments for the Neider Avenue/Howard Street improvement project. He stated that there was an initial change order for the substitution of solid vinyl fencing for standard chain link fencing, and that this change order is for unforeseen items that arose during the construction in the amount of \$25,542.10 and for changes in quantities that came about during construction which resulted in an increase of \$37,878.03. The total amount of the change order is for \$63,420.13. Mr. Bates noted that the total final cost of \$728,200.99 was below the budgeted amount of \$750,000.00 for the project. He said that the original quantities were based on the plan, and the adjustments are for what is actually installed in the ground.

Mr. Bates said that the next project this summer will consist of continuing on where they left off to Appleway, and from the Howard intersection down to Meadow Ranch, and from Marie Avenue from Julia to Howard. Marie will be built down to Ramsey Road.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution No. 10-001 approving the final Change Order & Quantities Adjustments in the amount of \$63,420.13 to the City's agreement with Cameron-Reilly, LLC, for a total construction contract amount of \$728,200.99. Motion carried.

**Item 2 Approval of Right of Way Contract and Warranty Deed for Howard Street
Extension**

Consent Calendar

Chris Bates, Engineering Project Manager, presented a request for approval of a Right-of-Way purchase agreement with Eddie Keith, owner of Tract 54 Fruitlands Addition Acre Tracts, for 2,974 square feet that is necessary for the Howard Street extension. Mr. Bates noted that purchase of this parcel almost completes the acquisition of all the parcels necessary for the completion of the Howard Street roadway corridor between Kathleen Avenue and W. Appleway. There are three outstanding parcels owned by one person that will hopefully be acquired within the next two months.

Councilman McEvers asked how the value for the square footage was determined. Mr. Bates said that the appraisal was based on sales of comparable pieces of property.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution No. 10-001 approving the Right-of-Way purchase agreement with Eddie Keith, owner of Tract 54, Fruitlands Addition Acre Tracts, for 2,974 square feet that is necessary for the Howard Street extension. Motion carried.

**Item 3 Education Corridor Annexation Agreement Extension
Consent Calendar**

Warren Wilson, Deputy City Attorney, presented a request for an extension of the annexation agreement with North Idaho College for the Education Corridor Property. He said that in June, 2009 the City Council approved the annexation of the former DeArmond mill site along Northwest Boulevard. Since that time NIC and others have been working on preparing site layout plans for the site that will help clarify what elements should be addressed in the annexation agreement. Site planning is not a quick process, so the applicant has asked for a six month extension until June 16, 2010. Mr. Wilson confirmed that once the planning is done they will bring this item back with their recommendations.

MOTION by McEvers, seconded by Goodlander, to recommend Council approval of Resolution No. 10-001 approving the extension of the annexation agreement with North Idaho College for the Education Corridor property. Motion carried.

**Item 4 Amendment #1 to Annexation Agreement with Riverview Ventures
Consent Calendar**

Warren Wilson, Deputy City Attorney, presented a request for approval of Amendment 1 to the Annexation Agreement with Riverview Ventures. Mr. Wilson explained that on June 20, 2006 the City Council approved the annexation of the subject property, which sites between the I-90 Freeway and Seltice Way. At the time of the annexation, the annexation map provided by the owner was incorrect and included a small parcel of property that the owner had transferred to a third party. This small parcel was included in the calculation to determine the total annexation fee due. Since that time Riverview Ventures, LLC has acquired the property and has different plans for the property. The Amendment reflects an adjustment for fees paid on property that they don't own, which results in a cost savings to the owner of approximately \$35,370.00. The remaining annexation fee to be paid is \$22,000.00 and the amendment provides for a timeline for when the fees are due. Mr. Wilson also confirmed that the original annexation fees were based on a residential analysis and the amendment would base the remaining fee on the amount of commercial property built on the property (based on square feet) as allowed by the annexation fee policy.

MOTION by McEvers, seconded by Goodlander, to recommend Council approval of Resolution No. 10-001 approving Amendment #1 to the Annexation Agreement with Riverview Ventures. Motion carried.

**Item 5 Approval of Change Orders #1-5 for othe 4th Street Improvement Project
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request for approval of Change Orders 1 – 5 to balance the final quantities for this year's 4th Street improvement project between Lakeside Avenue and Harrison Avenue. He indicated that the total cost of the change orders is \$258,944.80, which will be shared with the City of Coeur d'Alene, Lake City Development Corporation, and the property owners. Mr. Grant noted that the project did not exceed the city's original budget of \$1,000,000 nor did the LID increase. The LCDC portion was \$1,674,000 and the LID was for \$250,000.

Council McEvers commended staff for a good job and timely completion of the project.

The meeting adjourned at 4:30 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 THREE MONTHS ENDED
 31-Dec-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2009	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$183,234	\$44,419	24%
	Services/Supplies	14,360	1,583	11%
Administration	Personnel Services	483,605	122,070	25%
	Services/Supplies	5,500	1,019	19%
Finance	Personnel Services	637,704	161,677	25%
	Services/Supplies	116,240	17,583	15%
Municipal Services	Personnel Services	822,699	199,805	24%
	Services/Supplies	463,207	128,115	28%
Human Resources	Personnel Services	203,034	53,387	26%
	Services/Supplies	34,600	3,407	10%
Legal	Personnel Services	1,228,228	305,973	25%
	Services/Supplies	92,260	13,559	15%
	Capital Outlay			
Planning	Personnel Services	491,222	125,482	26%
	Services/Supplies	29,200	1,251	4%
Building Maintenance	Personnel Services	267,082	64,325	24%
	Services/Supplies	124,354	19,851	16%
Police	Personnel Services	8,504,121	2,207,948	26%
	Services/Supplies	695,924	87,954	13%
Fire	Personnel Services	6,391,258	1,791,972	28%
	Services/Supplies	383,290	56,423	15%
General Government	Services/Supplies	163,250	163,204	100%
Byrne Grant (Federal)	Services/Supplies	87,343	32,618	37%
COPS Grant	Services/Supplies		45,976	
CdA Drug Task Force	Services/Supplies	51,640	101,678	197%
	Capital Outlay			
Streets	Personnel Services	1,686,286	406,800	24%
	Services/Supplies	470,400	52,055	11%
ADA Sidewalk Abatement	Personnel Services	162,946	29,756	18%
	Services/Supplies	58,500	4,466	8%
Engineering Services	Personnel Services	347,291	106,958	31%
	Services/Supplies	732,050	39,308	5%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 THREE MONTHS ENDED
 31-Dec-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2009	PERCENT EXPENDED
Kathleen / Howard Signal	Capital Outlay	125,000	1,340	1%
Govt Way - Dalton to Hanley	Capital Outlay	1,000,000	17,263	2%
Howard - Neider Extension	Capital Outlay	200,000	423,866	212%
4th St - Lakeside to Harrison	Capital Outlay		494,490	
15th Street - Lunceford to Dalton	Capital Outlay	400,000	1,042	0%
3rd St & Harrison signal	Capital Outlay	275,000		
15th St & Harrison signal	Capital Outlay			
Intersection of Hanley & US95	Capital Outlay		4,673	
Fire Dept GO Bond Expenditure	Capital Outlay		289	
Total Capital Projects Funds		2,000,000	942,963	47%
Street Lights	Services/Supplies	555,571	112,695	20%
Water	Personnel Services	1,432,550	342,088	24%
	Services/Supplies	3,722,007	317,580	9%
	Capital Outlay	755,700	111,224	15%
Water Capitalization Fees	Services/Supplies	416,240		
Wastewater	Personnel Services	2,112,635	484,589	23%
	Services/Supplies	5,190,638	411,110	8%
	Capital Outlay	13,118,436	1,639,200	12%
	Debt Service	1,489,110	536,600	36%
WW Capitalization	Services/Supplies	1,026,993		
Sanitation	Services/Supplies	3,116,772	794,900	26%
Public Parking	Services/Supplies	173,957	37,882	22%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	390,145	78,656	20%
	Services/Supplies	523,737	130,189	25%
	Capital Outlay	475,000	8,268	2%
Total Enterprise Funds		34,499,491	5,004,981	15%
Kootenai County Solid Waste		2,400,000	353,524	15%
Police Retirement		237,500	52,600	22%
Business Improvement District		142,000	30,000	21%
Homeless Trust Fund		5,000	1,019	20%
Total Fiduciary Funds		2,784,500	437,143	16%
TOTALS:		\$73,729,135	\$14,939,923	20%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 THREE MONTHS ENDED
 31-Dec-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2009	PERCENT EXPENDED
Parks	Personnel Services	1,183,560	249,539	21%
	Services/Supplies	426,260	56,570	13%
Recreation	Personnel Services	599,152	123,590	21%
	Services/Supplies	141,150	12,859	9%
Building Inspection	Personnel Services	797,620	180,211	23%
	Services/Supplies	35,800	4,382	12%
Total General Fund		<u>28,114,370</u>	<u>7,017,773</u>	<u>25%</u>
Library	Personnel Services	941,698	228,583	24%
	Services/Supplies	184,000	39,094	21%
	Capital Outlay	60,000	11,450	19%
CDBG	Services/Supplies	304,576	3,698	1%
Cemetery	Personnel Services	148,024	40,094	27%
	Services/Supplies	65,450	20,062	31%
	Capital Outlay	25,200	75,373	299%
Impact Fees	Services/Supplies	830,000	454,976	55%
Annexation Fees	Services/Supplies	200,000	200,000	100%
Parks Capital Improvements	Capital Outlay	227,000	129,341	57%
Insurance	Services/Supplies	201,243	7,262	4%
Cemetery Perpetual Care	Services/Supplies	98,500	16,218	16%
Jewett House	Services/Supplies	17,100	2,727	16%
Reforestation	Services/Supplies	2,500		
Street Trees	Services/Supplies	41,500	3,000	7%
Community Canopy	Services/Supplies	1,000	246	25%
CdA Arts Commission	Services/Supplies	6,600	124	2%
Public Art Fund	Services/Supplies	173,000	64,759	37%
KMPO	Services/Supplies	650,000	106,037	16%
Total Special Revenue		<u>4,177,391</u>	<u>1,403,044</u>	<u>34%</u>
Debt Service Fund		<u>2,153,383</u>	<u>134,019</u>	<u>6%</u>

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

FUND	BALANCE 11/30/2009	RECEIPTS	DISBURSE- MENTS	BALANCE 12/31/2009
General-Designated	\$452,825	\$168,118	\$113,250	\$507,693
General-Undesignated	1,932,088	3,923,547	6,113,679	(258,044)
<u>Special Revenue:</u>				
Library	(89,255)	36,941	97,466	(149,780)
CDBG	(3,637)	3,695	61	(3)
Cemetery	(13,404)	19,414	60,960	(54,950)
Parks Capital Improvements	178,205	1,621	7,163	172,663
Impact Fees	1,854,508	26,076	27,543	1,853,041
Annexation Fees	62,750	58		62,808
Insurance	2,016,619	2,375	6,262	2,012,732
Cemetery P/C	1,889,049	5,137	2,650	1,891,536
Jewett House	13,096	1,005	1,666	12,435
KCATT	3,407	2		3,409
Reforestation	7,377	1,003		8,380
Street Trees	212,757	3,695	200	216,252
Community Canopy	806	20	200	626
CdA Arts Commission	160		11	149
Public Art Fund	60,003	9	11,857	48,155
Public Art Fund - LCDC	301,776	138		301,914
Public Art Fund - Maintenance	119,296	18	3,842	115,472
KMPO - Kootenai Metro Planning Org	1,122	52,463	50,707	2,878
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,174,546	29,181	500	1,203,227
LID Guarantee	318,761	234	39,000	279,995
LID 124 Northshire/Queen Anne/Indian Meadows	2,648			2,648
LID 127 Fairway / Howard Francis	8,716	41,187		49,903
LID 129 Septic Tank Abatement	158,667			158,667
LID 130 Lakeside / Ramsey / Industrial Park	20,778			20,778
LID 143 Lunceford / Neider	-			-
LID 146 Northwest Boulevard	131,404			131,404
<u>Capital Projects:</u>				
Street Projects	518,282	405,333	42,853	880,762
2006 GO Bond Capital Projects	48,241	22	40,723	7,540
<u>Enterprise:</u>				
Street Lights	143,296	40,475	47,519	136,252
Water	1,447,633	255,100	230,850	1,471,883
Water Capitalization Fees	638,763	24,710	1,050	662,423
Wastewater	10,987,367	2,988,492	898,752	13,077,107
Wastewater-Reserved	1,422,426	27,500	543,728	906,198
WWTP Capitalization Fees	3,360,008	46,759	2,484,758	922,009
WW Property Mgmt	60,668			60,668
Sanitation	(47,769)	255,831	246,410	(38,348)
Public Parking	653,511	10,705	3,698	660,518
Stormwater Mgmt	552,356	110,276	99,218	563,414
Wastewater Debt Service	1,317	1		1,318
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	168,655	180,154	168,655	180,154
LID Advance Payments	634	3,648	359	3,923
Police Retirement	1,353,401	23,857	17,228	1,360,030
Sales Tax	1,282	1,158	1,020	1,420
BID	173,011	5,474	30,000	148,485
Homeless Trust Fund	494	757	494	757
GRAND TOTAL	\$32,298,645	\$8,696,189	\$11,394,332	\$29,600,502