

Coeur d'Alene

CITY COUNCIL MEETING

February 7, 2006

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Reid, 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 17, 2006

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 17, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Woody McEvers)	
Deanna Goodlander)	
Dixie Reid)	
Mike Kennedy)	
Loren Edinger)	

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

PLEDGE OF ALLEGIANCE: Councilman Reid led the pledge of allegiance.

PRESENTATIONS:

DISABILITY RIGHTS ADVOCATE AWARDS: Amy Dreps, representing the Disability Action Center, presented their annual awards to those citizens who have volunteered their time to promoting the rights of the disabled.

PROCLAMATION – DOMESTIC VIOLENCE PREVENTION MONTH:

Councilman Goodlander read the Mayor's proclamation declaring February as "Domestic Violence Prevention Month".

OUTSTANDING CITIZENS AWARDS: Police Chief Carpenter presented Outstanding Citizens awards to Randall Naccarrato, John Krugle and Troy England for their role in apprehending an individual who was in the process of robbing a local coffee stand. Jan Carr, mother of the espresso stand clerk expressed their appreciation for helping their daughter by aborting this robbery. Sarah, part owner of the Lean Bean, expressed her appreciation for their work and invited them to stop by for a free drink for the next year.

PUBLIC COMMENTS:

CENTENNIAL TRAIL: Chris Copstead, representing the Centennial Trail Foundation, reported that he had received complaints from trail users that a portion of the Centennial Trail had been removed in the Mill River development. He noted that although the trail had been repaired, the patched portion still poses a hazard to trail users. He asked the

Council who had authorized this demolition and suggested that the City create a policy similar to roadways prohibiting cuts into newly constructed trails. He also commented that his Foundation had not been notified of this removal. Lastly, he noted that there were no warnings signs or barricades for trail users to know that a portion of the trail had been removed. Councilman Reid noted that his questions were the same ones that the Council had and expressed her thanks to the Street Department and Engineering for repairing the portions that had been removed. Mr. Copstead responded that although it has been patched it is only adequate until this summer when it should be properly repaired.

MOTION: Motion by Goodlander, seconded by Reid to direct staff to prepare a report for the General Services Committee that provides for the protection of trails similar to regulations currently in place those for newly constructed streets. Motion carried

BUILDING CONTRACTOR REGISTRATION REQUIREMENT: Art Elliot, 313 S. Briggs Road, reported that effective January 1st, state law requires a certificate of registration prior to issuing a building permit. He feels that if the City does not enforce this law, and issues a building permit, the owners may believe that their lien is secure. He strongly urged the Council enforce this law immediately and not wait until March 1st. He noted that the turn-around time for receiving a contractor registration is three (3) weeks. Motion by Edinger, seconded by Reid to bring this item forward off the agenda. Motion carried. Councilman Reid noted that the law went into effect January 1st and the deadline for submitting applications was December 31st. Mr. Elliot noted that there is no deadline for submitting applications; however it is now against the law to do construction without registering. Councilman Edinger asked if there was any publicity about registering. Mr. Elliot noted that there were radio announcements, press releases and notices sent out to all Idaho Building Contractor Association members. Mr. Elliot noted that all contractors are listed on line and anyone who is building can go to the internet and make sure their contractor is registered by going to www.lbca.org.

ORDINANCE NO. 3244
COUNCIL BILL NO. 06-1001

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 15.08.020 TO REQUIRE PRESENTMENT OF AN IDAHO CONTRACTORS REGISTRATION NUMBER OR PROOF OF EXEMPTION FROM THE REGISTRATION REQUIREMENT PRIOR TO ISSUANCE OF A BUILDING PERMIT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND THE ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No.

06-1001.

DISCUSSION: Councilman Goodlander believes that this Ordinance should not go into effect until April 1st since the Building Department has experienced several contractors not being aware of this new law and that time would provide staff an opportunity to educate those individuals who want a building permit. Councilman Edinger believes that the State has provided ample notice and there has been a notice posted on the Building Department door since December of this new requirement. Mr. Elliott noted that if the Council postpones until April 1st, the City is in violation of state law and the City should highlight the effects of obtaining a permit without a contractor's registration and that their lien rights are waived. Mike Gridley, City Attorney, responded that the law only requires that the City ask if they have a registration and staff could note on the building permit there was "no registration provided". He is not concerned about the City's liability since we are notifying the owner that no registration was provided. Councilman McEvers believes that we need to support State law. Councilman Reid agrees with Councilman McEvers and Edinger that we need to enforce it immediately and believes that the Council should adopt this ordinance to become effective upon publication.

MOTION TO AMEND: Motion by Reid, seconded by Edinger to amend the motion to change the date of publication to two weeks from tonight.

DISCUSSION: Councilman Hassell noted that it takes more than two weeks to obtain the necessary liability and workmen's compensation insurance. Councilman Goodlander would be willing to change the effective date to March 1st. Councilman McEvers noted that if he doesn't get his liquor license, then he doesn't sell liquor, this should apply to building contractors and their registration requirement as well. He believes that we should be treating the contractors as we would anyone who is required to have a license to operate their business. Councilman Edinger believes that the contractors have had ample time to get their registration. Councilman Kennedy believes that this law protects not just the contractor but also the consumer and agrees with the amendment to the motion. Mr. Elliot noted that no matter what the Council does, building contractors are in violation of State law effective January 1, 2006.

ROLL CALL TO AMEND MAIN MOTION: Reid, Aye; Edinger, Aye; Hassell, No; Goodlander, No; Kennedy, Aye; McEvers, Aye. Motion to amend carried.

ROLL CALL ON AMENDED MOTION: Reid, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

Motion by Reid, seconded by Edinger to suspend the rules and to adopt Council Bill No. 06-1001 by its having had one reading by title only.

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

CONSENT CALENDAR: Motion by Reid, seconded by Edinger to approve the Consent Calendar as presented.

1. Approval of minutes for January 3, 2006.
2. Setting of the Public Works Committee and General Services Committee meetings for January 23rd at 4:00 p.m.
3. RESOLUTION NO. 06-003A 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 APPROVAL OF AN ENCROACHMENT PERMIT WITH THE OWNER OF CASA SAVIE; DECLARATION OF ZERO VALUE SURPLUS PROPERTY FROM INFORMATION TECHNOLOGY; APPROVAL OF THE DESTRUCTION OF RECORDS FROM THE LEGAL DEPARTMENT; APPROVAL OF AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH ACCESSIBILITY DEVELOPMENT ASSOCIATES, INC. AND APPROVAL OF S-05-04 ACCEPTANCE OF IMPROVEMENT AND MAINTENANCE/WARRANTY AGREEMENT FOR MILL RIVER 2ND AND 3RD ADDITIONS.
4. Extension of the deadline for adopting the annexation agreement with Marina Yacht Club.
5. Approval of the mission statement for the Animal Control Ad Hoc Committee.
6. Approval of bills as submitted and on file in the City Clerk's Office.
7. Setting of Public Hearing for O-1-06 – Amending lot frontage in cul-de-sacs and knuckles for February 21, 2006.
8. Approval of cemetery lot repurchase from John Peck.

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

PUBLIC ART WORKSHOP: Steve Anthony announced that the Arts Commission will be holding a Public Art Master Plan Workshop on January 23rd from 5:30 – 7:30 p.m. at Lake City High School. The workshop is an opportunity for residents to express their ideas on what is public art, where it should be placed and what themes are most important for our City.

ANIMAL CONTROL AD HOC COMMITTEE: Councilman McEvers noted that the Council had just approved the Mission Statement for the Animal Control Ad Hoc Committee, which is: “To find solutions for animal-related issues that will be long term and beneficial for the public and for animals”.

NLC ANNUAL CONFERENCE: Councilman Reid encouraged any member of the City Council to attend this annual conference and explained the benefits for attending.

APPOINTMENTS – URBAN FORESTRY COMMITTEE AND SIGN BOARD:

Motion by Edinger, seconded by Reid to appoint Anneke Connaway and Bob Hallock to the Urban Forestry Committee and Jeff Connaway to the Sign board. Motion carried.

RESOLUTION NO. 06-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING, WITH KOOTENAI COUNTY FOR THE MAINTENANCE OF THE THIRD STREET BREAKWATER AND MARINE PUMP-OUT STATION.

Motion by Reid, seconded by Goodlander to adopt Resolution 06-004.

DISCUSSION: Doug Eastwood noted that the City maintains the pump out station and the County pays the electricity. Councilman Hassell suggested putting better signage on the pump out station. Mr. Eastwood added that currently the County is looking at a grant for maintaining the breakwater.

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

PARKS AND RECREATION MASTER PLAN RFP: Motion by Hassell, seconded by Edinger to approve the Parks and Recreation Master Plan RFP and authorize staff to advertise. Motion carried.

RESOLUTION NO. 06-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING OPERATIONAL POLICIES AND PROCEDURES FOR THE CDATV GOVERNMENT / PUBLIC EDUCATION CHANNEL.

Motion by Goodlander, seconded by Edinger to adopt Resolution 06-005 and to direct staff to prepare an ordinance creating a standing CDATV Committee.

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

REDUCING THE NUMBER OF PLANNING COMMISSION MEMBERS: Motion by Goodlander, seconded by Reid to approve the recommendation of the Planning Commission and to reduce the number of members of the Planning Commission from nine (9) to seven (7).

DISCUSSION: Councilman Hassell expressed his concern that by reducing the number to seven that it is possible that a quorum of four could be comprised of 3 members that

are nonresidents of the City. Councilman Reid noted that the Planning Commission has been running with seven members for over six months and believe that the City has time to address this issue. Councilman Edinger noted that those nonresident members do have businesses in the City and do not see this as an issue.

Motion carried with Hassell voting no.

SPECIAL USE PERMITS FOR HOME OCCUPATIONS: Motion by Goodlander, seconded by Edinger to deny the recommendation of the Planning Commission requiring a Special Use Permit for Home Occupations.

DISCUSSION: Councilman Reid noted that the current regulations are adequate for home occupations and believes that the current system is working and protects the neighborhoods. Councilman Hassell also noted that currently there are only 1-2 complaints a year that relate to home occupations. Planning Commission Chairman John Bruning explained that there were a couple of home occupations that were onerous to the neighborhoods and would like to see some mechanism of notifying the neighborhoods of any new home occupations. Councilman Reid does not believe that the City should be involved to that extent. Councilman Goodlander agreed with Councilman Reid that the City does not want to be heavy handed with home occupations. Councilman Hassell suggested doing a business registration of all businesses in the City as a means of notifying the public of any business in Coeur d'Alene. Councilman Goodlander believes that what we have in place works. Councilman Edinger also believes that if there is a problem with a home occupation, then Code Enforcement would intervene. Councilman Kennedy believes that people who work out of their homes are beneficial to neighborhoods.

Motion carried with McEvers voting no.

KOOTENAI COUNTY FAIRGROUNDS UTILITY EXPANSION REQUEST: Motion by Goodlander, seconded by Edinger to accept the proposal from the Kootenai County Commissioners and the Kootenai County Fairgrounds Board for extending the City sewer service to the Kootenai County Fairgrounds and to direct staff to prepare the necessary document to effect such transaction. Motion carried.

RESOLUTION NO. 06-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR WASTEWATER TREATMENT FACILITY PLANNING AMENDMENT, WITH HDR ENGINEERING, INC. ITS PRINCIPAL PLACE OF BUSINESS AT 412 E. PARKCENTER BLVD., SUITE 100, BOISE, IDAHO 83706.

Motion by Reid, seconded by McEvers to adopt Resolution 06-006.

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

RESOLUTION NO. 06-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH WILLIAM D. CRAWFORD AND ACCEPTING THE DEDICATION OF RIGHT OF WAY.

Motion by Edinger, seconded by Goodlander to adopt Resolution 06-007.

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

ORDINANCE NO. 3243
COUNCIL BILL NO. 05-1039

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 1, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.120, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #46; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Reid to pass the first reading of Council Bill No. 05-1039.

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

Motion by Reid, seconded by McEvers to suspend the rules and to adopt Council Bill No. 05-1039 by its having had one reading by title only.

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

RESOLUTION NO. 06-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY AMENDING RULE I, GENERAL PROVISIONS, SECTION 2, ENTITLED "PERSONNEL OFFICER," TO CLARIFY THAT THE PERSONNEL OFFICER SHALL BE THE DEPUTY CITY ADMINISTRATOR; SECTION 11, ENTITLED "EMPLOYEE STANDARDS OF CONDUCT" TO CLARIFY WORDING AND ADD THE STANDARD AGAINST FAVORITISM AND FAILURE TO DISCLOSE A CONFLICT OF INTEREST, AND CLARIFY DISCIPLINARY ACTION AND GRIEVANCE PROCEDURE FOR THIS SECTION; AMEND RULE VI, "APPLICATIONS AND APPLICANTS" SECTION 1, ENTITLED "ANNOUNCEMENT," SECTION 2 ENTITLED "APPLICATION FORMS," AND SECTION 3 ENTITLED "DISQUALIFICATIONS IN GENERAL" TO CLARIFY THAT THE HUMAN RESOURCE DIRECTOR MANAGES THE APPLICATION PROCESSES AND TO CLARIFY THE QUALIFICATION CATEGORIES AND TO CLARIFY PROCESS FOR MANAGING A CONFLICT OF INTEREST OCCURRING AFTER EMPLOYMENT WITH THE CITY; TO REPEAL SECTION 4, ENTITLED "NEPOTISM PROHIBITED;" AMENDING RULE XV ENTITLED "GRIEVANCE PROCEDURES," SECTION 3 ENTITLED "INFORMAL GRIEVANCE PROCEDURE" AND SECTION 4 ENTITLED "FORMAL GRIEVANCE PROCEDURE" TO CLARIFY LANGUAGE.

Motion by Hassell, seconded by McEvers to adopt Resolution 06-008 including the recommended changes made by staff.

DISCUSSION: Renata McLeod, Project Coordinator, noted a minor amendment to the resolution.

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

EXECUTIVE SESSION: Motion by Reid, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The session began at 7:50 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation. No action was taken and the Council returned to regular session at 8:15 p.m.

HEILANDER CASE: Motion by Edinger, seconded by Goodlander to approve the settlement in the Heilander case. Motion carried.

ADJOURNMENT: Motion by Edinger, seconded by Hassell that this meeting be recessed to January 24th at 12:00 noon in the Council Chambers. Motion carried.

The meeting recessed at 8:19 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 06-009

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 APPROVAL OF AN ARCHITECTURAL CONTRACT WITH G.D. LONGWELL, PLLC FOR THE FIRE DEPARTMENT FACILITIES PROJECT; APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH JUB ENGINEERS, INC. FOR TASKS ASSOCIATED WITH COLLECTION SYSTEM DEVELOPMENT AND REHABILITATION AND AUTHORIZING THE ADOPTION OF THE WATER DEPARTMENT SAFETY MANUAL.

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 3" and by reference made a part hereof as summarized as follows:

- 1) Approval of an Architectural Contract with G.D. Longwell, PLLC for the Fire Department Facilities Project;
- 2) Approval of Amendment No. 3 to the Agreement for Professional Engineering Services with JUB Engineers, Inc. for tasks associated with collection system development and rehabilitation;
- 3) Authorizing the adoption of the Water Department Safety Manual;

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 3" 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 7th day of February, 2006.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: January 17, 2006

From: Kenny Gabriel, Fire Chief

Re: Contract with Longwell and Associates

DECISION POINT: For Mayor and Council to accept and enter into a contract, as presented, with Longwell and Associates for Architectural Services.

HISTORY: The Fire Department received Council and voter approval to do three capital building projects. These three separate projects include the building of the Public Safety Training Facility and Fire Station #2 remodel as phase one. Phase two consisted of the building of an administrative complex at station one. The third phase is a complete remodel and upgrade of fire station one. The contract is necessary to go forward with the construction process.

FINANCIAL ANALYSIS: The funds are identified in the General Obligation Bond. The cost for Architectural services is \$218,235.00.

PERFORMANCE ANALYSIS: Longwell and Associates was approved by Council as the Architect for these projects. They were picked in a competitive process by a panel of City employees. The City Attorney, Finance Director and Fire Chief have all reviewed the contract and find it fits our needs both in services and financially.

DECISION POINT/RECOMMENDATION: For Mayor and Council to approve Architectural Services agreement with Longwell and Associates.

GENERAL CONDITIONS AND SPECIAL PROVISIONS

of the

ARCHITECTURAL CONTRACT

between

THE CITY OF COEUR D'ALENE

and

G. D. LONGWELL ARCHITECTS, PLLC

for the

FIRE DEPARTMENT FACILITIES PROJECT, including:

Phase One: Addition and Remodel to Fire Station 2 and
New Training Facility;

Phase Two: New Administration Building; and,

Phase Three: Remodel to Fire Station 1

THIS CONTRACT entered into this ___ day of _____, 2006, by the **CITY OF COEUR D'ALENE**, a municipal corporation, represented by the Mayor or her duly authorized representative, herein called the "City" and **G. D. LONGWELL ARCHITECTS, PLLC**, herein called the "Architect."

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF ARCHITECT.** The City hereby employs the Architect to perform the professional services hereinafter set forth in connection with the Coeur d'Alene Fire Department Facilities Project, herein called the "Project" including the design of **Phase One**, an *Addition and Remodel to Fire Station 2 and New Training Facility*, **Phase Two**, a *New Administration Building*, and **Phase Three**, the *Remodel to Fire Station 1* in the City of Coeur d'Alene. The professional services for the Project will consist of the five stages described below and will include normal architectural, civil, landscaping, structural, mechanical, and electrical engineering services.

1.1 The work on this contract shall commence as of the date of this contract and it is anticipated by the parties to the contract that all work on the Project will be completed no later than *September 28, 2007*.

1.1.1 Character and extent of services. The Architect shall perform the following six basic services, provided, however, that the Architect may be terminated at the conclusion of any of the five Project stages as provided in this contract.

1.1.1.1 The Architect shall state in writing the effective code years and names of all codes used in the design and execution of the Project. The Architect shall meet all applicable local, State and Federal codes in the Project, including ADAAG. This may be accomplished by listing the codes on the first sheet of drawings and in a letter from the principal in charge of the Project to the office of the City upon completion of Schematic Drawings.

1.1.1.2 The City hereby employs the Architect to provide the professional services as hereinafter set forth in connection with the Project, including **Phase One**, *an addition and remodel of Fire Station 2 on Ramsey Road and new Training Facility located to the east of Fire Station 2*, **Phase Two**, *a new Administration Building on the Corner of 3rd Street and Foster Avenue* and **Phase Three**, *a remodel of Fire Station 1 located at 320 Foster Avenue*. The professional services will be provided in the five stages described below and will include normal architectural, landscaping, civil, structural, mechanical and electrical engineering services. Each of these services shall be performed by individuals specializing in those fields. The cost of these services, including consultant services, shall be included in the Architect's fee. See Attachment "A" for Preliminary Outline Program and Cost Estimate.

1.1.1.3 The Architect shall provide a list of all the consultant firms which the Architect will utilize relating to the Project. The list shall include the names of the consultants' employees involved with the Project.

1.1.1.4 The Architect shall assist the City in presenting the documents during the design stages of the Project as required by advisory committee, council committees and councils.

1.1.1.5 The Architect shall provide the City with copies of photos, records, designs, specifications, studies and other documents generated during all phases of the Project.

SCHEMATIC DESIGN STAGE

1.1.2 The Architect shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the City.

1.1.3

Phase One: The Architect shall prepare schematic designs for *Phase One*. *The site for Phase One will be at the existing Fire Station II and the City owned property located directly to the East of the Fire Station at 3850 N. Ramsey Road. The Training Facility will be located in the area to the East of the existing Fire Station. The Training Facility will consist of: an engineered, prefabricated live-burn structure with a tower and a residential/commercial prop of two floors with a possible basement and foundation; an underground tunnel system with several access*

points with a confined rescue prop; a trench rescue prop; a building collapse prop; Live-burn props; a drafting tank; and a driving course for the engines.

A gate will be included so that the Police Station, which is located directly to the East of this site, will be able to use the Training Facility. A pole building will be located in the training area to house a Hazardous Materials Rescue Vehicle and back-up equipment. The City of Coeur d' Alene will contract with others for the pole building drawings and construction. The Architect will provide assistance in locating the structure on the site and show its location on the site plan.

In addition to the training area, Fire Station II will be remodeled and expanded. The remodel will consist of updating the kitchen, remodeling the existing restrooms and sleeping rooms. The addition will consist of enlarging the Day Room; an addition of Male and Female Restrooms; adding a Classroom/Meeting Room; and an Observation Room with audio/visual capabilities.

Construction of Phase One is anticipated to begin in the spring of 2006.

Phase Two: *Phase Two will be the construction of a new Fire Department Administration Building on the Southeast corner of Third Street and Foster Avenue. This building will be two-stories with the Upper Floor accessible from Foster Avenue. A parking lot will be constructed on the property located between the new Fire Department Administration Building and the existing Fire Station I. The building will consist of seven new offices; a Reception Area; a Meeting Room; a Work Room; and a glass Entry Lobby large enough to hold the Fire Department's antique LaFrance Fire Engine and department memorabilia. The Lower Floor will incorporate parking bays for staff vehicles; a secure Records Storage; a small Kitchen/Break Room; and an Exercise Room.*

The building (shall) be similar in character to the recently completed Fire Station III with brick veneer, shingle siding, and composition roofing so that it fits in with the residential character of the neighborhood. Construction of Phase Two will occur in the Fall of 2006.

Phase Three: *Phase Three will consist of a Remodel of Fire Station I located at the corner of Fourth Street and Foster Avenue. The remodel of this existing, two-story facility will consist of ADA upgrades; Male and Female Restrooms; reconfigured offices; a small Classroom/Meeting Room; a new Kitchen; a Decontamination Room; added storage; and redesigned sleeping areas.*

In addition, the exterior of the building will be refurbished with new finishes and materials. The remodel of Station I will begin once Phase Two is completed and the Administration has moved out of Fire Station I.

1.1.3.1 Schematic Design Documents prepared by the Architect shall include drawings and a written report and shall take into account the City's comments. The drawings shall include, but not be limited to, a proposed site utilization study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall incorporate the Statement of Probable Construction Cost (SPCC) estimates of total construction costs. The Architect shall prepare such estimates as he deems necessary to assure himself that the construction cost is within the SPCC. Further, the report shall include such discussion of design factors, if any, as are pertinent in the opinion of the Architect and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts.

Where used in the design stage , the terms "total construction costs," "probable construction costs," and "basic bid" shall mean the amount of money required to construct the basic facility outlined in the Functional Program Specifications and as designed by the Architect. It includes site preparation costs, utility costs, and administrative costs, testing costs, and design costs.

1.1.3.2 The Architect shall provide the City periodically with Schematic Design Studies for review during the Schematic Design Stage. At the end of the Schematic Design Stage, he shall provide the City three (3) copies of drawings and other documents for approval.

1.1.4 The Architect shall submit to the City a Statement of Probable Construction Cost (SPCC) based on current area, volume or other unit costs for the Project. It is understood that the City anticipates the SPCC for the total Project to be approximately ***Three Million Nine Thousand Two Hundred Sixty-eight and 56/100 dollars (\$3,009,268.56)***, including architectural fees defined in paragraph 6.

1.1.4.1 As a covering statement with the Architect's submittals to the City of the documents from the Schematic Design Stage, Design Development Stage, and Construction Documents Stage, plus any interim, revisionary, or subsequent design submittals, the Architect shall make the following statement in writing:

"The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the requirements of the Project , and the work indicated by them may be purchased by the City in a construction contract or contracts, the total price of which (SPCC's) should not exceed ***Three Million Nine Thousand Two Hundred Sixty-eight and 56/100 dollars (\$3,009,268.56)***, and may be constructed completely within said contract price and the in-progress design contingency fund of 10% of said price. Further, in my/our professional opinion, the above mentioned documents submitted herewith provide a complete and properly functioning facility suitable for the purposes for which it is intended and meeting all applicable codes and laws."

DESIGN DEVELOPMENT STAGE

1.1.5 Upon the City's approval of schematic design, the Architect shall prepare the design development documents consisting of drawings and other documents for approval by the City Council to fix and describe the size and character of the entire project, including water supply and wastewater disposal, as to architectural, structural, mechanical and electrical systems, materials, and such other essentials as may be appropriate.

1.1.5.1 During this stage the Architect and the City shall confer and mutually agree on a reasonable amount of energy to be used by the Project on an annual basis (hereinafter referred to as the Energy Budget). This budget will be monitored throughout the design period by the City and the Architect. The City will make the final determination as to what constitutes a reasonable level of energy consumption.

1.1.5.2 The Architect shall prepare Design Development Documents, which shall include drawings and a written report and shall take into account the City's comments on the Schematic Design Stage documents. Drawings shall include dimensioned site development plans, floor plans, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major finishes, as well as drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical. The written report shall include catalog cuts for major equipment to be used in the Project. The Architect shall prepare a revised cost estimate for the Project based on the information given at the completion of this Stage.

1.1.5.3 The Architect shall furnish three (3) copies of the Design Development Documents for review and approval by the City.

1.1.5.4 If necessary, the Architect shall revise the Design Development Documents in accordance with the City's comments in order to gain their approval.

1.1.6 The Architect shall submit to the City an updated Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS STAGE

1.1.7 Upon the City's approval of design development documents, the Architect shall prepare for approval by the City, drawings and specifications setting forth in detail the requirements for the construction of the entire project including the necessary bidding information, and shall assist in the preparation of bidding forms, the conditions of the contract, and the formal agreement between the City and the Contractor.

1.1.7.1 Specifications shall be prepared using the Construction Specifications Institute 16 division format as applicable.

1.1.7.2 The Architect shall participate in such reviews as are necessary to insure that the project design conforms to applicable code requirements of responsible agencies and will make any changes to the Construction Documents which are required for issuance of all permits and legal authorizations needed to construct the Project. The Architect shall secure all permits and authorizations required during the design stage of the Project.

1.1.8 The Architect shall submit a comprehensive cost estimate to the City which may be an updated Statement of Probable Construction Costs and advise the City of any adjustments to previous statements of probable construction cost indicated by design changes, changes of requirements or general market conditions.

1.1.8.1 If necessary, the Architect shall rework and revise Construction Documents and re-estimate until such costs are within the SPCC. The City shall assist in cost

reduction decisions. If acceptable to the City, alternates may be included in the bidding documents in an effort to keep the Project within budget.

1.1.9 The Architect shall, on behalf of the City, file the required documents for the approval of all governmental and regulatory agencies having jurisdiction over the project or any stages of the project.

1.1.9.1 The Architect shall submit four (4) copies of each set of preliminary Construction Documents and estimates for review by the City.

1.1.9.2 After review of the Construction Documents and cost estimates by the City, the Architect shall prepare final Construction Documents and Bid Documents, including final specifications and cost estimates for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and minor changes desired by the City and shall incorporate any modifications required for compliance with all applicable codes, regulations, standards, the Functional Program Specifications and prior written approvals and instructions of the City.

BIDDING STAGE

1.1.10 The Architect, following the City's approval of the construction documents and the latest Statement of Probable Construction Cost, shall assist the City in obtaining bids.

1.1.10.1 The Architect shall assist in obtaining and evaluating bids and preparing recommendations for the City concerning the contract award.

1.1.10.2 The Architect shall prepare such clarifications and addenda to the bidding documents as may be required. The Architect shall provide these to the City, who will issue them to the bidders.

1.1.10.3 The Architect shall provide knowledgeable representatives to participate in pre-bid conferences to explain and clarify bidding documents.

1.1.10.4 If first bidding produces prices in excess of the approved SPCC, the Architect shall participate with the City in such re-bidding and re-design, at no additional expense to the City, as may be necessary to obtain prices within the approved SPCC or prices acceptable to the City. The City will cooperate in revising scope and quality levels to bring the Project within budget. All re-design must be approved by the City.

1.1.10.5 If the Architect elects to re-design or conduct re-bidding under his responsibilities set out in the preceding paragraph, such re-design and related documents preparation shall be done at no additional expense to the City.

1.1.10.6 The Architect shall assist the City in the preparation of the Agreement between the City and the Contractor by preparing a draft contract for the City's execution. The City will handle the details of award(s) and Notice to Proceed.

1.1.10.7 The Architect shall consult with the City and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the general contractor for various portions of the Project.

1.1.10.8 The Architect shall prepare the Invitation to Bid for construction. The City will advertise the Invitation to Bid in accordance with City's requirements.

CONSTRUCTION STAGE ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.11 The Construction Stage will commence with the award of the Construction Contract and will terminate when the final Certificate of Payment is issued by the City and the Architect has provided "as-built" drawings, reviewed and approved maintenance manuals, balancing reports, and completed all other work required by the terms of this contract.

1.1.12 The Architect shall provide design personnel on an as needed basis, to perform the Construction Stage responsibilities indicated herein. The Architect, his design personnel and his consultants shall be paid during the Construction Stage for the actual hours worked per the hourly rates in attachment B. The City will be providing the Construction Supervisor from City Staff.

1.1.13 The City appointed Construction Supervisor, as the representative of the City during the Construction Stage, shall consult with the City and all of the City's instructions to the Contractor shall be issued through the City appointed Construction Supervisor. The City appointed Supervisor shall have the authority to act on behalf of the City to the extent provided in the General Conditions of the construction contract documents unless otherwise modified in writing.

1.1.14 The Architect shall at all times have access to the work wherever it is in preparation or progress.

1.1.15 At the request of the Construction Supervisor the Architect and his consultants shall make periodic visits to the site, on an as needed basis, with payment based upon the actual hours worked, to familiarize himself with the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents. On the basis of his on-site observations as an architect, he shall guard the City against defects and deficiencies in the work of the Contractor. The Architect shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he shall not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. The Architect shall maintain a site visit log

and provide copies to the City for each site visit. All photos, logs, field reports and any other records generated by the Architect and his representatives shall be copied to the Owner as they are generated for each site visit during the life of the project.

1.1.16 Based on such observations at the site and on the Contractor's Applications for Payment, the City appointed Construction Supervisor shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Construction Supervisor to the City based on the Construction Supervisor's observations at the site as provided in sub-paragraph 1.1.15 and the date comprising the Application for Payment, that the work has progressed to the point indicated; that to the best of the Construction Supervisor's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to the results of any subsequent tests required by the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment. The Construction Supervisor shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contractor has used the moneys paid on account of the Contract Sum. The Construction Supervisor shall, unless consented otherwise by the City withhold from Certificates for Payment amounts necessary to protect the City from loss on account of:

- a) defective work not remedied,
- b) third party claims filed or reasonable evidence indicating probable filing of such claims,
- c) failure of the Contractor to make payments properly to Subcontractors for the labor, materials or equipment,
- d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum,
- e) damage to another contractor,
- f) reasonable indication that the work will not be completed within the contract time,
- g) unsatisfactory prosecution of the work by the Contractor,
- h) failure of the Contractor to maintain current "as- built" prints, or
- i) work performed by subcontractor which subcontractor has not been approved by the Construction Supervisor, Architect or City.

1.1.17 The Architect shall be, in the first instance, the interpreter of the requirements of the contract documents and the impartial judge of the performance thereunder by both the City and the Contractor. The Architect shall make decisions on all claims of the City or Contractor relating to the execution and progress of the work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effects shall be final if consistent with the intent of the contract documents.

1.1.18 The Construction Supervisor shall have responsibility to identify nonconforming work and shall reject same or advise the City as to what alternatives would be acceptable. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the contract documents, he will have authority to require inspection or testing of any work in accordance with the provisions of the contract documents whether or not such work be then fabricated, installed, or completed.

1.1.19 At the request of the Construction Supervisor the Architect shall review and approve shop drawings, samples, and other submissions of the contractor only for conformance with the design concept of the project and for compliance with the information given in the contract documents required by the Project Manual for the construction contract.

1.1.20 At the request of the Construction Supervisor the Architect shall prepare change orders for City's approval.

1.1.21 At the request of the Construction Supervisor the Architect shall conduct inspections to determine the dates of substantial completion and final completion, shall receive, verify if complete, and review written guarantees and related documents assembled by the contractor, and shall issue a final Certificate for Payment.

1.1.22 At the request of the Construction Supervisor the Architect, through his consultants, shall prepare documentation necessary to fulfill State of Idaho Department of Environmental and Panhandle Health Department requirements for issuance of an Operational Certificate.

1.1.23 The Architect shall not be responsible for the acts or omissions of the contractor or any subcontractors, or any of the Contractor's subcontractor's agents or employees, or any other persons performing any of the work.

MISCELLANEOUS SERVICES AT NO COST TO CITY

1.2 The following additional services shall be provided by the Architect, at no cost, unless noted otherwise, in addition to those set forth in this contract, to the extent that such services are required to accomplish the work prescribed to be performed by the Architect above.

- 1.2.1 Providing detailed estimates of construction costs.
- 1.2.2 Making revisions in drawings, specifications, or other documents when such revisions are consistent with written approval or instructions previously given by the City.
- 1.2.3 At the request of the Construction Supervisor the Architect will Prepare and administer a detailed punch list for the project as an additional service.
- 1.2.4 Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding which may arise from alleged design defects of facilities under this contract.
- 1.2.5 Furnish "as-built" mylar or velum drawings and three blueline prints of the completed project designed under this contract based on marked up prints, drawings and other data furnished by the Contractor or City to the Architect, including all addenda items and change orders.
- 1.2.6 At the request of the Construction Supervisor the Architect shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications as an additional service. Shall include all miscellaneous travel expenses.

ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES AT CITY'S COST

- 1.3 Additional services not listed in 1.2-- 1.2.6 above shall be provided by the Architect if authorized by the City and shall be paid for by the City at the rates set forth in the Architect's hourly rate schedule attached as Attachment "B".
- 1.3.1 Making revisions in drawings, specifications, or other documents when such revisions are requested by the City subsequent to written approvals or instructions previously given by the City.
- 1.3.2 Preparing change orders to accomplish design changes desired by the City which are the result of requests made as described in Article 1.3.1.
- 1.3.3 Visits to the site in addition to those required for the Architect to perform the basic services. These visits shall be defined as visits in excess of that provided in 1.3.3.1 and only with prior written consent of the City.
- 1.3.3.1 The fees in this contract provide for zero (0) inspection visits to the construction project. Site visits will be provided as an additional service as requested by the Construction Supervisor.

1.3.4 Reproduce and provide 50 sets of bidding drawings and 50 sets of bidding specifications and distribute bidding documents per Project phase.

1.3.5 Plan review fees assessed by reviewing agencies.

1.3.6 All printing, copying, long distance telephone and travel costs by Architect and Consultants.

2. THE CITY'S RESPONSIBILITIES

2.1 The City shall provide full information in assisting the Architect in the preparation of the program for the project.

2.2 Throughout the preparation of schematic design studies, design development documents and specifications, the City's representative shall be the Deputy Fire Chief acting on behalf of the City Council. In the preparation of construction changes, specification bidding information, forms, general conditions, general requirements, special provisions, and forms of agreement between City and Contractor, the City's representative shall be the Deputy Fire Chief or his designee acting on behalf of the City Council.

2.3 The City shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's services.

2.4 It is the responsibility of the City to provide all land surveys of the site and review the correctness of the information provided as well as request any additional information needed by the Architect to perform the design.

2.5 The City shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect and City including reports, test borings, test pits, soil bearing values, percolation tests, ground corrosion and resistivity tests and other necessary operations for determining sub-soil, air and water conditions, with appropriate professional recommendations.

3. CONSTRUCTION COSTS

3.1 Construction cost does not include compensation of the Architect and his consultants, the cost of land, rights-of way, soils investigation and survey or other costs anticipated to be incurred by the City for the completion of the Project which are not included in the construction of the facilities designed by the Architect under this contract. It is anticipated by the City that the total construction cost will not exceed ***Two Million Twenty-eight Thousand Five Hundred and Fifteen Dollars (\$2,028,515.00)***.

3.2 Statements of Probable Construction Cost and detailed cost estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry and shall not be prejudiced by the fixed limit. The fixed limit of construction cost shall be as noted in 1.1.4 or as modified in writing by the City. It is recognized, however, that neither the Architect nor the City has any control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimates prepared by him.

3.3 When a fixed limit of construction cost is established other than that stated in this agreement, it shall be in writing, signed by the parties and shall include a bidding contingency of ten percent. The Architect shall provide, at the request of the City, alternate bid documents to adjust construction costs to the fixed limit.

3.4 If the Bidding Stage has not commenced within six months after the Architect submits the construction documents to the City, any fixed limit of construction cost established as a condition of this agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the construction documents to the City and the date on which proposals are sought. The Architect shall make this review and shall recommend the amount of adjustment to be made to the fixed limit of construction cost to the Deputy Fire Chief. The Deputy Fire Chief will review the Architect's recommendations and prepare a recommendation including a ten percent bidding contingency to the City Council who will take final action on the adjusting of the fixed limit of construction prior to soliciting proposals. If the fixed limit of construction is not revised, and it is determined by the City to reduce the Project scope and quality to reduce the Probable Construction cost to within the fixed limit, this contract shall be subject to renegotiation at the demand of either party.

3.5 If the fixed limit of construction cost, including the bidding contingency (adjusted as provided in sub-paragraph 3.4, if applicable), established as a condition of this agreement is exceeded by the lowest bona fide bid, by the detailed estimate of construction cost or by the Statement of Probable Construction Cost, which is provided to the City at each stage, the City shall (1) give written approval of an increase in such fixed limit, or (2) authorized rebidding the project within a reasonable time, or (3) cooperate in revising the project scope and quality as required to reduce the Probable Construction Cost to within the fixed limit. In the case of (3), the Architect, without additional charge, shall modify the drawings and specifications as necessary to bring the construction cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with the agreement.

3.6 The Architect shall not begin or undertake to prepare, at the City's expense, any design under this or subsequent stages which, in his professional judgment, will

lead to the design of a Project exceeding the amount set forth in Paragraph 1.1.4 or an amount subsequently established by the City Council.

4. DIRECT PERSONNEL EXPENSE

4.1 There shall be no direct personnel expense chargeable by the Architect to the City under this contract.

5. REIMBURSABLE EXPENSES

5.1 There shall be no reimbursable expenses in addition to the compensation, which is a lump sum under this contract, for basic services and those additional services listed in paragraphs 1.2 -- 1.2.6 except for services provided under paragraphs 1.3 -- 1.3.7.

6. PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's services shall be based on:

Fixed fee based on the estimated construction costs as defined in paragraph 3.1. of *One Hundred Eight-eight Thousand, Two Hundred Thirty Five and No/100 dollars (188,235.00)* except as specified by paragraph 5.1 and 6.2.

Addition and Remodel to Fire Station 2	\$28,830.00
Training Facility	\$40,460.00
Administration Building	\$82,830.00
Remodel to Fire Station 1	\$36,115.00
Total Fixed Fee	\$188,235.00

Fees will be billed on the following percentages for each construction stage:

Schematic Design and Programming	25%
Design Development	10%
Construction Documents	55%
Bidding	10%

6.2 The following are estimated budgets for items identified as reimbursable costs under 1.3, Additional Services:

- a) Travel outside the city limits of Coeur d'Alene will be reimbursed per IRS rules \$ 3,000

- b) Bidding document reproduction and distribution (See 1.3.2) at cost.
\$25,000
- c) Meals, lodging and long distance telephone calls only when associated with travel outside of commuting distances of the City in conjunction with project requirements shall be reimbursed at cost upon submittal of appropriate receipts. *Estimated* \$ 2,000

6.3 **SUMMARY:**

Fixed Fee Total	\$188,235.00
Estimated Total for Reimbursable Costs	\$30,000.00
Total Contract Costs	\$218,235.00

TOTAL CONTRACT COSTS

6.4 Except as otherwise provided in this agreement, the City shall not pay additional compensation, payment, use of facilities, service or things of value to the Architect for the performance of its contract duties. The parties agree that administrative overhead and any other direct or indirect costs the Architect may incur in performance of its obligations under this agreement have been included in the compensation provided in this section.

6.5 In no event shall total payment by the City for services under this contract exceed the amount authorized by the City Council for this contract.

6.6 The Architect may invoice on a monthly basis for services completed to date as described herein. Payment will be made on the 4th Tuesday of every month for invoices that are received and reviewed acceptable by the second Tuesday of the month.

7. ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of expenses pertaining to the Project shall be kept by the Architect on a generally recognized accounting basis and shall be available to the City or its authorized representative.

8. TERMINATION OF AGREEMENT

8.1 This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Assignment of this contract or delegation of duties

by the Architect without consent shall entitle the City to terminate this agreement as of the date of assignment or delegation.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date then due and all termination expenses.

8.3 Termination expenses are defined as expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned within the stage in progress to the time of termination, as follows:

20 percent if termination occurs during the Schematic Design stage; or 10 percent if termination occurs during the Design Development stage or 5 percent if termination occurs during any subsequent stage.

8.4 Notwithstanding 8.3 above, at the completion of the Schematic Design stage, the Design Development stage, or the Construction Document stage, this agreement may be terminated before the next stage has commenced, in which case the Architect shall be paid his compensation for services performed to termination date and the Architect shall be due no termination expenses.

8.5 If this agreement is terminated due to the failure of the Architect to fulfill his obligations under this agreement, the City may assume the work and prosecute the same to completion by contract or otherwise. The Architect shall be liable to the City for any cost incurred by the City which exceeds the cost the City would have incurred had the Architect fulfilled his obligations under this Agreement. Settlement of liability at the completion of the work shall include any set off available to the City for delay in final completion occasioned by the default.

8.6 In no event shall the total compensation paid to the Architect in the event of termination exceed the amount due for completion of the Project stages completed or in progress or the total amount authorized by this contract.

8.7 The City may, in writing, require the Architect to remove from participating in the project within seven (7) days, any employee, consultant or other person under control of the Architect whom the City deems to be incompetent, careless or otherwise objectionable.

9. OWNERSHIP OF DOCUMENTS

9.1 Drawings and specifications compiled under this contract are, and shall remain, the property of the City and may be used by the City on this and other projects or extension to this Project without compensation to the Architect in addition to that provided by

this contract. The Owner agrees to indemnify City from liability on any future use of the construction documents other than the Project for which they are originally intended.

10. SUCCESSORS AND ASSIGNS

10.1 The City and the Architect each binds himself, his partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the city nor the Architect shall assign, delegate, sublet, or transfer its interest, rights or duties in this agreement without written consent of the other. An attempt to so assign without the consent of the City is a material breach of this contract.

11. ARCHITECT'S INSURANCE

11.1 Architect shall also maintain general liability insurance naming City as one of the insureds in the amount of **One Million Dollars and No/100 (\$1,000,000.00)** for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

11.3 The Architect will provide the City with a certificate of errors and omission insurance from the Architect's insurance company to indicate insurance of at least **Five Hundred Thousand Dollars and No/100 (\$500,000.00)** that assures indemnification of parties, including the City, damaged due to error and/or omission by the Architect, which insurance shall remain in force through all stages of architectural service. The Architect will indemnify hold harmless and defend the City from such error, wrongful acts or omission which are the responsibility of the Architect, its principals, agents, or employees.

12. AMENDMENT

12.1 The parties may amend this agreement only by written agreement and in accordance with the other terms and provisions herein.

13. INDEPENDENT CONTRACTOR

13.1 At all times the Architect shall be an independent contractor under this agreement with separate and independent responsibility for its actions.

14. EXTENT OF AGREEMENT

14.1 This agreement represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both City and Architect.

15. CONFLICT OF INTEREST

15.1 The Architect, all employees of the Architect, consultants and other personnel employed by the Architect providing services under this contract shall in no way stand to gain financially from the terms of this contract except for wages, salaries or bonuses paid by the Architect.

16. JURISDICTION; CHOICE OF LAW

16.1 Any civil action arising from this contract shall be brought in the First Judicial District Court for Kootenai County, Idaho. The Law of the State of Idaho shall govern the rights and obligations of the parties under this contract.

17. NON-WAIVER

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

18. PERMITS, LAWS AND TAXES

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

19. **NON-DISCRIMINATION**

19.1 The Architect shall not, in the course of performing its duties under this contract, discriminate against any person on the basis of race, religion, color, national origin, sex, marital status or physical handicap.

20. **NOTIFICATION**

20.1 Any notice under this contract may be served upon the Architect or the City by mail at the address provided below:

*CDA Fire Department
Attn: Fire Chief
320 Foster Avenue
Coeur d'Alene, Idaho 83814*

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

CITY OF COEUR D'ALENE

G. D. LONGWELL ARCHITECTS, PLLC

Sandi Bloem, Mayor

Corey Trapp, Principal

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2006, 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 _____, 2006, before me, a Notary Public, personally appeared Cory Trapp, known to me to be the Principal, of G. D. Longwell Architects, PLLC, 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: January 23, 2006
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: Agreement for Professional Engineering Services with J.U.B. Engineers, Inc. - Request Approval of Amendment No. 3

DECISION POINT:

The Council may wish to authorize staff to amend the agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services associated with collection system development and rehabilitation at a cost not to exceed \$98,000.00

HISTORY:

J.U.B. Engineers has substantially completed Amendment No 2 of their professional services agreement, which was approved by Council on January 18, 2005. Amendment No. 2 provided for CIPP/Open Trench Sewer Rehabilitation, GIS Upgrades and Inflow Identification.

We would like to proceed with Amendment No. 3.

1. CIPP/Open Trench Sewer Rehabilitation.
2. GIS Upgrades which will be substantially funded with unused budget remaining from J.U.B. Amendment No. 2.
3. Inflow Identification, we believe at this time, has reached its economic value. We would like to pursue corrective action of the inflow sources identified over the past years.

FINANCIAL ANALYSIS: Amendment No. 3:

Wastewater Budget for Collection System Rehabilitation	-	\$550,000.00
Proposed J.U.B. Total Cost	- - - - -	\$ 98,000.00
Estimate Construction Costs	- - - - -	\$450,000.00

PERFORMANCE ANALYSIS: Amendment No. 2

10,345 feet of CIPP and Open Trench pipe replacement was completed during the 2005 construction season at a total cost of \$51.41 per lineal foot of pipe including J.U.B. engineering fees. GIS Upgrades are in process of being made to our electronic ArcView program as more developments are completed. Inflow Identification has been accomplished by placing monitoring equipment in manholes and with the use of smoke testing.

RECOMMENDATION:

The Council may wish to authorize staff to amend the agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for tasks associated with collection system development and rehabilitation at a cost not to exceed \$98,000.00, continue GIS Upgrades funded by unused budget and pursue corrective action of the inflow sources identified over the past years.

ADDENDUM No. 3 TO THE
PROFESSIONAL SERVICES AGREEMENT
WITH
J-U-B ENGINEERS, INC.

THIS ADDENDUM entered into this 7th day of February, 2006, 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, and **J-U-B Engineers, Inc.** an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

WITNESSETH:

WHEREAS, pursuant to Resolution No.04-055 adopted the 20th day of April, 2004, as amended by Resolution No. 04-081 adopted the 7th day of September, 2004, as amended by Resolution No. 05-004 adopted the 18th day of January, 2005, the City of Coeur d'Alene entered into a Professional Services Agreement with J-U-B Engineers, Inc. for professional engineering services; and

WHEREAS, J-U-B Engineers, Inc. has substantially completed Amendment No. 2 of the professional services agreement which provided for 3 tasks associated with collection system development and rehabilitation, and

WHEREAS, J-U-B Engineers, Inc. and the Wastewater Department desire to enter into Addendum No. 3 to said agreement for professional engineering services for 3 tasks to include design and construction related services to rehabilitate or replace approximately 8,000 LF of sanitary sewer lines; continue GIS maintenance, technical support, and updates into 2006 on an as-needed basis and provide the City support during inflow source removal, as more particularly described in the Scope of Services, attached hereto as Exhibit "A", and incorporated herein by reference, and

NOW THEREFORE, the City of Coeur d'Alene and J-U-B Engineers, Inc. hereby execute Addendum No. 3 to said Professional Services Agreement. All other provisions in the original agreement adopted pursuant to Resolution No. 04-055 as amended by Resolution No. 04-081, and as amended by Resolution No. 05-004, shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Addendum on behalf of said City, the day and year first above written.

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of February, 2006 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of February, 2006, before me, a Notary Public, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of J-U-B Engineers, Inc., 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 Coeur d'Alene
My Commission Expires:



Engineers Surveyors Planners

RECEIVED

JAN 19 2006

WASTEWATER

J-U-B ENGINEERS, Inc.

Regional Office

7825 Meadowlark Way

Coeur d'Alene, ID 83815

208-762-8787

Fax: 208-762-9797

www.jub.com

January 17, 2006

Mr. Jim Dunn
City of Coeur d'Alene Wastewater Department
816 East Sherman Avenue, Suite 6
Coeur d'Alene, ID 83814

Dear Jim:

RE: 2004 Wastewater Collection Projects - Amendment #3

Taking inventory on what the City has accomplished in the last few years with its Wastewater Collection Projects yields an impressive summary: rehabilitation or replacement of over 16,000 feet of sanitary sewer, GIS system updates to make the system more accurate and user friendly, and development of implementation plans to remove major inflow sources from the collection system and lower the impact to the wastewater treatment plant.

Amendment #3 continues this trend by allowing the City to make even greater strides but with a reduced budget. In summary:

- Task 1 includes design and construction related services to rehabilitate or replace approximately 8,000 LF of sanitary sewer lines. A labor estimate is enclosed for your review.
- Task 2 continues GIS maintenance, technical support, and updates into 2006 on an as-needed basis. We propose performing this task on a Time and Materials basis by transferring remaining funds of approximately \$48,350 from the GIS work in Amendment #2 (2005 Budget).
- Task 3 provides the City support during inflow source removal. We propose performing this task on a Time and Materials basis as directed, by transferring remaining funds of approximately \$32,150 from the inflow work in Amendment #2 (2005 budget).





Engineers Surveyors Planners

By transferring the remaining budgets for Tasks 2 and 3 from 2005 to 2006, the Wastewater Department will be able to use this year's budget for implementation of improvements. These savings are a direct result of the City Wastewater Department's collaborative approach to projects.

If you have any questions or comments about the attached scope and labor estimate, please do not hesitate to call.

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in black ink that reads "Stephen P. James".

Stephen P. James, P.E.
Project Manager

Enclosures



ATTACHMENT "A"

**SCOPE OF SERVICES - Amendment #3
City of Coeur d'Alene Wastewater Department
2006 Wastewater Services**

TASK 1

**PIPE REHABILITATION PROJECT - 2006 CURED-IN-PLACE-PIPE REHABILITATION AND
OPEN TRENCH SEWER REPLACEMENT**

Objective

The purpose of this task is to review approximately 7,000 LF of sanitary sewer with the intention of developing final plans and specifications for Cured-in-Place-Pipe (CIPP) rehabilitation of approximately 7,000 LF of 8-inch to 15-inch sewer lines, develop a bid package for two open trench replacement projects, and provide construction management and observation for the CIPP and open trench projects.

Approach

ENGINEER will review existing sewer line data to verify service locations, determine what additional closed-circuit television (CCTV) inspection is necessary, field verify pipe sizes for the reaches in question, determine approximate depths to inverts and current condition of the main lines and service connections. The CITY will jet reaches as necessary to clarify existing conditions. Preliminary design for the CIPP project will include a recommendation to the CITY on the type and extent of point repairs needed for CIPP rehabilitation. Preliminary design for the open trench projects will include survey and concept plans and profiles. Final design will develop biddable construction documents, submittal for CITY review and approval, submission of a courtesy set of the CIPP plans to the Idaho Department of Environmental Quality (IDEQ), submission of a review set of the open trench projects to the IDEQ for approval, and final edits based on those reviews. The bidding phase will include advertisement, a pre-bid conference, bid opening, and a bid review and recommendation to the CITY. The construction phase will include contract administration, construction observation and project close-out.

The approach will be broken into the following subtasks:

- Preliminary Design
- Final Plans and Specifications
- Contract Bidding and Award
- Construction Administration and Observation
- Project Close-out

ENGINEER will provide administrative and engineering services specifically limited to the following:

Task 1.1 Preliminary Design Gather, document, and review existing conditions and identify potential construction conflicts. Develop preliminary plans for initial discussion and review by the CITY and IDEQ. The activities are as follows:

- Field verify existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for the reaches between the intersection of Lincoln Way and Idaho Avenue and the intersection of 5th Street and Reid Avenue.
- Field verify existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for the following reaches:
 - CIPP Project: 5th Street from Reid Avenue to Montana Avenue
 - CIPP Project: Reid Avenue from 5th Street to 7th Street
 - CIPP Project: Montana Avenue to Foster Avenue on 7th Street and 8th Street and Foster from 7th to 8th
 - Open Trench Project: Alley north of Garden Avenue from west of 10th Street to 11th Street
 - Open Trench Project: Alley south of Adeline Avenue from 11th Street to 12th Street
- Collect topographical survey for the two open trench projects. Survey will include collection of surface improvements within the alleys and streets in the CITY right-of-way for the projects, sanitary sewer locations and depths to inverts, utilities as marked by the owners based on a One Call for construction, and any available property pins within the project area. Property lines will be approximated using the CITY's GIS database and assessors map.
- Develop two concept drawings with plan and profiles for each open trench project as follows:
 - Replace the existing 6-inch sanitary sewer with 8-inch sanitary sewer at the same line and matching existing inverts.
 - Replace the existing 6-inch sanitary sewer with 8-inch sanitary sewer at the same line, but increasing the bury depth (minimum grade from downstream manhole).
- Review video inspection logs of sewer mains identified above to verify pipe condition and identify specific reaches that should / should not be rehabilitated with CIPP.
- Recommend point repairs necessary prior to CIPP rehabilitation for CITY's review. Corrective measures required shall be the CITY's responsibility. Point repairs will be performed and / or coordinated by the CITY as necessary to accommodate CIPP rehabilitation.

- Prioritize reaches for CIPP rehabilitation and identify potential additive alternates as appropriate to meet budget requirements in a technical memorandum.
- Develop CIPP concept drawings for review with the CITY based on the above CIPP reaches. The concept drawings will include a CITY-provided orthophoto of the project area with service laterals shown as located during the CCTV inspection for CITY review of lots potentially served by multiple service laterals.
- Develop concept level opinions of probable cost.
- Review concept drawings and opinions of probable cost with the CITY Wastewater Department for concurrence before proceeding with final design.

Task 1.2 Final Plans and Bid Documents Based on CITY comments and IDEQ comments (if available) from the concept design, the concept drawings will be finalized for bidding purposes. The activities are as follows:

- Develop bid specifications and final plans suitable for competitive bidding, based on CITY comments. Since budget may be an issue, contract documents may contain multiple alternates to allow award of a project that fits the CITY's budget.
- Develop bid documents for the open trench replacement projects for bidding as two schedules.
- Conduct internal QC/QA of contract documents.
- Provide final Engineer's opinion of probable cost for the projects.
- Submit plans, specifications, and contract documents to the CITY Wastewater Department for final review and approval, to the IDEQ for review, and affected utilities for informational purposes.
- Incorporate CITY and IDEQ comments (as applicable) and develop final bid set.
- Provide up to 20 sets of half sized plans (11x17), specifications, and contract documents for bidding the CIPP project. Plans shall be used for distribution to regulatory agencies, plan agencies, and interested contractors.
- Provide up to 20 sets of half sized plans (11x17), specifications, and contract documents for bidding the open trench projects. Plans shall be used for distribution to regulatory agencies, plan agencies, and interested contractors.
- Provide two (2) sets of final plans, specifications and contract documents for the CIPP rehabilitation project and the open trench projects for CITY use in hard copy and in Adobe Acrobat format (pdf) on one CD for CITY's use.

Task 1.3 Contract Bidding and Award The CITY will advertise and distribute the final Contract Documents for bidding purposes once completed. The activities are as follows:

- Conduct one pre-bid meeting at the CITY offices for the CIPP project.
- Conduct one pre-bid meeting at the CITY offices for the open trench projects.

- Answer bidders' questions during the bid phase by preparing and issuing Addenda as required to clarify the plans and specifications and as directed by the CITY.
- For the CIPP and open trench projects, assist in bid openings at CITY offices, review bids as received, prepare a bid summary, and distribute to all plan holders. Review bids for responsiveness and responsibility of the bidders and make recommendations to the CITY for awarding the bid or rejecting all bids.
- For the CIPP and open trench projects, prepare the notice of award, contract agreement, and notice to proceed for review, approval, and distribution by the CITY and assist in the contract award.

Task 1.4 Construction Administration Provide support during construction as required by the CITY. Expected tasks include:

- For the CIPP project, conduct one pre-construction conference with the CITY, Contractor, and other interested parties.
- For the open trench projects, conduct one pre-construction conference with the CITY, Contractor(s), and other interested parties.
- Distribute informational flyers to impacted homeowners. Conduct one common evening neighborhood meeting to discuss both CIPP and open trench projects with impacted homeowners, as directed by the CITY. Prepare a public notice about the project for posting in the newspaper or on the radio. All newspaper or radio notices will be approved and issued by the CITY.
- Interpret the plans and specifications during construction. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
- Provide administration of the construction contract as provided in the General Conditions of the Contract Documents, including submittal review, requests for information, processing of pay requests, change order requests, etc.
- Provide construction observation and services as necessary during construction. General activities include submittal review, processing of pay requests, and change order requests. Specific activities include the following:
 - For the open trench projects, observation of trenching, pipe installation, sewer service reconnections, backfill, quality assurance testing performed by the contractor(s), and final surface repair.
 - For CIPP, observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspection to verify full reinstatement of services (as applicable).
- Review contractor progress and pay requests and prepare recommendations to the CITY for progress payments.

Task 1.5 Project Close-out Provide construction and administration services as needed to finalize the project and develop record drawings for the CITY's use. The activities include:

- For each project, schedule a final walk-through to be attended by the CITY, ENGINEER, and Contractor and develop a tentative list of items to complete the contractor's work.
- Review the tentative lists of items for completeness.
- Review final quantities and pay request from the Contractor. Submit findings to the CITY for approval.
- Provide two complete sets of hard copy and one electronic copy of Record Drawings for CITY records and inclusion into the CITY's GIS database based on GIS reference provided by CITY at beginning of project.

Task 1.6 Services Requiring Supplemental Authorization The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested, and authorized in writing by the CITY. Such authorization shall also state the negotiated amount and method of compensation by the CITY. When authorized to proceed, the ENGINEER will:

- Perform dye testing and related field work to identify if service laterals are active or inactive.
- Assist the CITY in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Assist the CITY in resolving disputes over bankruptcy or default of the Contractor.
- Assist the CITY as a result of fire, flood, acts of God, legal complaints or default of the Contractor.
- Assist or extend services as a result of strikes, walkouts or other labor disputes, and including acts relating to settlement of minority group problems.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CITY in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction.

CIPP Schedule: The proposed schedule for Task 1 is as follows:

Task	Days
Preliminary Design (from Notice to Proceed)	60
Final Design (from approval of Preliminary Design)	45

Open Trench Schedule: The proposed schedule for Task 1 is as follows:

Task	Days
Survey (start date dependent on snow cover)	15
Preliminary Design (from completion of survey)	45
Final Design (from approval of Preliminary Design)	45

Compensation: Compensation for Task 1 will be as follows:

- On a lump sum basis of \$44,900 for preliminary and final design
- On a time and materials basis estimated at \$50,600 for bidding, award, construction administration, and project close-out.
- On a time and materials basis estimated at \$2,500 for additional services.
- A labor-hour estimate is attached as Attachment "B".

TASK 2 GIS MAINTENANCE AND CAPITAL PROJECTS

Objective

The purpose of this task is to continue to update the existing Wastewater GIS database and improve its use and benefits. The current system is used daily and contributes to the management of wastewater assets so periodic training will help the CITY gain the maximum benefit from this asset. Maps and data that make up the current GIS database will need periodic updates as new development occurs.

Approach

ENGINEER will provide technical support for software, general GIS issues, data collection, system troubleshooting, and quality assurance/quality control processes. As required, ENGINEER will also update mapping information as provided by CITY field crews and will help to refine GIS data capture and entry processes. In addition, the ENGINEER will develop the following new applications:

- Sewer back-up response application (CMOM benefit)
- Sewer inflow location application
- Crew tracking application
- “One-call” grid development

Task 2.1 Routine Services Aid the CITY in maintaining the existing GIS database. The activities are as follows:

- Technical support phone calls for Software - ArcView, Asset Magician, Mapbook Maker, etc.; GIS - theory, analysis, project design; Data Collection; System troubleshooting; and QC/QA.
- Conduct routine GIS Maintenance. These tasks include complete work orders in the field and office (done by City); Update system map and attributes as per work orders (done by City); Receive work orders and digital data from field crews; Update CAD file with clean information from GIS; QC/QA (by ENGINEER and CITY staff); and update CITY computers with new additions/Orientation City staff (by telephone).
- Update GIS model with new subdivisions and projects. These tasks include receive digital or paper as-built data from City; review as-built data and clean-up as necessary (GIS); populate database with feature attributes (GIS); update CAD file with clean information from GIS; QC/QA - (by ENGINEER and CITY staff); update City computers with new additions/Orientation City staff (by telephone), and additional field data collection (GPS) as required to verify data.
- Update administration and provide regular training. These tasks include develop work order process and related forms; update metadata (data source, accuracy, date, etc); audit and update GIS library to verify that directories are organized properly; provide GIS training on-site with CITY staff

Schedule: Task 2 is on-going and will be conducted over the course of calendar year 2006.

Compensation: Remaining funds from Amendment #2 in 2005 (estimated to be \$48,350) will be transferred to this amendment and paid on a time and materials basis as approved by the City.

TASK 3 INFLOW SOURCE IDENTIFICATION AND ELIMINATION

Objective. The purpose of this task is to assist the City of Coeur d'Alene with identifying and eliminating sources of inflow into their wastewater collection system. It will be assumed that the majority of the excess flow into the sanitary sewer system is a result of "inflow" versus "infiltration" due to the porous soils that comprise most of the City's service area. This task will build and expand upon existing modeling and the 2002, 2004, and 2005 Inflow Source Identification Technical Memoranda. To date, an estimated 15 to 16 acres of the approximately 60 acres of impervious area suggested by the hydraulic model calibration to peak flows have been identified in the previous field investigations. At this juncture, the most obvious inflow sources have been identified so active disconnection of inflow sources is planned for 2006. This task will provide any required support on an as-needed basis.

Approach. Inflow source tracing analysis focused on the downtown, mid-town, East Sherman and "M" interceptor in the 2002, 2004, and 2005 projects. The focus of this continuing effort will be on the following:

- Review of high priority inflow sources
- Assistance with identification of potential inflow removal models

Products: No specific products are anticipated from Task 3.

Schedule: Task 3 is on-going and will be conducted over the course of calendar year 2006.

Compensation: Remaining funds from Amendment #2 in 2005 (estimated to be \$32,150) will be transferred to this amendment and paid on a time and materials basis as approved by the City.

Additional Considerations

It is mutually agreed by the parties hereto that:

Qualified Estimates of Cost

Any opinion of the estimated construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CITY. Since the ENGINEER has no control over cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids.

Function of On-Site Personnel

The on-site personnel will make reasonable efforts to guard the CITY against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause the ENGINEERS to be responsible for those duties and responsibilities which belong to the Construction Contractor and which include, but are not limited to, full responsibilities for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Full-time observation will be provided when material or construction materials are being installed in the project.

ENGINEERS' Evaluation of Subsurface Conditions

In subsurface investigation work and in determining subsurface soil conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. The ENGINEERS will coordinate this work in accordance with generally accepted soils engineering practices and make no other warranties, expressed or implied. It is mutually understood for these projects that the soils are well understood and do not require any soils evaluation.

ENGINEERS' Responsibility

The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the PROJECT and makes no other warranty either expressed or implied.

City of Coeur d'Alene Wastewater Department
2006 CIPP Rehabilitation and Open Trench Sewer Replacement Projects

LABOR-HOUR ESTIMATE

Task	Description	Project Manager	Project Engineer	Drafting	Design / Obs. / Technician	PLS	Survey Crew	Clerical	Subconsultant	Task Totals
1.1	Preliminary and Final design									
	Manhole condition and pipe size verification - Foster Avenue		4		24					\$2,100
	Manhole condition and pipe size verification - add'l reaches	1	2		32	4	16	2		\$5,200
	Open Trench: survey/utility coordination/locates	2	4	16	16			2		\$3,000
	Open Trench: Concept Development									
	CIPP: Review CCTV inspection videos and logs - Foster Avenue									
	CIPP: Review CCTV inspection videos and logs w/ rehab recom.	1	4		16					\$1,700
	Develop concept drawings for CIPP project, identify point repairs	2	8	32	24					\$4,900
	Concept Opinion of Probable Cost	2	4		8					\$1,300
	Concept / progress review with the CITY, Project Administration	4	8		8			4		\$2,200
1.2	Final Plans and Bid Documents									
	General plan preparation - 7,000 LF +/- CIPP	2	8	40	24					\$5,500
	General plan preparation - Open Trench Projects	2	8	32	16					\$4,400
	CIPP Specifications	2	4		8			8		\$1,800
	Open Trench Specifications	2	8		8			8		\$2,200
	Opinion of Probable Cost	1	4		8					\$1,100
	IDEQ submittal	1	4		4			4		\$800
	Review with the CITY, Project Administration	4	8		8			2		\$2,100
	QC/QA review	8	4	16	8					\$3,200
	Final Plans and Bid Documents	2	4	4	4			32		\$3,400
	SUBTOTAL	36	86	140	212	4	16	62		\$44,900
1.3 - 1.5	Bidding through Construction									
	Distributing informational packets, neighborhood meeting	2	4	4	8			4		\$1,800
	Bid advertisement/contractor coordination		4					8		\$900
	Pre-bid meetings (two total)	4	8		8			2		\$2,100
	Bid management (questions and addenda)	2	16	8	8			16		\$4,000
	Bid opening and contract award	2	8					16		\$2,100
	Pre-construction meetings (two total)	2	12		8			4		\$2,300
	CIPP Construction Management (6 weeks of project activity)	12	48		24			8		\$8,800
	CIPP Observation (approximately 350 lf per day, 6 hrs/day)				120					\$8,700
	Open Trench Construction Management (4 weeks of project activity)	8	32		16	4	8	8		\$7,400
	Observation - open trench (6 hrs/day, 4 weeks)				120					\$8,700
	Record drawings	2	8	24	16					\$3,800
	SUBTOTAL	34	140	36	328	4	8	66		\$50,600
1.6	Additional Services									
	As Requested									\$2,500
TOTAL PROJECT COST										\$98,000
Preliminary and Final Design										\$44,900
Bidding through Construction										\$50,600
Additional Services										\$2,500

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 23, 2006
FROM: Terry Pickel, Assistant Water Superintendent
SUBJECT: Water Dept. Safety Manual approval

=====

DECISION POINT: Staff requests that the Council adopt the draft safety manual for the Water Department by Resolution.

DISCUSSION: The City of Coeur d'Alene is currently exempt from the OSHA (Occupational Safety and Health Administration) federal safety standards and although the City has always tried to adopt and follow safe work practices in general with an accident prevention program, we have not previously had written policies or guidelines for the employees to review, acknowledge and follow. Without proper written safety documentation, the City cannot provide conclusive evidence that it has attempted to provide a safe work environment for the City employees in the event of an on the job accident and the possible resulting litigation. The Water Department Safety Manual is a first step in that direction. The proposed safety manual reflects the general requirements as set forth by the OSHA standards in regards to employer/employee duties and responsibilities. Although this manual is specifically directed towards the Water Department, the flexibility of the manual would allow for the long term goal of expanding it into a City-wide document. The current document has been reviewed by the Legal and Human Resources Departments to ensure that it doesn't create any problems with employee contracts or other City policies. The Fire Department reviewed sections where there is overlap with some of their policies and procedures. Changes were made in our draft document to make sure there were no conflicts. After this manual has been in use for a while and we can evaluate its strengths and weaknesses, the safety manual can be modified and expanded so as to apply to all City departments. The draft manual lays out City and Employee responsibilities and describes typical hazards and how to deal with them. A copy of the draft manual will be placed in the Council's office for review. Additional paper copies can be made. It is also available electronically.

FISCAL IMPACT: The proposed safety manual requirements and the subsequent safety program will have a relatively minor financial impact on the Water Department. Currently we try to keep employees personal protective equipment (PPE) in top condition. With the heightened awareness from this program, we may be replacing worn items on a more regular basis. The impact on the budget should be minimal. Larger items, such as shoring, will be purchased through the existing small tools and equipment budget. Where possible, we will share purchasing and use of these types of items with other departments.

REQUESTED ACTION: Staff requests that the committee recommend adoption of the proposed Water Department Safety Manual by Council Resolution.



City of Coeur d'Alene Water Department

Safety Manual

January 2006

Mayor

Sandi Bloem

City Administrator

Wendy Gabriel

Deputy City Administrator

Jon Ingalls

Council

Dixie Reid
Woody McEvers
Loren "Ron" Edinger
Deanna Goodlander
Al Hassell
Mike Kennedy

Water Superintendent

Jim Markley, P.E.

Assistant Superintendent

Terry Pickel

Council Approval – Resolution No. 06-009

Date: 02/07/2006



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1 INTRODUCTION

The purpose of this safety manual is to familiarize each employee with his/her responsibilities, not only to themselves but to their co-workers as well, for establishing and observing safe and effective operating procedures and work habits to prevent work related accidents, lost time and injuries. The City takes safety seriously. By adherence to this manual the City hopes to help enhance worker safety. The following topics will be addressed in this manual:

- *The City's responsibilities* for providing a safe work place for the employee.
- *The employee's responsibilities* to insure that he/she learns and observes the proper safety procedures to protect themselves and their co-workers.
- *Employee safety* for the employees to observe around any Water Department tools, equipment and vehicles.
- *Daily Equipment Checks and Inspections* will train the employee to visually inspect all important functions and lighting of the equipment and vehicles to insure that all safety features are working and that the equipment or vehicle is 100% operational for the work to be performed.
- *Job Site Layout* will help the employees to set up a safe and efficient work site that will protect them from unnecessary accidents and injuries.
- *Traffic Control and Safety* will help guide the employee through laying out an effective traffic control plan which will protect not only the employees but insure safe and smooth flow of traffic around and through the job site.
- *Trenching and Shoring* will enable the employee to identify the possible hazards and determine when and where a trench box is required or whether proper sloping may be used.
- *Basic Soils Identification* will help the employee to visually analyze the soil type and determine the amount of sloping or degree of protection required.
- *Confined Space Entry* will help the employee identify the different types of confined spaces and the proper entry techniques.
- *Confined Space Entry Permit* will train the site supervisor in the proper method of tracking when an employee is required to enter a confined space and the methods used to assure safety.

- *Hot Work* will describe the hazards of performing any type of electrical or welding operations in a confined space and what the employee and supervisor should do to insure maximum safety.
- *Chemical Hazards* will describe some of the basic chemical hazards associated with Water Department work.
- *Chlorine Safety* will guide the employee through the safest methods for handling chlorine cylinders, chlorine leaks and emergencies such as fire.
- *Electrical Hazards* will educate the employees on the various types of electrical hazards which may be encountered either at the Wells or on the job site.
- *Lock-Out / Tag-Out Procedures* while generally reserved for electricians, will aid other employees in the standard procedures in the event they may be called upon to assist the electrician or perform diagnostics to better explain the situation.
- *Environmental Hazards* will address the various manmade and natural environmental conditions the employees will encounter during daily work.
- *Training* will reflect the ongoing process of identifying new hazards and developing and implementing the associated safety practices and procedures.

While the aforementioned topics cannot cover all of the possible hazards encountered during routine and emergency operations of the Water Department, they are the fundamental subjects identified as major hazards in the industry. As a result, this manual must be updated on a regular basis as new safety concerns and hazards are identified and new safety procedures are developed to circumvent the dangers associated with each new hazard.

It shall be the responsibility of the City to present the following manual to each current Water Department employee upon completion and approval of said manual, and to prospective employees upon their date of hire. It shall be the responsibility of each employee to complete and return an Employer / Employee safety agreement that states they understand the employee and City's obligations regarding safe operations and an effective accident prevention program. The safety agreement shall be kept in each employee's personnel file at Human Resources.

2 CITY RESPONSIBILITIES

The Congress of the United States passed the Occupational Safety and Health Act in 1970. From this was created an enforcement body called OSHA, which is the Occupational Safety and Health Administration. Ten regional districts were established throughout the U.S. to enforce safety in industry. Under the original act, the states were to prepare individual safety

programs and submit them to OSHA for approval for state administration and enforcement. While the State of Idaho does not officially recognize OSHA as the governing body for safety requirements in regards to its municipal jurisdictions, and therefore the City of Coeur d'Alene is exempt from their requirements, OSHA does have oversight of the private contractors who perform work in and for the City of Coeur d'Alene. This manual has been prepared under the regulatory guidelines of the OSHA requirements and upon adoption of said manual, the City will take the responsibility to effectively enforce the following safety procedures for the City employees under its sole discretion.

In view of the OSHA regulatory acts and the City of Coeur d'Alene's desire to provide a safe workplace, the employer AND the employee have mutual responsibilities in and for the safe work place. These are referred to as the duties that are quoted as follows:

EMPLOYER'S DUTIES

Under recognition of the employer's obligations for a safe workplace the employer shall;

- 1) Furnish a work environment free from recognized hazards that are likely to cause death or serious physical harm.
- 2) Comply with City recognized safety and health concerns as set forth under this document.
- 3) Endeavor to periodically update the safety manual when new safety concerns or hazards are recognized and/or when new or different safety procedures are established.
- 4) Conduct regular training sessions to insure that the employees have the latest knowledge and reasonable technology available to insure a safe workplace.
- 5) Maintain an open door policy of which any employee may approach his/her supervisor or department head at any time with a safety concern or suggestion.
- 6) Employer shall have copies of the safety manual readily available to the employees.

3 EMPLOYEE RESPONSIBILITIES

In recognition of the City of Coeur d'Alene's efforts to provide a safe workplace for each individual employee, the employees of the City of Coeur d'Alene Water Department must comply with all of the safety guidelines as set forth in this manual. As the employer has the responsibility to provide a safe workplace for each employee, the employee has certain responsibilities that must be utilized to assist the employer in accomplishing these mutual goals and are described as follows:

EMPLOYEE'S DUTIES:

Under recognition of the employee's obligations for a safe work environment, the employee shall:

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- 1) Thoroughly read, understand and comply with the guidelines as implemented by the City.
- 2) Encourage his/her fellow employees to observe these safety guidelines.
- 3) Possess the ability, through review of this manual, to recognize a potentially hazardous situation and to determine and implement the correct safety procedures.
- 4) Immediately notify his/her supervisor of any safety hazards or concerns.
- 5) Complete and sign an employer/employee safety agreement, and have it on file with the City, verifying that the employee has read, understands and agrees to comply with the safety regulations as set forth by the City.
- 6) Immediately report all injuries to my supervisor and complete an Employee Injury claim form immediately or as soon as practical following any injury that occurs during the course of performing assigned duties.

The City of Coeur d'Alene recognizes that the employees are the most important assets, and by creating a safe working environment, the City has taken a first step in its priority to insure the preservation of these assets. By mutual implementation of a coordinated safety program, the City hopes to insure that the employees of the City can more effectively and efficiently carry out the day to day operations necessary to maintain the city utility and healthful environment. The City relies on each employee to professionally carry out these duties as specified.

4 **EMPLOYEE SAFETY**

It is the responsibility of each employee, whether operating hand tools, vehicles or small to large equipment, to ensure that their own safety as well as that of their fellow employees has the utmost priority. Any employee who will be utilizing or will be in close proximity to another employee utilizing any type of hand and power tools or small to large equipment should be aware of the possible hazards at all times and should make sure to let the other employee(s) know that they are in the vicinity. Whether using a shovel or operating a backhoe, all of the employees will need to observe fundamental safety rules.

First of all, the employee should be familiar with all tools and equipment necessary to perform his/her assigned duties. If the employee is not, they should request proper training by their respective supervisor and will be responsible for reading and understanding the applicable owner's and operator's manuals for the specific tools or equipment. The City shall provide adequate training for the appropriate employees on the proper use and care of their respective tools, equipment and vehicles. It shall be the responsibility of the employee to learn the operation and maintenance to the best of their ability and to actively seek further training as available.

Each employee shall wear proper clothing and shoes suitable for the type of work the employee will be performing during the work shift. The City shall provide the proper safety materials or personal protective equipment (PPE) including but not limited to: hard hats, hearing protection, eye protection when needed, gloves, rain gear, rubber boots, safety vests,

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shirts and coveralls when needed. It shall be the responsibility of the employee to provide and utilize the appropriate footwear for construction and maintenance purposes such as approved, sturdy leather work boots, as required. It shall be the responsibility of the employee to keep the equipment clean and in good condition. When the City provided equipment is worn out or damaged, the employee must notify his/her supervisor to request replacement.

When an employee is required to operate equipment around fellow employees and/or the public, it shall be the employee's responsibility to insure that everyone around them understands the danger of possible flying debris and/or equipment swing areas and any possible overhead dangers. The operator and the employees assisting him/her must keep the work area as clear as possible of hazards such as scrap pipe and loose tools, boulders and other tripping hazards. The employees assisting the operator should always have an escape route planned in the event of an accident or flying debris. This also applies to the operator as well. He/she should have an escape route planned in the event of an accident such as a water or gas main rupture. The operator also needs to be very aware of what is going on around him/her at all times. If the operator is fatigued or not paying strict attention to what is going on, an accident is more likely to occur. In this case, the supervisor should be immediately notified, if not on site, and the supervisor should immediately remove the operator from the equipment and allow another qualified operator to continue.

5 DAILY EQUIPMENT CHECKS AND INSPECTIONS

The employees will be responsible to inspect the **assigned** tools and/or equipment scheduled for use at the beginning of each shift. Any cracks, damaged cords or hoses, or other defects noticed on hand and power tools should be immediately reported to his/her supervisor. Likewise any oil, hydraulic or coolant leaks or visible damage to any motorized or hydraulic equipment and/or vehicles should be immediately reported as well. The employee will also be responsible for conducting a walk around inspection of equipment and vehicles at the beginning of, and in some cases, at the middle of or several times during his/her shift.

When the inspection of the hand tools reveals any visible damage which could present a safety hazard or concern, and after notification and approval of your supervisor, the tool should be immediately and properly disposed of and/or replaced. Per your supervisor's instructions, disable and/or dispose of the damaged tool to insure that no other employee will attempt to use the tool as well. Proper care and use of the hand tools and equipment, prior to and after each use, will insure a much longer service life of the tool and/or equipment. This means proper cleaning of hand tools with approved solvents or other cleaners to prevent damage from rust and corrosion. Power tools should be thoroughly cleaned, blown out with air if applicable, and kept in their proper storage cases when not in use.

The employee shall perform a daily walk around inspection of the equipment and/or vehicles scheduled for use that day. The walk around inspection allows the employee to visually check that all lights and warning devices are intact and are operating properly. The employee shall then check for any oil, grease, hydraulic or coolant leaks. The employee shall check the engine oil and coolant levels, battery and visible belt condition, for any readily apparent signs

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of problems under the hood. The employee shall then start the vehicle and/or equipment and shall check all running and emergency lights, turn signals and brake lights and the back up alarm if so equipped. On the trenching equipment, if so specified in the owner's manual, the employee shall lubricate all necessary moving parts with the appropriately specified lubricants. Some equipment which operates in severe conditions such as flying dust and mud, may require more frequent inspections, adjustments, lubrication and service. The employee should review the equipment owner's manuals for further information in regards to frequency of maintenance required.

When the employee has completed his/her inspection of the tools, equipment or vehicles, any damage or non-functional devices shall be noted and reported to the supervisor. If the employee has the ability to repair minor problems such as burned out driving or warning lights, and spare parts are readily available, the employee may perform the repairs if approved by the supervisor. If the damage or equipment failures are deemed to be an operational hazard, the equipment shall be "red tagged" by the supervisor and assigned to the maintenance shop for immediate repairs. A "red tagged" piece of equipment shall not be operated until all known defects or damage are adequately repaired by personnel properly trained and certified to perform these repairs.

6 JOBSITE LAYOUT

At the beginning of the daily work shift, or at the beginning of a new project during the shift, if the project will not entail a full shift, the supervisor, if available, and all involved employees should quickly meet and lay out the job site. The supervisor should assist the employees in choosing the most logical layout to insure maximum productivity and provide adequate safety for the employees and the general public.

If the job site is to be in traffic lanes or in the right-of-way, all traffic control concerns shall be observed in regards to warnings and channelization of traffic or detours as the situation may require (please see Section 7, Traffic Control and Safety). If the project is expected to take more than one work shift to complete, a traffic plan shall be created by the appropriate personnel. If necessary to ensure that work sign and traffic cone placement is duplicated throughout the project, the traffic plan shall be in writing and a copy must be onsite at all times. The jobsite shall be laid out to provide maximum protection for the employees and to facilitate as smooth a traffic flow around the work site as possible. The work zone should be kept clear of any obstacles and hazards which could jeopardize employee and public safety.

If traffic will not be impeded by the project, then the site should be laid out so as to most efficiently utilize the available space for the employees and any necessary equipment and vehicles. The work site should provide adequate space for the employees to work without conflict and be kept free of tripping hazards as well as any other safety issues. All necessary tools, equipment and parts and materials should be laid out prior to starting the project to insure that all necessary items are at hand. When finished using any necessary tools, the tools shall be cleaned and put away so as to not clutter the work site. The supervisor or the employee in charge of the project should keep an inventory of the parts and materials used, as well as employee and equipment time for work order completion.

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7 **TRAFFIC CONTROL AND SAFETY**

During routine maintenance and small projects that will only require a few hours to complete on the less traveled streets, the employees may utilize an adequate number of cones to designate a safe working zone unless regular traffic patterns will be effectively impeded. In this event, or on the major arterials with heavy traffic, the employees should follow work sign and traffic control device placement details in the MUTCD manual. Each work truck should have a small copy of this manual on board so that the employee may refer to a manual if the employee does not have adequate prior training in traffic control. If the employee cannot determine the proper traffic control technique, the employee shall contact his/her supervisor for proper instructions or assistance.

If a major project is planned that will take more than a day to complete and which creates a traffic hazard, it may be necessary for the supervisor to draw up a Traffic Plan that all of the employees on the project will be able to follow. The Traffic Plan should reflect the correct sign placement, transition (beginning) and termination taper lengths, work area and buffer zones per the MUTCD manual. The MUTCD manual has sample traffic plans to assist the Supervisor in correctly determining the proper set up. If the traffic revisions are to be left in place overnight, this must be specified in the Traffic Plan and all components shall meet the requirements for night time visibility and have the required reflective ranges or adequate illumination.

Traffic cones shall be placed so that the employee has the most protection while setting up the traffic lanes and taking them down. If both directions of traffic are to be diverted, the farthest lane shall be set up first and taken down last. Make sure to have all warning signs in place before setting up the traffic lanes to alert the oncoming drivers to the danger ahead prior to lane diversion. If it is determined that flaggers will be necessary for diversion, make sure to set up their stations prior to setting up the traffic lane diversion to limit the amount of traffic the employee will have to deal with. The employee shall place the traffic cones, candles, or panels so that he/she is on the work side of the devices to protect him/her from passing traffic as much as possible. The devices should usually be picked up in the opposite direction as they were placed so as to provide the maximum amount of protection. There may be times on the heavily traveled arterials to use a blocking emergency vehicle to further protect the employee while placing the traffic control devices. The blocking vehicle shall have all necessary strobes and flashers as well as proper signage warning the approaching traffic. It is also a good practice to place a piece of equipment in the buffer zone ahead of the work area to protect the employees in the event a driver loses control and breaks through the traffic revisions.

All signs, cones, paddles, candles, barricades and other pertinent traffic control equipment shall be kept clean and in good working order at all times. It will be the responsibility of the employee to inspect the devices prior to use and to clean and inspect the devices at the end of the project. If cones and reflective signs have lost more than approximately 33% of their reflective ability, this shall be immediately reported to the supervisor who should have them replaced to ensure the equipment meets the adequate visual acuity range of the average driver.

8 **TRENCHING AND SHORING**

When planning an excavation project for any type of underground utility maintenance or emergency repairs, the supervisor and/or designated employee shall always call for a utility locate, or “one-call”, as required by the One-call system. Remember that locates are valid for only ten days. The utility locate should reflect the general location and specific address of the project, type of work to be performed, location in the right-of-way, who should be notified, and whether the area is identified with marking paint. When all utilities have been marked or confirmed as none present, the work may be scheduled to commence or in the case of an emergency the work may commence immediately.

The job site should be laid out so as to provide the greatest amount of protection for the employees as well as the general public. Equipment should be placed in the buffer zone of the traffic delineation area or toward oncoming traffic if at all possible when traffic will not be impeded. Make sure to provide ample space for the employees to access and egress the area.

When an excavation is greater than 4' deep or when large amounts of water are involved at depths greater than 2' for water main or service installation or repairs, it will be the Supervisor's and/or the designated employee's responsibility to determine the stability of the soil in the trench. Soils, other than solid or stable rock, are generally classified as Types A, B, and C with Type A being the most stable such as hardpan and similar clay soils with a high cohesive strength rating in optimal conditions. Type B soils have a medium cohesive strength rating and are relatively stable in optimal conditions. An example of Type B soil would be some of the less cohesive clays and black loam and top soil. Type C soils such as sand and gravel have the least cohesive strength and are prone to sloughing and frequent cave-ins. Soil classifications will be explained in more detail in the following section to assist the employee in quickly identifying the potential hazards. However, when water is introduced into the equation, with the exception of solid rock, all soils will move to the next classification, and in the worst situation, with water spraying or filling the excavation on a regular basis, the soils shall automatically become Type C soils which require the greatest amount of sloping or shoring to ensure employee protection.

Once the soil conditions have been adequately determined, the supervisor and/or employee in charge shall determine whether there will be sufficient space to properly slope the excavation for maximum safety or whether some method of shoring shall be required. For proper sloping, the expected depth of the trench should be used to calculate the slope ($3/4 - 1$ for Type A soils, $1 - 1$ for Type B soils, and $1 \frac{1}{2} - 1$ for Type C soils). In situations where water is present, the Type C slope may need to be even greater. This will undoubtedly present problems while working in streets where traffic is involved due to the lack of adequate space, and traffic vibration is present. Therefore, the majority of the work will require some method of shoring whether it is a trench box, shields and hydraulic spreaders.

All approved shoring shall have a registered professional engineer's stamp present on the shoring product. All pertinent panels, boxes, fasteners, and related shoring equipment shall be regularly inspected prior to and after each use to ensure no damage has occurred. If any component has been damaged, it can only be repaired if another registered professional

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engineer is willing to stamp the equipment as certified safe for use. Otherwise the component shall be replaced with approved replacement parts. All components shall be kept clean and stored in a relatively dry and corrosion free environment when not in use

The shoring equipment for any project requiring such shall be placed in the excavation prior to any employee entering the excavation once it is greater than 4' deep or if the soil appears unstable at any depth greater than 2' deep. If the space at the bottom of the trench is greater in width than the shoring provided and there is a possibility that the shoring may shift if a cave-in were to occur, the bottom of the shoring may require backfilling to prevent an employee from being trapped by any possible shift. Unless there is adequate sloping at one end of the shoring for an employee to egress easily, the employee must enter and egress the shoring from the top. Once all work has been completed, all employees must exit the trench prior to shoring removal. Once the excavation is less than 4' deep and stable, the shoring will no longer be required and can be cleaned and stored for future use. (Please see appendix 1 for approved sloping methods.)

9 BASIC SOILS IDENTIFICATION

Basic soils identification is essential to proper determination of adequate sloping or shoring requirements. The supervisor and employees who may need to determine the required type of trench protection must have a working knowledge of basic field tests. Soils are generally classified with a cohesive index, which basically describes the ability of the soil particles to bind together forming a relatively solid and stable mass, and a compressive strength rating, which indicates the ability of the soils to withstand vertical and horizontal loading. The following information will provide a very basic method for quick and fairly reliable analyses of existing soil conditions. However other conditions must also be taken into consideration when performing the field analysis such as the presence of ground water, storm water runoff, proximity of traffic loading and vibration, and type of work to be performed. Any or all of these conditions may or will unexpectedly alter the soil characteristics if not included in the initial analysis.

The first classification of soil is solid or stable rock. A vertical trench may be appropriate in this condition, provided the employee is able to excavate through it without the potential of substantially weakening the adjacent material structure. Generally speaking, unless loose cobbles, small boulders, or loose shale are present, shoring will not be required for work in this material.

The second soil classification is Type A. Type A soils have a strong cohesive index which means the soil particles will bind together tightly forming a compact and dense material which will resist crumbling, raveling or shearing. This type of soil classification will have a compressive strength of 1.5 tons per square foot (tsf). This type of soil will support a great deal of surface loading without failure so long as the existing moisture conditions are maintained and the maximum calculated load is not exceeded. Examples of Type A soils are: clay, silty clay, sandy clay, and clay loam. Cemented soils such as caliche and hardpan are

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also considered type A. However, no soil may be classified Type A if the following conditions are present:

- a) The soil is fissured
- b) The soil is subject to vibration from heavy traffic or similar effects
- c) The soil has been previously disturbed
- d) The soil is part of a sloped or layered system extending downward into the trench
- e) The material is subject to other factors that would require it to be classified as a less stable material

The third soil classification is Type B soil. Type B soil has a much lower cohesive index which means that while it may tend to relatively bind together when compacted, it will not resist crumbling, raveling or shearing. The compressive strength of Type B soil is generally between .5 tsf and 1.5 tsf. This means that the soil will only support about half of the surface loading of Type A soil and is more prone to sloughing and cave-in. Examples of Type B soils are packed angular gravels, silt, silty loam, and previously disturbed Type A soils, unless otherwise classified as Type C.

The fourth soil classification is Type C. Type C soil has basically little to no cohesive strength and a compressive strength of less than .5 tsf. Type C soils will generally not support surface loading adjacent to the trench and are frequently conducive to cave-in. Examples of Type C soils are unconfined gravels, pea gravel, river rock, sand, and sandy loam. Also any other soil classification submerged in water or from which water is freely seeping shall automatically be considered Type C soil.

The supervisor and/or the employees may conduct several manual field tests to help determine the proper soil classification. The first manual test is the visual test as follows:

1. Observe the samples of the soil excavated and soil in the sides of the excavation. Estimate the range of the particles and the relative amounts of the particle sizes. Soil that is primarily composed of fine grained material is cohesive material. Soil composed of primarily coarse grained sand or gravel is granular material.
2. Observe soil as it is excavated. Soil that remains in clumps when excavated is cohesive. Soil that breaks up easily and does not stay in clumps is granular.
3. Observe the side of the opened excavation and the surface area adjacent to the excavation. Crack-like openings such as tension cracks could indicate fissured material. If chunks of soil spall or slough off of a vertical side, the soil could be fissured. Small cracks and frequent sloughing may be evidence of moving ground and are indications of potentially hazardous situations.

4. Observe the area adjacent to the excavation and the excavation itself for evidence of existing utilities and other underground structures, and to identify previously disturbed soil.
5. Observe the opened side of the excavation to identify layered systems. Examine layered systems to identify if the layers slope toward the excavation. Estimate the degree of slope of the layers.
6. Observe the area adjacent to the excavation and the sides of the opened excavation for evidence of surface water, water seeping from the sides of the excavation, or the location of the level of the water table.
7. Observe the area adjacent to the excavation and the area within the excavation for sources of vibration that may affect the stability of the excavation face.

The second manual test for basic soils classification is the plasticity and pat test. This test indicates the moisture content of the soil as well as the cohesive strength of the material. This test is performed as follows:

1. Mold a moist or wet sample of the soil from the excavation into a ball and attempt to roll it into threads as thin as 1/8" in diameter. Cohesive soil can be successfully rolled into threads without crumbling. If at least a 2" length of 1/8" thread can be held on one end without tearing, the soil is cohesive.
2. Spread a 1/8" to 1/4" thick sample of the wet soil on the palm of your hand. Wipe the surface of the sample with a finger to remove any visible water. With the palm still facing up, slap the back of the hand moderately 5 to 10 times. If water rises to the surface of the sample (surface will appear shiny), then the soil is mostly cohesionless silt or sand. If no water appears, then the soil is mostly cohesive clay.

The third manual test to be performed is the dry strength test as follows:

1. Observe the excavated material. Fissured clay, when dry, falls into clumps which tend to break up into smaller clumps on its own or with some force. The smaller clumps, if the soil is relatively cohesive, break up with increasing difficulty.
2. Unfissured soil, when dry, can be broken into large clumps which do not tend to break into smaller clumps with pressure. The soil can only be broken with great difficulty. There are also no signs of fissuring on the trench wall or around the area adjacent to the trench. This type of soil is highly cohesive and has a high compressive strength.
3. Granular soil, when dry, crumbles on its own or with very little force into individual grains or fine soil.

A fourth manual test is the thumb penetration test. This procedure is relatively simple and provides the employee with a very good indication of the soil cohesiveness and compressive strength. This test is performed as follows:

1. This test should be conducted on an undisturbed soil sample (such as the trench face or a large clump of excavated soil) as soon as is practical after excavating to reduce the chance of air drying the sample. Extend and press the point of the thumb directly into the square face of the trench wall or soil sample. If it takes considerable force to penetrate the soil, this is usually type A soil, especially if the thumb cannot easily penetrate to the end of the nail.
2. If the thumb can penetrate the soil past the end of the nail to the first knuckle with moderate pressure, this is usually Type B soil.
3. If the thumb can easily penetrate the soil several inches or more, than obviously this is Type C soil.

There are various other methods of soils testing such as utilizing a pocket penetrometer or a hand operated shearvane, but perhaps the most helpful is the employee's own knowledge of the area and practical experience. When excavating in an area, make notes on the soil conditions and add them to vehicle map books for future reference. This will obviously save a great deal of time and allow the employees to have the proper equipment on site. (See appendix 2 for soil types and grading)

10 **CONFINED SPACE ENTRY**

A confined space is generally described as any work area that is enclosed or confining which may contain or be subject to contamination by toxic or flammable gasses, or have an atmosphere that is deficient of breathable oxygen. While confined spaces are generally construed to mean underground vaults, tanks or manholes, even an excavation trench can become a confined space should a problem arise with ventilation or should a toxic and/or flammable gas seep through the ground into the trench. The following two paragraphs were taken directly from an OSHA training seminar for confined space hazards. The numbers are only what is generally reported during industrial accidents and may actually tend to be on the conservative side as minor accidents are often not properly reported. However there are statistical data to confirm the conjectures made.

According to the National Institute of Occupational Safety & Health (NIOSH), estimates are that millions of workers each year have the potential to be exposed to the hazards of confined spaces. Although procedures for safe confined space entry were established many years ago, the passage of 29 CFR 1910.146, Permit-Required Confined Space for General Industry, will provide workers across the country with training necessary to work in confined spaces safely. Workers will be able to identify and eliminate the hazards, and provide for rescue, if things go wrong.

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Sixty percent (60%) of all confined space deaths were the would-be-rescuers, and in a survey of fatal accidents from December of 1983 through December of 1989, thirty five percent (35%) of the workers killed in confined spaces were supervisors. It becomes apparent that all workers must understand the hazards of confined spaces and join together in their efforts to establish a safe working environment. Your facility's confined space team will provide the cooperative effort necessary to ensure that all employees have a safe and healthy work place.

With this said, every employee must be thoroughly aware of the potential hazards of confined space entry and the proper procedures to be followed. As pointed out, over half of the victims were rescuers! Think personal safety first and have the proper equipment to prevent an accident. If the proper equipment is not immediately available and a hazard is suspected, **DO NOT ENTER THE CONFINED SPACE!** If an accident does occur, contact emergency services immediately, request the Emergency Rescue Team, and wait for help. **DO NOT ATTEMPT A RESCUE ALONE OR WITHOUT THE PROPER EQUIPMENT!**

While this type of work may tend to be a very rare occurrence for Water Department personnel, all Water Department employees shall be required to read, understand and follow the attached confined space entry procedures as set forth in this manual. This policy will detail the employee's responsibilities as they participate in this type of work and the City's obligation for proper training. Training shall be provided prior to any employee being required to enter a confined space. When a confined space entry is required, a supervisor or a qualified employee in charge, shall complete the confined space entry permit(s) and insure that all equipment required is onsite and in good operable condition. The supervisor or employee in charge shall insure that adequate communications with the employee entering the space and also to emergency services is available. The following procedures have been accepted and approved by OSHA as standard procedures for confined space entry. These procedures shall be followed by all employees entering a recognized confined space.

SECTION 1. Objective

The objective of the following confined space entry procedures is to establish minimum standards that shall be mandatory for the adequate protection of all City employees and other persons who may be required to enter dangerous confined spaces as defined below;

- A. Any enclosed and/or confining space which may contain or be subject to the entry of toxic gases, flammable gases and or have the atmosphere rendered deficient in breathable oxygen.
- B. Any work area that has limited room for movement and/or ready access or egress by workers in particular, any confining work area or space that will require special equipment and preparations for the safe and injury - free recovery of a worker that becomes disabled.
- C. Dangerous confined spaces shall include, but not be limited to: sewer and storm drain pipes, manholes, wet wells, pump stations, vaults, tanks, excavation ditches and similar types of structures.

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SECTION 2. Authority

This procedure shall become effective immediately per The City of Coeur d'Alene Water Department formal adoption. (Please see appendix 3)

SECTION 3. Responsibility

All City of Coeur d'Alene Water Department employees shall be responsible for compliance with these procedures. The Water Department Superintendent or his/her designee shall be responsible for enforcement of these procedures.

SECTION 4. Hazardous Condition Definitions

The following definitions are utilized throughout this procedure to describe various conditions and requirements as follows:

- *Confined Space* - Any space having limited means of entry and exit, large enough and shaped in a way which could allow someone to enter and work, and which is not designed for continuous occupancy.
- *Confined Space Entry Permit Required* - Any space which contains, or has a known potential to contain, a hazardous atmosphere, such as toxic or flammable contaminants or an oxygen deficient atmosphere, and any other space which may contain a serious safety or health hazard.
- *Toxic Atmosphere* - Toxic substances in excess of permissible exposure limits.
- *Oxygen Deficient Atmosphere* - Atmosphere that has less than 19.5% oxygen by volume.
- *Flammable Atmosphere* - Atmosphere in excess of 10% of the lower explosive limit (L.E.L.)
- *Toxic Atmosphere exposure limit* – Atmosphere has a toxic gas concentration of greater than 10 - ppm. (parts per million)
- *Threshold Limit Values* - Maximum oxygen deficient, flammable, and toxic atmospheres.
- *Mechanical Hazards* - Confined areas containing mechanical parts which may move causing a potential hazard to employees.
- *Electrical Hazard* - Electrical exposures in a confined space which may present a hazard to a worker.
- *Lock-Out / Tag-Out* - A device used to secure any hazards to workers involving mechanical and electrical type work.

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- *Hot Work* - Any work involving source of ignition in a confined space, including welding, torches, space heating, drilling, sanding, etc.
- *Toxic / Flammable Materials in Confined Spaces* - This includes paints, cements, solvents, etc. that may cause a toxic or flammable atmosphere and where:
 - a) Quantities should be limited to the smallest amount needed, with containers designed to minimize evaporation and spillage.
 - b) Atmosphere shall be tested and continuous ventilation shall be provided.
 - c) Source of ignition shall be eliminated.
 - d) Respiratory protection shall be provided.
 - e) Spraying of substances such as paints is not recommended.
- *Worker* - Employee entering the confined space.
- *Observer* - Employee assisting, monitoring, communicating and at the confined space entry while worker is inside.
- *Stand - by person* - Third party employee trained in confined space procedures.
- *Personal Protective Equipment (P.P.E.)* - Protective clothing and equipment.

SECTION 5. Procedures - Pre-Entry

Prior to entry of any employee into any hazardous confined space, testing shall be done with a device that shall sound an audible alarm and have a lighted signal to indicate violation of any threshold limit values.

- A. *Pre-Entry Testing* - A pre-entry test wherein the probe detection device is lowered to the bottom and at different elevations to determine if the atmosphere is:
 - a) *Safe for Entry* - The testing device did not alarm indicating no hazardous atmospheric conditions above the threshold limits.

Or

- b) *Unsafe for Entry* - The testing device had one or more of the alarms activated .
AT THIS TIME NO PERSONS SHALL BE ALLOWED TO ENTER .
 Pre-Testing indicates that the confined space is contaminated. Exceptions shall be only for emergency rescue of a disabled worker using Self Contained Breathing Apparatus and Proper Protective Equipment.

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- B. *Pre-Entry Jobsite Preparation* - The following procedures shall apply to the entry of a worker into any identified confined space wherein pre- testing has shown that the space is safe for entry. The space shall have been previously inspected (without entry) by a competent employee who shall then accomplish the following:
- a) Layout of necessary traffic control and warning equipment when appropriate.
 - b) Directs the preparation before entry by requiring necessary pre-entry work for safe entry.
 - c) Filled out written Confined Space Entry Permit and Hotwork Permit, if applicable.
 - d) Prepared a listing of safety equipment items that will be required for entry into the confined space.
 - e) Have all necessary tools and materials available for the work being done. With a two-person crew, tools and materials must be in reach of the confined space observer.
Maintain constant ventilation while worker is within the confined space.

SECTION 6. Entry Procedures.

NO PERSON SHALL ENTER ANY CONFINED SPACE UNLESS ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET:

- In addition to the fully trained worker that enters the confined space there shall be a fully trained observer who will have first aid and CPR certification.
- The confined space observer shall keep a written log on all activities and monitoring. The written log shall be attached to or part of the confined space entry permit. Both shall be kept in a designated permit entry book which shall be kept at the Water Dept. office when not required at a jobsite.
- The worker shall have the proper protective equipment necessary for confined space work.
- All pre-entry testing and procedures have been followed. (Please see section 5.)
- The worker is properly wearing a rescue harness with life line attached.
- A suitable life line or tripod winch device, if available, attached to the worker's rescue harness in order to permit the observer to recover the worker in the event of difficulties.
- An atmospheric alarm (gas detector) is worn by or accompanies the worker in to the confined space. **THE ALARM SHALL REMAIN WITH THE WORKER AT**
EXHIBIT "3"

ALL TIMES AND SHALL BE WITHIN REACHING DISTANCE AT ALL TIMES.

- A fresh air supply with an installed or portable ventilation system is in operation to supply fresh air to the confined space. Enclosed spaces must be purged for a minimum of 5 minutes or 5 air changes before entry. **BE CAUTIOUS REGARDING PLACEMENT OF VENTILATION EQUIPMENT. KEEP INTAKE AWAY FROM VEHICLE EXHAUSTS.**
- Necessary traffic control equipment and required flag persons are in place.
- Lock-Out / Tag-Out all mechanical and electrical devices in confined space when possible.
- Plans for emergency assistance (ambulance, fire, police, etc.) have been made and understood by everyone at the job site.
- Communication devices are checked and in good working condition.

SECTION 7. Confined Space Observer / Worker Responsibilities

The following conditions and procedures shall be observed by all employees involved in the applicable confined space entry project. While the worker is in the confined space it shall be the strict responsibility of the observer to enforce the following:

- A. There shall be no smoking or open flames permitted within 50 feet of the confined space or any access points to the confined space while it is occupied by a worker. No matches, lighters or anything capable of producing a spark will be allowed in a confined space. The only exception is in the event of “hot work” which will be accompanied by a permit and proper planning procedures.
- B. No person except the confined space observer shall be permitted to enter within 10 feet of the confined space access, except at the direction of and in strict conformance with the instructions of the confined space observer.
- C. The confined space observer shall be in voice, radio or visual contact with the worker at all times. **THE OBSERVER SHALL NEVER LEAVE THE CONFINED SPACE ENTRY / EGRESS WHILE THE WORKER IS INSIDE.**
- D. There shall be no other conversation with the confined space observer by other employees or pedestrians except as absolutely necessary, and this shall be kept as brief as possible while workers are inside the confined space.
- E. All tools, materials and other items passed to or received from the worker inside of the confined space shall use lanyards tied to the items or contained with buckets having suitable lanyards attached to the bail.

EXHIBIT “3”

- F. Monitoring shall be continuous during occupancy in the confined space. In the event of any atmospheric alarms or any unsuspected hazards, the worker shall exit the confined space immediately. Re-entry shall not be permitted until such time that the conditions are determined to be safe.

SECTION 8. Stand-by Person

When a third fully trained employee is present at the confined space site, that person shall be designated as the "Stand-by person." The stand-by person shall accomplish the following tasks and comply with the following rules:

- A. While a worker is inside a confined space, the stand-by person shall never be out of hailing distance of the confined space observer.
- B. If ordered by the confined space observer, the stand-by person shall make an immediate reply to provide assistance.
- C. The stand-by person shall maintain surveillance and be alert to the conditions around the confined space area and shall enforce the following rules:
 - a) Prevent other employees or onlookers from approaching the confined space work area or interfering with the observer.
 - b) Enforce the no smoking and open flame rule.
 - c) Immediately advise the confined space observer of any circumstances affecting the safety of the confined space work area and its personnel.
 - d) Handle questions of any onlookers.

SECTION 9. Written records.

It shall be the responsibility of the confined space observer to maintain written records of each task of the worker in a confined space. These records shall include, but not be limited to:

- Date.
- Location and type of confined space entered.
- Purpose of entry.
- Time and results of pre-opening atmospheric testing.
- Time and results of pre-entry atmospheric testing.
- Names and assignments of confined space entry work force.

- Times of entry of worker into confined space.
- Times of exit of worker out of confined space.
- Description of any injuries, emergencies or other notable circumstances with comments of actions that were taken and the results.
- Note: Enter any additional information on reverse side of Entry Permit.
- Unless required at the jobsite, these records shall be kept at the Water Dept. Office.

SECTION 10. Contaminated Confined Space Procedure

The following procedures shall apply not only in the event that pre-testing shows that the confined space is unsafe for entry or suspected that a confined space is contaminated, it will also apply if a confined space becomes unsafe while a worker is occupying a confined space.

NO EMPLOYEE SHALL ENTER OR CONTINUE TO WORK IN AN UNSAFE CONFINED SPACE AREA.

- A. Should a confined space become contaminated, **the worker shall evacuate the space immediately.**
- B. All personnel must evacuate the immediate area (minimum of 50 feet).
- C. One employee shall be designated to use the appropriate self contained breathing apparatus to establish a safe perimeter around the confined space with the aid of a gas detector.
- D. If the work is to continue, purge the confined space and record the time until it reaches a safe level. Monitor with gas detector while purging.
- E. Stop purging and monitor the confined space to see how quickly the space becomes re-contaminated. **DO NOT ENTER THE CONFINED SPACE DURING THIS TIME.**
- F. If monitoring of the confined space indicates a safe exit time, continue to purge the confined space before the worker re-enters.
- G. Before re-entry of a contaminated confined space, the worker must be wearing the following items:
 - a) Appropriate personal protective equipment.
 - b) Self contained breathing apparatus.
 - c) Safety harness attached to safety line or tripod.

- d) Gas detector.
 - e) Appropriate communication device.
- H. While the worker is inside the confined space, the confined space observer shall maintain communications at regular intervals.
- I. Post the confined space area as contaminated. If there is a possible threat to public safety seek assistance from police, fire department, etc.

SECTION 11. Certified First Aid and CPR

Before beginning any confined space work, there must be present, other than the worker, a person who is certified and holds a current certification in First Aid training and in administering CPR.

SECTION 12. Required Safety Equipment.

The following items must be present at any job site before a worker enters a confined space:

- ✓ Gas Detector.
- ✓ Rescue harness and all attachments necessary for life line.(Life line must have minimum 2000 pound test)
- ✓ Two explosion- proof flashlights each with a set of fresh batteries.
- ✓ Proper set-up of ventilation blower and hose for purging.
- ✓ Fully equipped first aid kit.
- ✓ Eyewash unit filled with fresh water.
- ✓ Fresh water supply with soap and hand towels.
- ✓ Suitable lanyards and buckets for supplying tools and other equipment to worker.
- ✓ Adequate traffic control devices, including extra personnel if necessary.
- ✓ Explosion-proof electrical tools, if needed.
- ✓ Proper lock/out tag/out devices if needed.
- ✓ Any additional supplies that are needed to complete work.

SECTION 13 Work force training.

It shall be the responsibility of the Water Department Superintendent or his/her appointee to oversee the training and individual competence of all employees involved with confined space work. This training shall include complete instruction in all of the subjects listed below, but not limited to other subjects that may occur. The employee shall be considered fully trained upon completion of the following:

- A. Instructions in the hazards that can be encountered in a confined space.
- B. Instructions and training in the methods of assuring maximum workman protection from these hazards.
- C. Instruction and training in the purpose, functional applications and operation of safety equipment.
- D. Instruction and training in standard and emergency procedures of confined space entry.
- E. Instruction and training in proper confined space entry procedures for maximum health protection.
- F. Annual training and evaluation for all employees involved with confined space work.
- G. Annual training on S.C.B.A. (self contained breathing apparatus).

SECTION 14 Safety Equipment: Care, Inspection and Testing.

It shall be the responsibility of the Water Department Superintendent, or his/her appointee to be responsible for the location and condition of all safety equipment for confined space entry work. This shall include but not be limited to the following:

- A. Inspection of snaps, buckles, hardware straps, seams and stitching of parachute safety harness, lanyards, ropes, strap ladders, rope ladders, and tripod/winch units.
- B. Inspecting, testing and general maintenance of ventilation blower unit, including alternative power sources and attachments.
- C. Inspecting, testing and general servicing of gas detection unit, to include calibration, replacement of sensors, and battery recharging.
- D. Inventory and inspection of first aid kits to include restocking of missing and out dated items.
- E. Inspection, testing and maintenance of eyewash unit to include water replacement or refill when necessary.

- F. Inspection, inventory and maintenance of all traffic control devices to include repair or replacement of damaged items and recharging of batteries.
- G. Inspection of any additional safety items that may be used in confined space work.

SECTION 15 Rescue procedure for Manholes, Lift Stations, etc.

NEVER ATTEMPT A CONFINED SPACE "ENTRY" RESCUE ON YOUR OWN.

At least one other trained person must be present. The rescuer must be wearing the proper protective equipment suitable for the rescue, (harness, lifeline, S.C.B.A., etc). The procedures shall be carried out as follows:

- A. Upon the first sign of trouble or an alarm sounds indicating a hazardous atmosphere, the confined space observer shall immediately assist the worker's egress from the confined space, knowing that the worker is in need of help. If the worker is physically unable to exit the confined space, then the confined space observer shall hoist the worker out and away from any present hazards **and shall immediately call 911 to request emergency services.**
- B. Immediately after the worker is rescued and away from present dangers, **and after emergency services have been contacted,** initiate first aid or CPR immediately, if necessary.
- C. If available, have another crew member call for emergency assistance while extracting the injured worker. In the event that no one else is present to assist, remove the worker from immediate danger, **call for assistance,** and begin first aid or CPR.
- D. If immediate help is needed, ask another crew member if present, pedestrians and/or motorists for assistance, if absolutely required.
- E. Make sure that the person requesting emergency services knows the proper location of the incident and if possible meet the emergency vehicle to direct them to the incident.

SECTION 16. Compliance.

In as much as these safety requirements are deemed to be in compliance with existing laws, OSHA regulations, and City of Coeur d'Alene policies, it is mandatory that all employees fully comply with this procedure.

11 **CONFINED SPACE ENTRY PERMITS**

When performing a confined space entry, a confined space entry permit shall be utilized as a record of the resultant conditions, tests, a list of employees involved including who was in charge, what procedures were followed, and the time, date, and type of work performed. Each employee shall be familiar with the completion of the permit information. (Please see appendix 4)

The term "permit-required confined space" refers to those spaces that meet the definition of a "confined space" and may pose health or safety hazards, thereby requiring a permit for entry.

A confined space:

- Has limited or restricted means of entry or exit
- Is large enough for an employee to enter and perform assigned work, and
- Is not designed for continuous occupancy by the employee.

These spaces may include, but are not limited to: underground vaults, tanks, storage bins, pits and diked areas, vessels, sewers, and silos. Confined spaces that Water Department personnel may encounter on a routine basis may include but are not limited to the following:

- Water meter vaults
- Underground booster station
- Water reservoir
- Pump discharge troughs
- Water main or service excavations
- Chlorine rooms at wells

A permit-required confined space is one that meets the definition of a confined space and has one or more of the following characteristics:

- A. Contains or has the potential to contain a hazardous atmosphere,
- B. Contains a material that has the potential for engulfing the entrant,
- C. Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section, and/or
- D. Contains any other recognized serious safety or health hazards.

When any or all of the previous conditions exist, the employees shall utilize a confined space entry permit and shall follow all of the confined space entry procedures as required.

12 *HOT WORK*

The term “hot work”, for the purpose of this manual, pertains to any electrical, welding, grinding or sanding operations performed in a designated confined space which may produce an ignition source. While this may be a rare occurrence for Water Department employees, there may be times when a quick structural repair is required in a steel reservoir, or structural and/or electrical repairs in a below ground booster station. Whenever this type of work is to be performed, all requirements of confined space entry must be observed including all applicable permits, atmospheric testing, ventilation, lock-out/tag-out, and any blocking or flanging. The type of hot work to be performed shall be listed on the confined space entry permit and shall list the employees involved in the work. Adequate ventilation and atmospheric sampling shall be performed while any hot work is being done and all results shall be recorded on the permit. Times will be recorded as to when the work began and when it was completed and which employees participated. (Please see appendix 4)

13 *CHEMICAL HAZARDS*

Chemical hazards are virtually present around the employees daily. From the inherent danger presented by underground gas mains during excavation work to simple chemical lubricants, cleaners and solvents carried on the maintenance vehicles, the employees must be thoroughly aware of any hazards that they may encounter. Any employee who may come in contact with or utilize a chemical product which could pose a potential health risk shall be trained in the proper use and storage of these chemicals and shall be responsible to read the warning and use labels prior to use. All chemicals utilized by the Water Department shall be properly stored in a cool, dry and secure location away from ignition sources and high heat but must be kept from freezing as well. All safety equipment including respirators, eye protection, protective clothing and gloves and any other personal protective equipment that may be required for the safe and proper use of a chemical shall be made readily available to the employee.

14 *CHLORINE SAFETY*

Chlorine gas is a significant safety concern for all employees who may have the occasion to come into contact with it. Chlorine gas was originally used as a nerve toxin during World War I as its deleterious effects can be devastating and relatively long lasting dependant upon duration and concentration of exposure. Chlorine, in its free gaseous state, is a greenish yellow, non-flammable gas and is about 2 ½ times heavier than air. Chlorine gas is an extreme oxidizer. In its liquid state, chlorine is a clear amber colored liquid with the characteristically pungent chlorine (bleach) odor dependent on the concentration of the mixture.

The water industry accounts for about 6% of the total worldwide use of chlorine formulations with the majority going to major industrial processes such as paper mills, flour mills, food processing, PVC pipe manufacturing and other large industrial processes. To date, chlorine is still the most effective and least expensive alternative for water and wastewater disinfection, although it can be the most dangerous if not properly handled. Even with the advances in ultraviolet and ozone disinfection, chlorine, in some form, is still required to preserve a disinfectant residual in the water system.

All employees who will need to deal with the chlorine gas must be familiar with the required safety procedures prior to contact. This section will deal with basic safety procedures and there will be an attachment with specific details in appendix 4 for further reference. Each employee will be responsible to make themselves thoroughly familiar with this extremely important information in the event they may be called upon for assistance.

When chlorine gas comes into contact with moisture in human tissues it creates hyper-chlorous acid which immediately burns the linings of the lungs, nasal passages and the victim's eyes upon contact. Blindness and death can easily occur in 3 to 5 minutes of continuous exposure in a high concentration (50 ppm or greater). Usually the victim is incapacitated in less than a minute of the same exposure. Even exposure of only 15 to 30 seconds can leave tissue scarring, a permanent loss of smell and other long term health problems. Chlorine leaks can either be in gas or liquid form. If encountered in the liquid form, the employee must be aware of the volatility of liquid chlorine in that one part of liquid immediately becomes 450 parts of gas when it comes into contact with air. So it is essential that when dealing with a leak, the cylinder be positioned so as to release gas only and not liquid.

When encountering a chlorine leak, employee safety shall be the paramount concern. No employee shall enter an area where there are any suspected concentrations of chlorine gas without adequate protection. Each well site shall contain two **escape respirators** within immediate reach of employees working on chlorine cylinders and related equipment. These respirators are for escape **only**. They are **not** rated for long term exposure nor do they readily protect the facial area. **The employee(s) shall put on this equipment and immediately leave the contaminated area.** The well maintenance truck, (#770) carries two self contained breathing apparatus and a Class A Cylinder Repair Kit for personnel trained to use them. These units shall be routinely maintained and in good working order at all times. **However, the Fire Department shall be immediately notified and shall be on scene prior to any employee re-entering the contaminated area.** It is highly advisable that one employee, accompanied by a firefighter(s), enter the contaminated area to perform repairs at a time so that the other trained employee can back them up in the event that the work will take longer than the respirators can provide air for. Fire Department personnel should be adequately trained on the Class A repair kit for assistance.

The following basic procedures shall be followed in the event of any suspected chlorine leak. (Please refer to Appendix 5 for more specific safety related concerns and procedures.)

1. If a red revolving chlorine warning light is on at any of the well sites, automatically assume that there is a potential leak. The light may have been activated by a temporary power outage but there is no way to tell without entry and this shall not be allowed without emergency services and equipment present. Immediately call for emergency response as well as the pump operators if available for assistance. **Do not attempt entry until adequate assistance and the proper safety equipment is on site.**
2. If a leak occurs while removing, installing or repairing a cylinder or related chlorination equipment, immediately put on the escape respirator and leave the area. Proceed uphill and/or upwind of the contaminated area and then call for emergency services and additional backup. **Think of employee safety FIRST when confronted with a gas leak. Do not stay to try and shut off a valve, pinch a line or shut off power.** This can be accomplished safely with proper equipment and backup with little more damage being done. When emergency services arrive, advise them of the situation and allow them to determine any necessary actions to protect the public prior to re-entry of the area.
3. There are two self contained breathing apparatus and a class A repair kit on the well maintenance truck, (#770) for use during a leak. Make sure that all equipment is in good working condition and that the tanks are full prior to entry of the contaminated area. If the employee is not fully trained on the breathing apparatus, and trained employees are not immediately available, Fire Department personnel may help the employee with putting on and use of the equipment. **Never attempt to use the escape respirator to go back in and fix a leak. Even a very small leak can become major in an instant.**
4. When the area has been effectively secured by emergency personnel with adequate assistance on scene, and the employee(s) has/have the proper safety equipment, the employee(s) may enter the contaminated area to assess the situation. Attempt to determine whether the tank can be shut down to effectively contain the leak or if the tank itself is leaking. It will be necessary to utilize a 35% ammonia solution in a squeeze bottle which is provided at each site. Make sure to use only the vapor from the ammonia and do not allow any liquid to come into contact with chlorinator parts or cylinders. A white cloud of smoke will appear when the leak is encountered. If the leak is on the equipment beyond the tank, shut off the tank and allow the chlorine to either gradually dissipate or if possible, utilize the chlorinator to quickly use the chlorine in the lines. If the leak is at the tank and cannot be contained with the shutoff valve, the employees will need to install the repair kit A, which is carried on the maintenance truck, (#770), onto the tank to contain the leak, (refer to repair kit instructions).
5. Once the leak has been contained and the remaining chlorine gas has dissipated, the employees will then need to determine the magnitude of the required repairs. The employee will need to assess whether the leak can be repaired immediately and returned to service or are additional parts required that are not immediately available.

If the repair is fairly simple and can be done immediately, do so and return the unit to service while the emergency personnel are still present. Make sure to retest every connection and component of the chlorinator and cylinder with the ammonia when returned to service to insure there are no further leaks. If the problem was the cylinder itself, and the leak has been contained with the repair kit, determine if it will be relatively safe to use the contents of the cylinder without further risk. If this can be done safely, empty the remaining contents in normal operations. If not, immediately contact the supplier or Hazmat for immediate containment and removal. **If in doubt, err on the side of caution.** If the equipment cannot be quickly repaired and returned to service, shut down the pump if not already done and notify the pump operators of the situation so that they may turn on another pump as necessary. **Never run the pumps without chlorine for an extended period of time.**

6. Once the problem has been isolated, repaired or shut down, notify emergency services so that they may begin their clean up operations and prepare to leave the site. The employees shall clean up the affected area unless the situation warrants some major repair work. If major repairs are warranted, then the clean shall be left for the next regular work shift so long as no further damage may occur. The employees shall record the incident immediately for later review including the time and date of the incident, severity of the leak, employees and emergency services involved, actions taken and whether the equipment is back in service.

If any of the employees present have inhaled any quantities of chlorine gas, they shall be checked out by paramedics prior to being released from the area to determine whether they may require further medical attention. If the paramedics determine that there is cause to request further treatment, the employee(s) shall not refuse such treatment and shall be transported to the nearest urgent or emergency care center available.

15 ELECTRICAL HAZARDS

Electrical hazards may be encountered anywhere in the City, whether from working with electrical components at Water Department structures, or overhead and underground power lines. All employees must be aware of the potential dangers posed by each situation and should be trained by the respective supervisor for what problems they may encounter.

When excavating around underground utilities, employees must exercise extreme caution when exposing the buried power lines. Not all cables will be buried in conduit and a shovel can easily penetrate the cable coatings causing possible electrocution. **If the backhoe should inadvertently cut through a live power cable, immediately shutdown the equipment but DO NOT exit the equipment until told that it is safe by the power utility. Have one of the other employees call for immediate assistance.** If exiting a piece of equipment that may still be in contact with a live power transmission line, **you** could become the ground source and suffer electrocution. The safest place to be is in the operator's seat until the potential danger is neutralized. However, if the equipment were to catch on fire, the operator will only under these conditions to save life and limb, leap from the equipment making sure that they

sufficiently clear all cat walks, steps and release all grab handles before touching the ground and quickly exit the area. The same procedures will apply to overhead power lines should they be knocked down onto the equipment, unless there is high potential for the employee to have direct contact with the cables. If the employee were required to exit the equipment due to fire or possible contact with the exposed cables, the employee must plan an exit route so as not to come into contact with the power lines on the ground.

When an employee is required to work on any electrical equipment at a Water Department structure or facility, the employee shall be trained in and thoroughly familiar with lock-out/tag-out procedures per the description in **Section 16 Lock-Out / Tag-Out Procedures**. If the employee is not familiar with these procedures, they should immediately notify the supervisor and request the proper training prior to performing any type of electrical work. The employee must also be familiar with the theory and practices of electrical components and power transmission before attempting to work on any systems. This type of work will for the most part be limited to a certified electrician. However the electrician must be accompanied by at least one other employee while performing any electrical work so any of the employees may be asked at some time to assist. Any Water Department employee who is on the standby list may also be contacted for a power failure if the pump operators are not available.

An employee who is called out for this purpose should exercise the following procedures:

1. In the event that a facility has malfunctioned and the employee has been contacted either by the SCADA system or by dispatch, the employee will immediately proceed to the facility site. Upon arriving at the scene, the employee will need to do a brief assessment of the situation prior to building entry. Visually check the surrounding area to see if other structures in the area show any sign of power. If the surrounding area does not appear to have power, the employee may contact dispatch and ask to have the appropriate power company contacted and confirm an ETA(estimated time of arrival). If the wait will be several hours or more, the employee should instruct dispatch to re-notify the employee when power is anticipated to return to normal so that the employee may then return to the site and reset the applicable equipment.
2. If the surrounding area appears to have adequate power, visually check the power supply to the structure itself. Be sure not to approach any closer than necessary to see whether there are any hanging fuses at overhead transformer connections. If a fuse has been blown, contact dispatch to notify the proper power supplier and let them know of the situation. Again the employee must determine whether to return later or stand by dependent on the ETA. The employee may also enter the building while waiting for a repair crew and turn the H-O-A (hand-off-auto) switch to “off” so that the pump will not attempt to start when the power is restored. There is most likely an underlying reason for the pump to have blown the fuse at the transformer. If possible, leave the pump off after power is restored and notify the pump operators for further investigation.
3. If there are no visible signs of external power failure, the employee should visually check to see if any exterior warning lights are flashing or listen for an audible fire

alarm to indicate interior hazards or danger. If none of these are present, the employee will need to enter the structure. Before opening the door, check to see if the exterior of the door is hot which will indicate if there is a fire on the interior of the building. If the door is relatively cool to the touch, the employee may open the door slowly while standing to one side of the opening, and not behind the door in case of an immediate explosion which would slam the door open, and visually check the interior of the building. **If there are no signs of fire or smoke, the employee may then enter the building.**

4. The employee will need to visually inspect the pump and power panels to determine where a breaker may be tripped. **If a warning light is visible or a breaker is visibly tripped, do not attempt to reset the fault.** Contact the pump operators as there will be some failure in the system which caused the trip or fault. This will need to be diagnosed by the proper personnel and they will need to see what is tripped to backtrack to the source of the problem. If the pump is not immediately required for service, lock up the building, notify dispatch and leave, if not on regular hours. Contact the pump operators as soon as possible to let them know of the situation. **DO NOT ATTEMPT TO DO THE REPAIRS YOURSELF AND NEVER ATTEMPT REPAIRS ALONE!**
5. If the pump is immediately required to be put back online if possible, the employee will need to contact one of the pump operators for assistance. The employees will need an alternate light source if after dark and will need tools and equipment on site. All lock-out / tag-out procedures shall be followed per Section 16 and appendix 6 of this manual. The employee may assist the pump operator as instructed by the operator to perform repairs on the necessary equipment. **The employee must be trained in electrical rescue procedures prior to assisting the operator or another qualified employee must be contacted to assist.**
6. Before power is restored, the pump operator shall turn all unnecessary equipment, including the pump(s) if applicable, off to prevent a temporary overload. Then main power to the structure may be restored. Once power has stabilized and all alarms are silenced or reset, the operator may attempt to restart the pump and see if any further faults or trips are detected. Once all repairs have been performed and the equipment is functioning normally, the pump operator and employee(s) may lock up and leave the site.

The employee shall make a detailed report of the incident to his/her supervisor which shall be filed for future reference. At no time shall an unqualified employee approach or take a conductive object closer than 1' to an open pump 480 volt power or pump panel (see Table S-5 of appendix 6). Because of the inherent hazards involved with exposed energized electrical components, two qualified employees will be required to troubleshoot or repair electrical apparatus (see attached Dept of Energy Handbook, section 2.13.4.2 of appendix 6).

16 **LOCK-OUT / TAG-OUT PROCEDURES**

Lock-out / Tag-out procedures are described as the physical restraint of all hazardous energy sources that supply power to a piece of equipment, machinery or system. Some examples of hazardous energy sources include electrical, hydraulic, pneumatic, chemical, thermal or mechanical energy. Hazardous energy can also be stored (e.g. capacitors or gravity equipment, machinery or system components that are suspended, blocked or chocked). Lock-Out / Tag-Out also includes applying a warning tag on the physical restraint device. This documents the “Authorized Lock-Out / Tag-Out Personnel” and the date. **Only “authorized employees” may perform Lock-Out / Tag-Out operations that must be done on all equipment, machinery or systems before any “authorized employees” can perform repairs or service.**

Most equipment and machinery built after 1994 has an “energy isolation device”. These devices are usually put into the off position to shut down the hazardous energy source. Physical restraints (Lock-Out devices) can be put onto the energy isolation device and secured with padlocks. Examples of Lock-Out devices include: ball valve and gate valve lock-outs, circuit breaker lock-outs, plug and wall switch lock outs and pneumatic lock outs. The total shutdown and restraint of all hazardous energy sources including the safe release of stored hazardous energy (e.g. capacitors and pressure in a line) must be accounted for.

Lock-Out / Tag-Out procedures do apply to cord and plug electrical equipment if there is another energy source (i.e.-a capacitor that stores electrical energy inside of the equipment) that could harm the employee if it was not identified and/or isolated prior to performing a service or maintenance task. Generally, stored electrical energy sources (i.e.-capacitors) are identified with an “Electrical Shock Hazard Warning Label”. Service and repair activities may include but are not limited to: installing, setting up, adjusting, inspecting, lubricating, cleaning, making adjustments or tool changes.

OSHA regulations make Lock-Out / Tag-Out (LOTO) procedures mandatory. Special requirements include the following:

1. Step by step LOTO procedures must be developed, documented and followed for all equipment, machinery or system shut downs before authorized personnel can perform service or repairs.
2. Authorized personnel can include contractors or staff who are designated and qualified by the department to safely operate equipment, machinery or a system and perform maintenance such as service and repairs. Authorized personnel must be initially trained on LOTO procedures prior to performing shut downs.
3. Personal padlocks, warning tags and lock out devices must be provided by the department and assigned to authorized personnel. Also, personnel affected by LOTO procedures and shut downs when working in controlled spaces (e.g. electrical power to work area is secured during renovation, demolition activities or abatement of hazardous materials) must be provided personal padlocks and warning tags.

All applicable authorized employees shall be sufficiently trained in the following Lock-Out / Tag-Out procedures and shall implement these procedures during routine and/or emergency repairs as follows:

1. The “Authorized Employee” will determine all potential sources of hazardous energy. The authorized employee will develop a specific written procedure for isolating the equipment if one does not already exist for each piece of equipment.
2. The authorized employee will obtain a lock box from the appropriate supervisor. Some lock-out’s might require the use of other lock-out devices (valve covers, chains, breaker covers, etc.). Tags will have the name of the authorized employee performing the work.
3. The authorized employee will go to each energy isolation device in the proper order listed on Lock-Out / Tag-Out procedure and de-energize that device using the locks from the lockbox. After removing each key from the lock, the authorized employee will keep the keys and place them into the lockbox that will prevent them from being lost or misplaced. Keys to all locks will be kept inside the lockbox. The authorized employee will then place his/her lock and tag on the lockbox and lock it with his/her personal key. The authorized employee’s personal key will be kept with him/her. Also, a designated Supervisor may put his/her lock on the lockbox. If an employee left the jobsite and another employee took control of the job, the new authorized employee would then be required to put his/her lock on the lockbox and proceed to follow all of the required Lock-Out / Tag-Out procedures as stated per each device.
4. When all energy isolation devices have been properly de-energized and locked/tagged out, the authorized employee will perform the necessary safe condition check(s) to ensure that all energy has been dissipated and controlled (Example: pushing local start buttons, throwing switches, etc.). The work can now begin.
5. When all work on the system is complete, the authorized employee will make sure that all machines, equipment, systems, and areas are clear of personnel and equipment before energizing.
6. The authorized employees will remove their personal locks from the lockbox and then remove all locks and tags from all energy isolation devices. Upon completion, the authorized employee’s locks will be placed back into the lockbox. The system or equipment will be energized in the proper order noted on the Lock-Out / Tag-Out procedure. The system will then be put back into service as necessary.

There may be occasions when Lock-Out / Tag-Out procedures are not required. The following conditions must all be present to discontinue the requirements:

- The machine or equipment has no potential for stored or residual energy or re-accumulation of stored energy after shut down which could endanger employees.

- The machine or equipment has a single energy source, which can be readily identified and isolated.
- The isolation and locking out of that energy source will completely de-energize and deactivate the machine or equipment.
- The machine or equipment is isolated from that energy source and locked out during servicing or maintenance.
- A single lockout device will achieve a locked-out condition.
- The lockout device is under the exclusive control of the authorized employee performing the servicing or maintenance.
- The servicing or maintenance does not create hazards for other employees.

Lock-Out / Tag-Out documentation shall be kept and filed by the authorized employees after each procedure has been completed and such records shall be available for inspection during regular business hours by duly authorized safety inspectors. (see appendix 7)

17 **ENVIRONMENTAL HAZARDS**

Each employee will face numerous day to day environmental hazards in performance of their regular duties. The main environmental hazards are weather related such as snow, ice, rain, extreme heat and blowing dust. Any of these conditions can result in accidents and injuries if the employees are not trained to identify the unique hazards of each condition. These conditions must also be included when considering traffic control plans and job site layout as each weather related condition will present unique hazards for the employee as well as public safety in terms of reduced visibility and less control capabilities.

Employees, as they perform routine maintenance work on the streets and property, may encounter other forms of environment hazards that may not be expected such as biohazards (medical waste) or illegal drug paraphernalia, portable meth labs, accidental chemical spills, and even bloodborne pathogens. The employee must ensure not to allow themselves to become inadvertently contaminated or infected when they come into contact with these hazards. The employee shall immediately notify his/her supervisor and emergency services for assistance. The employee shall then secure the area so that other employees and by-standers are protected and cannot become contaminated. **DO NOT ATTEMPT TO CLEAN UP THE AREA WITHOUT PROPER ASSISTANCE AND EQUIPMENT!** Allow the proper agencies to deal with the type and degree of hazard and direct the clean up operations. The employee may be asked to assist if trained to do so by the agency in charge.

18 *TRAINING*

The City shall provide all applicable employees with the approved available training for the expected hazards they may be subject to in performance of their specific job duties per the applicable job descriptions. Not all employees are expected to have contact with all of the specific hazards listed in this manual and therefore may not warrant the specific training of such. In addition to the safety training specified in this manual the employees shall also be trained in first aid and CPR techniques, traffic flagging and control, any necessary equipment operation techniques, and other relevant training each employee is required to have for employment. The City is obligated to ensure that a safe and healthy work environment is maintained for each individual employee.

GENERAL SERVICES COMMITTEE

DATE: January 23, 2006
FROM: Susan Weathers, Municipal Services Director/City Clerk
SUBJECT: Donation from NIC

DECISION POINT:

To accept an in-kind donation of \$500 from NIC with the conditions listed for CDATV.

HISTORY:

One of the goals of the CDATV Ad Hoc Committee is the expansion of programming for CDATV Channel 19. The Committee is proposing to begin airing a monthly Mayor's Show that will highlight various activities and people in Coeur d'Alene. One of the issues that was discussed was where to produce this television show. North Idaho College has donated the use of their production studio to the City; however, since the students are paid, they could not donate their time to run the cameras and help with production. In light of this, NIC has set aside \$500 for use by the City to pay the students for their time. They are allowing the City to use the studio at no cost. The following are the conditions for use of the NIC Production Studio:

1. The City's use of NIC facilities must not interfere with NIC – scheduled events/activities (NIC would have sole discretion over scheduling, and NIC projects will always take priority; Instructional Media Services at NIC will be the point-of-contact to schedule programming).
2. The City must utilize NIC staff and students to operate all equipment
3. NIC should be given on-air-credits for any programming recorded at the college, e.g. "The preceding program was recorded at North Idaho College".
4. NIC will provide, through its Marketing budget, a \$500 "in-kind" sponsorship annually, for which we will be credited as a CDA-TV sponsor. Erna Rheinart/College Relations will work with Susan Weathers to determine which CDA-TV programming NIC will be credited as sponsoring. Please note, NIC operates on a July 1 – June 30 fiscal year, but will provide the full \$500 sponsorship for the remainder of the current fiscal year.
5. Because student help is a "hard cost", as is tape/discs and items of that nature, the City would be limited to \$500 in total expenses for NIC services. When the balance is expended – NIC Instructional Media Services is responsible for tracking the balance – the agreement is complete for that year, unless the City was willing to pay NIC for additional services (subject to Item 1 above).

The CDATV Ad Hoc Committee supports this donation.

FINANCIAL ANALYSIS:

The donation would provide \$500 value in studio production time for the Mayor's Show.

PERFORMANCE ANALYSIS:

By utilizing NIC's production studio, CDATV has the ability to produce a monthly Mayor's Show. This show is an avenue for providing the community with information about the City, it's operation, staff as well as city issues.

DECISION POINT/RECOMMENDATION:

Staff recommends acceptance of the in-kind donation from NIC including their conditions for use by the CDATV Committee in the production of City programs.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 23, 2006
FROM: Terry Pickel, Assistant Water Superintendent
SUBJECT: Water Dept. Facility Lock Replacement Project

=====

DECISION POINT: Staff requests that the Council recommend security lock replacement for the Water Department facilities.

DISCUSSION: The City Water Department has numerous facilities which have been identified through Federally mandated risk analyses as potential targets for vandalism or terrorism. The water wells are among the highest risk, as they are potential contamination points to our aquifer. With the installation of the SCADA system we have significantly reduced the level of the risk factor. The reservoirs are another potential target as they are a direct entry source into the water system. The SCADA is not as conducive to monitoring of the tanks as it is more primarily focused with protection and operation of the pump stations. Therefore, we are faced with the weakest link being the locks as the primary point of entry into these facilities.

PROPOSAL: Staff reviewed seven different types of security lock systems ranging in complexity from simple lockset re-keying to fairly complex biometric finger print systems. All of these systems are readily available for immediate use. While re-keying the locksets is the least expensive method for lock replacement, it does not provide any measurable level of security. We would need to have several different keys to restrict authorized entry to different levels. And If a key is lost or stolen, we would have to start all over again. A more sophisticated system is the one made by CyberLock. This system was basically designed under the auspices of the EPA Public Health, Security and Bioterrorism Act for water system security. The system provides for simple monitoring of who enters a facility and when. The devices replace the locking cylinders of the current locksets and cannot be picked. The locks are accessed by an electronic key which are specifically assigned to each employee. The key is preprogrammed with varying levels of security so that the key will only entry to facilities for which it is programmed. If a key were lost or stolen, it would take an hour or two at the most to program the key out of the system and a replacement can be programmed into the system. Other than the key, there is nothing to replace. Each lock stores a record of which key was used to enter the facility and when, and this information can be downloaded with a master key at any time. This type of lock is available in padlocks for the tank hatches as well. Staff believes that the CyberLock system best meets the City's needs.

FISCAL IMPACT: In relation to the potential liabilities of water system security, the CyberLock system is a very minor financial impact to the City. While re-keying the system would be under \$2000, the CyberLock system will run approximately \$9630 including labor to cover all of the Water Department pump and booster stations, reservoirs, maintenance shop and

the office. The costs would be covered from pump and general maintenance budgets. We have also included costs for new gate locks for all of the facilities that are fenced. The employees would only have to carry two or three keys to have access to facilities that they are authorized to enter. In the event of employee turn over, the keys can be easily reprogrammed and reassigned to new employees.

REQUESTED ACTION: Staff requests that the committee recommend Council approval of purchase and installation of the CyberLock security system in all Water Department facilities.

**CITY of COEUR d'ALENE
WATER DEPARTMENT**

COST COMPARISON ANALYSIS

Water Department Facility Lock Replacement

Staff has reviewed each of the following seven options for lock replacements. The assumptions made for cost estimates were based on:

- Replacement of 30 locksets for wells, booster stations, shop and office.
- Replacement of hatch cover locks on reservoirs.
- Replacement of gate locks with standard padlocks as the fences can easily be compromised.

Option 1 – RE-KEY EXISTING LOCKSETS - Estimated total cost of \$1900

This would include re-keying of existing locksets and complete replacement of existing padlocks with new ones. There is very little security capability. If keys are lost or stolen, it would require complete project again.

Option 2 – MECHANICAL PUSH BUTTON LOCKSETS – Est. total cost of \$16,500

Mechanical push button locksets would be purchased and would replace the existing locksets. Keys are not required unless the lockset fails or needs to have the code changed. With no electronics, the only security provided would be different access codes to restrict authorized entry. Very little modification to the structures would be required.

Option 3 – CARD SWIPE LOCK SYSTEMS – Estimated total cost of \$25,430

A security or ID card with a magnetic strip would be used for identification and authorized entry. This type of system would require structure modification for magnetic strike plates. This system could allow for unauthorized entry alarm system. The equipment can be easily damaged and bypassed.

Option 4 – PROXIMITY MAGNETIC LOCK SYSTEM – Est. total cost of \$16,646

This system was very similar to the card swipe but uses a proximity reader to read the cards or keyfobs. This system would require the same structure modifications and would also be vulnerable to damage and bypass.

Option 5 – CYBERLOCK ELECTRONIC ENTRY SYSTEM – Est. total cost of \$9,630

This system was created for the water industry in response to federal security mandates. It replaces the key tumblers in the existing locksets with a specially constructed tumbler which houses an electronic security chip which is activated by an electronic key. The chip is preprogrammed to only allow certain keys for access, thus creating variable levels of authorized access. This system would require no modification to the structures.

Option 6 – ELECTRONIC KEYPAD ENTRY SYSTEM – Est. total cost of \$20,550

This system utilizes an electronic touchpad to allow entry codes for authorized entry. The system would require structure modification similar to options 3 and 4 for a magnetic strike plate. This system would be vulnerable to damage and extreme temperatures.

Option 7 – BIOMETRIC KEYLESS ENTRY SYSTEM – Est. total cost of \$10,050

This system utilizes an electronic lockset which houses its own power source and an optical scanner which can read finger prints. The system would require minimal modifications to structures. However, it is vulnerable to damage and extreme temperatures.

Recommendation

Staff's recommendation is to purchase and install the CyberLock system (Option 5) as it provides the greatest security measure with the least amount of structure modifications. This option has relatively moderate costs. The electronic keys are assigned to individual employees and a record of entry is maintained at all times. If a key is lost or stolen, the system can be completely reprogrammed in a few hours by City personnel to prevent use of the lost or stolen key. The system can be programmed to allow for varying levels of authorized entry with the same key.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services, Susan W 1/19/06
Department Name / Employee Name / Date

Request made by: Frank & Lois Turpin (208) 882-3135
Name / Phone

1628 Lambi Dr., Moscow, ID 83843-3830
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 9, 10, _____, _____, _____, _____. Block: 49 Section: C

Lot(s) are located in Forest Cemetery / / Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is Owner / / Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ _____) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

FRANK OR LOIS TURPIN

- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

RDE 1/24/06
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: Yes / / No.

Person making request is authorized to execute the claim: MCG 1/23/06
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

Susan K. Weathers 1/24/06
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

MEMORANDUM

DATE: JANUARY 23, 2006
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 set on February 21, 2006 to hear public testimony regarding the Senior Center grant application for an Idaho Community Development Block Grant. The grant proposal includes a plan to remodel the kitchen facilities at the Senior Center located on Lakewood Drive, scope of work, budget, schedule, and benefits of the project.

ANNOUNCEMENTS

Memo to Council

DATE: January 23, 2006

RE: Appointments to Boards/Commissions/Committees

At the February 7, 2006, City Council Meeting, the Mayor is asking that you approve the reappointment to the Arts Commission for:

Fred O'Gram
Janet Launhardt

Sincerely,

Victoria C. Bruno
Project Coordinator/Assistant to Mayor and Council

cc: Mayor Sandi Bloem
Councilman Deanna Goodlander
Municipal Services Director Susan Weathers
Steve Anthony, Staff Liaison

Memo to Council

DATE: January 18, 2006

RE: Appointments to Boards/Commissions/Committees

At the February 7, 2006, City Council Meeting, the Mayor is asking for your approval of **Steven Lee Fox** for the Parking Commission.

Sincerely,

Victoria C. Bruno
Project Coordinator/Assistant to Mayor and Council

cc: Mayor Sandi Bloem
Councilman Woody McEvers
Municipal Services Director Susan Weathers
Staff Liaison Amy Ferguson

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday, January 23, 2006
4:00 p.m., Council Chambers

MEMBERS PRESENT

Deanna Goodlander, Chairman
Ron Edinger
A.J. "Al" Hassell, III

CITIZENS PRESENT

Jeremy Boggess

STAFF MEMBERS PRESENT

Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Kenny Gabriel, Fire Chief
Dan Cochran, Deputy Fire Chief
Jon Ingalls, Deputy City Administrator
Susan Weathers, City Clerk

**Item 1. North Idaho College Donation/CDATV.
(Consent Calendar)**

Susan Weathers reported that the CDATV Committee is proposing to begin airing a monthly Mayor's Show that will highlight various activities and people in Coeur d' Alene. North Idaho College has donated to the City the use of their production studio and set aside a \$500 credit that will be used towards NIC student services for operating the studio equipment. The CDATV Committee believes that the conditions set by NIC for use of the production studio are reasonable and recommend acceptance of the donation as well as the conditions for use.

MOTION: THE COMMITTEE is recommending that the City Council accept the in-kind donation of \$500 from NIC including the conditions for use by the CDATV Committee in the production of City programs.

**Item 2. Architectural Services/Public Safety Buildings – Renovation.
(CC Resolution No. 06-009)**

Dan Cochran requested approval of an Architectural Contract with G.D. Longwell Architects for Architectural Services for the three phases of the Fire Department Facilities Project. *Phase 1* – building the public safety training facility and the remodel of Fire Station 2; *Phase 2* – building the administrative complex at Fire Station 1 and *Phase 3* – complete remodel and upgrade of Fire Station 1. Discussion ensued regarding the efficiency of maintaining and operating a separate building for the Administrative Complex. Chief Gabriel said he would provide the Council Members with a copy of the M&O report.

Councilman Edinger added that he is hopeful this project will not have a large number of change orders.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-009 approving the Architectural Contract with G.D. Longwell, PLLC for the Fire Department Facilities Project.

**Item 3. Council Bill No. 06-1002/Amending Pseudoephedrine Regulations.
(CB No. 06-1002)**

Mike Gridley reported that the City Council adopted Ordinance No. 3239 on November 19, 2005 limiting the sale of pseudoephedrine. In the past, it was thought that methamphetamine users were not using liquid, liquid capsule, or gel capsules of pseudoephedrine to make methamphetamine. The Police Departments Drug Task Force has reported that this is not the case. For that reason, the Legal Department is recommending an amendment to Ordinance No. 3239 to include all drugs containing pseudoephedrine.

MOTION: THE COMMITTEE is recommending staff prepare Council Bill No. 06-1002 approving an amendment to Ordinance No. 3239 to include all drugs containing pseudoephedrine.

The meeting adjourned at 4:15 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave
Recording Secretary

GENERAL SERVICES COMMITTEE
STAFF REPORT

DATE: January 18, 2006

FROM: Legal Department

SUBJECT: Amending Ordinance No. 3239 adopted November 15, 2005

DECISION POINT:

The Legal Department is recommending an amendment to Ordinance No. 3239 Limiting The Sale Of Pseudoephedrine.

HISTORY:

The City Council adopted Ordinance No. 3239 on November 15, 2005 limiting the sale of pseudoephedrine. The Police Department is recommending that we include all drugs containing pseudoephedrine. Therefore, the Legal Department is recommending an amendment to Ordinance No. 3239 to delete paragraph (a)(iii) under definitions.

**CHAPTER 9.25 – REGULATION OF THE SALE OF METHAMPHETAMINE
PRECURSOR DRUGS**

9.25.010: Definitions:

The following definitions shall apply in this Chapter:

(a) Methamphetamine precursor drugs:

(i) a drug or product containing as its sole active ingredient pseudoephedrine, or any of its salts, optical isomers, or salts of optical isomers; or

(ii) a combination drug or product containing as one of its active ingredients pseudoephedrine, or any of its salts, optical isomers, or salts of optical isomers.

~~(iii) this term does not include any compounds, mixtures, or preparations that are in liquid, liquid capsule, or gel capsule form.~~

FINANCIAL ANALYSIS:

Cost of codifying the ordinance

PERFORMANCE ANALYSIS:

By amending the current City code to include all pseudoephedrine products, it would reduce the accessibility of these drugs for the manufacturing of methamphetamines within the City of Coeur d'Alene.

DECISION POINT/RECOMMENDATION:

The Legal Department is recommending an amendment to Ordinance No. 3239 Limiting The Sale Of Pseudoephedrine.

January 23, 2006
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Dixie Reid, Committee Chairman
Council Member Woody McEvers
Council Member Mike Kennedy

NO CITIZENS PRESENT

STAFF PRESENT

Warren Wilson, Deputy City Attorney
Jim Markley, Water Superintendent
Sid Fredrickson, Wastewater Superintendent
Wendy Gabriel, City Admin
Terry Pickel, Asst. Water Supt.
Renata McLeod, Project Coord.
Tim Martin, Interim Street Supt.
Diana Booth, Cmte Liaison

Item 1 Water Dept. Safety Manual
Consent Calendar
Discussion

Terry Pickel, Asst. Water Supt., presented the proposed Water Department Safety Manual. The City of Coeur d'Alene is currently exempt from the OSHA (Occupational Safety and Health Administration) federal safety standards. The City has always tried to adopt and follow safe work practices in general with an accident prevention program, however, we have not had written policies or guidelines for the employees to review, acknowledge and follow. The City cannot provide conclusive evidence that it has attempted to provide a safe work environment for the City employees in the event of an on the job accident and the possible resulting litigation. The Water Department Safety Manual is a first step in that direction. The proposed safety manual reflects the general requirements as set forth by the OSHA standards, regarding employer/employee duties and responsibilities. This manual is specifically directed towards the Water Department, but the flexibility of the manual would allow expanding it into a City-wide document. It has been reviewed by the Legal and Human Resources Departments to ensure that it doesn't create any problems with employee contracts or other City policies. The Fire Department reviewed sections where overlaps existed with some Fire policies and procedures with changes made in our draft document. This safety manual after can be modified and expanded to apply to all City departments.

MOTION: RECOMMEND Council approval of RESOLUTION 06-____authorizing adoption of the proposed Water Department Safety Manual

Item 2 New Hydrant Use Program

Terry Pickel outlined the request for the proposed Fire hydrant use policy including construction for bulk water filling stations and subsequent fire hydrant use restrictions to be considered for adoption by Council. The existing fire hydrant use program allows citizens and contractors to connect and draw bulk water directly from fire hydrants all over the City. It was originally thought that for a fee of \$250 for the year the average contractor would draw approximately 500,000 gallons of bulk water per each permit. This worked relatively well in the beginning as it eased the demand on personnel to install hydrant meters as well as administrative costs for billing. The recent boom in construction fired by the tremendous growth has resulted in the current program being taken advantage of. We estimate that approximately 65-75 million gallons was drawn in 2005 alone when 78 permits should equate to approximately 39 million gallons. In the process, the fire hydrants are often misused and damaged by the contractors. We currently have no method of accurately tracking which hydrant has been used by the contractors, so we cannot bill for damages unless we happen to catch a blatant violation. The Federally mandated system security

cannot be effectively maintained with the current program and there is a threat of system contamination either by accident or by an intentional act. The proposed program also provides cross connection control consistent with current requirements for our customers.

The Water Department proposes a new program that would construct up to three permanent fill stations located around the City and six portable stations which could be rented by contractors on the major projects where hauling would be inconvenient. Portable stations would be placed and connected by City personnel as requested by the contractor. They would become the responsibility of the contractor during the project and would be read on a monthly basis and the contractors billed for the water used.

The initial funding for the project would come from fund balances and repaid from future program revenues. The costs would range from \$42,000 for all city-built equipment estimating that the majority of the initial expenses would be recovered in the first two years of use with conservative water use projections. After the initial expenses are recovered, the program should become self supporting without additional expenses from the Water Department budget. Once we have use data from the new program we will review the rates for possible adjustment.

We do not have an actual City Ordinance regarding the use of fire hydrants. We have been working from Water Department policies regarding use and billing for damages incurred.

In the near future we will propose a City Ordinance which will restrict hydrant use to City Departments only, establish fines for illegal use, and damages to fire hydrants, as well as mains and services. Enforcement capabilities to ensure that this program is successfully executed will be needed.

Councilman Reid requested that a presentation to the next NIBCA Board meeting (the 3rd Thursday of the month) be scheduled to inform the building community, prior to presentation at Council.

Item 3 Water Department Facility Lock Replacement Project

Terry Pickel outlined the program. The City Water Department has numerous facilities which have been identified through federally mandated risk analyses as potential targets for vandalism or terrorism. The water wells are among the highest risk and reservoirs are another potential target. The installation of the SCADA system will significantly reduce the risk factor. Staff reviewed seven different types of security lock systems and recommends one made by CyberLock. This system was basically designed under the auspices of the EPA Public Health, Security and Bioterrorism Act for water system security. Terry Pickel explained the system and in relation to the potential liabilities of water system security, that the CyberLock system is a very minor financial impact to the City. The CyberLock system will run approximately \$9630 including labor to cover all of the Water Department pump and booster stations, reservoirs, maintenance shop and the office. The costs would be covered from pump and general maintenance budgets.

MOTION: RECOMMEND Council approve purchase and installation of the CyberLock security system in all Water Department facilities.

Item 4 City Sidewalk/Pedestrian Ramp Policy Consent Calendar

Renata McLeod summarized the history of Sidewalk/Pedestrian ramp federal mandates, the city's challenges for a program, and the plan to correct the problems. The City will utilize the overlay program/plan to set the timeline for the sidewalk audits and pedestrian ramp installations. The overlay program will cover the entire City within 15-20 years. It is anticipated that the sidewalk audit will take place the year preceding the overlay and pedestrian ramp installation. Any sidewalk in need of

replacement or repair will be noted and a letter will be sent to the property owner notifying them of their responsibility and timeline to fix the sidewalk. The property owner will be given one year to comply. Thereafter, a lien will be placed on the property for the cost incurred by the city to complete the sidewalk repair/replacement.

MOTION: RECOMMEND that the Council approve RESOLUTION NO. 06-___authorizing the sidewalk/pedestrian ramp policy with the additional clarification that projects by private contractors and utilities will also be regulated by the policy, and directed staff to make the appropriate amendments to Municipal Code Chapter 12.20 in order to clarify the timeline for enforcement,

**Item 5 JUB Contract Amendment 3
Consent Calendar**

Sid Fredrickson presented the request to proceed with Amendment 3 with JUB Engineering for 1) CIPP/Open Trench Sewer Rehabilitation 2) GIS Upgrades which will be substantially funded with unused budget remaining from JUB Amendment No. 2. 3) Inflow Identification, we believe at this time, has reached its economic value. We would like to pursue corrective action of the inflow sources identified over the past years. The proposed cost from JUB is \$98,000.00.

MOTION: RECOMMEND Council approval of RESOLUTION 06-_____authorizing the City to enter into an agreement for professional engineering services with JUB Engineering for tasks associated with collection system development and rehabilitation at a cost not to exceed \$98,000.00, continue GIS Upgrades funded by unused budget and pursue corrective action of the inflow sources identified over past years.

The meeting adjourned at 5:15p.m.

Respectfully submitted,

Diana Booth
Interim Committee Liaison

MEMORANDUM

Date: January 18, 2006
To: The Public Works Committee
From: Renata McLeod, Project Coordinator
Re: Sidewalk/pedestrian ramp accessibility policy

DECISION POINT:

- To authorize the proposed enforcement procedure for Municipal Code Chapter 12.20, as noted below, and direct staff to make the appropriate amendments to the code.
- To approve the attached policy for installation of ADA compliant sidewalks/pedestrian ramps throughout the City of Coeur d'Alene.

HISTORY: This item was brought to the Public Works Committee on December 13, 2004, wherein the Committee requested additional legal research. A review of the project was discussed at the June 1, 2005 Public Works Committee meeting, wherein staff proposed a geographical division of the City for the city-wide compliance plan. After further staff review, staff recommends the attached policy for managing the accessibility of the public rights-of-ways. Additionally, staff recommends the following enforcement procedure for Municipal Code Chapter 12.20.

Currently, Municipal Code Chapter 12.20 states that the property owner is responsible to replace/repair sidewalks on streets in front of their property. Over the years the City has occasionally contacted property owners to conduct repairs; however, no city-wide sidewalk survey and/or repair project has been conducted. Staff has determined that the following enforcement method would be the most efficient and effective.

- The City will utilize the overlay program/plan to set the timeline for the sidewalk audits and pedestrian ramp installations. The overlay program will cover the entire City within 15-20 years. It is anticipated that the sidewalk audit will take place the year preceding the overlay and pedestrian ramp installation. Any sidewalk in need of replacement or repair will be noted and a letter will be sent to the property owner notifying them of their responsibility and timeline to fix the sidewalk. The property owner will be given one year to comply. Thereafter, a lien will be placed on the property for the cost incurred by the city to complete the sidewalk repair/replacement.

The attached sidewalk pedestrian ramp policy outlines the general process of moving forward with the repair, replacement and/or placement of sidewalks and pedestrian ramps.

FINANCIAL: City staff will request an annual budget amount that will cover the cost of installation of pedestrian ramps within the overlay area.

PERFORMANCE ANALYSIS: Authorizing these policies and procedures will be another step in making the City more pedestrian friendly with the added benefit of moving the City towards ADA compliance.

DECISION POINT/RECOMMENDATION:

- To authorize the proposed enforcement procedure for Municipal Code Chapter 12.20, as noted below, and direct staff to make the appropriate amendments to the code.
- To approve the attached policy for installation of ADA compliant sidewalks/pedestrian ramps throughout the City of Coeur d'Alene.

RESOLUTION NO. 06-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,
IDAHO ESTABLISHING A SIDEWALK CURB RAMP – ACCESSIBILITY POLICY.

WHEREAS, the need for citywide policies regarding accessible sidewalk curb ramps has been deemed necessary by the City Council; and

WHEREAS, city staff has proposed a policy regarding issues related to sidewalk curb ramps, and the same were discussed at the Public Works Committee meeting the 23rd day of January, 2006; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such policies be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the policy attached hereto as Exhibit "A" be and is hereby adopted.

DATED this 7th day of February, 2006

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 HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

SIDEWALK CURB RAMP – ACCESSIBILITY POLICY

BACKGROUND: Municipal Code 12.20, states that the abutting property owner is responsible to replace/repair sidewalks on streets in front of their property. Over the years the City has occasionally contacted property owners to conduct repairs; however it has not been implemented as a consistent plan/schedule. Staff has reviewed several methods of creating compliant sidewalks many of which did not work in their entirety, including, but not limited to, the following:

1. Property owner responsibility – Notification would be given to the property owner that the abutting sidewalk was in need of replacement or repair, and provide the property owner one year to repair the sidewalk. If after one year the sidewalk was not repaired, several non-compliant properties could be lumped together to form an LID. Staff felt that the number of non-compliant properties would be few and it would be cost prohibitive to initiate an LID. If the City were to wait until we had a large number of non-compliant property owners, it may not fit the timeliness factor of case law. *Therefore, staff determined that after legal notification, if the property owner did not repair the sidewalk, the City would complete the required improvements and lien the property owner for the cost associated.*
2. Curb ramps – The City will include the installation/repair of curb ramps with the street alteration projects. This improvement is not only required as a part of the ADA compliance of street alterations, it also provides a benefit to the entire community, and therefore was deemed reasonable to be funded as part of a city project.
3. Continued enforcement – The Municipal Code states that the sidewalk abutting the property is the property owner’s responsibility; staff agreed that this would be continued as an enforcement/maintenance mechanism.

The following policy clearly states the City’s method of accessibility compliance for public rights-of-way.

POLICY ACCESSIBILITY FOR PUBLIC RIGHTS-OF-WAY

SIDEWALKS/CURB RAMPS: The long range street overlay plan will set the timeline for sidewalk accessibility compliance throughout the City of Coeur d’Alene. The City Engineer estimates that all City streets will be overlaid within 15-20 years. As such, each annual overlay project will be the area of focus for the sidewalk audit (which shall take place approximately one year prior); legal notifications to the property owners with sidewalks needing repair/replacement will be sent at a minimum of one year prior to the overlay/street alteration project to ensure the property owner has time to comply with Municipal Code Chapter 12.20. After the original notification, code enforcement will continue to seek compliance. In the case of noncompliance, the City will complete the repair/replacement of the sidewalk and will lien the property to

recover its expenses. Installation of curb ramps will be a City project, and will be triggered by the overlay/street alteration projects. Additionally, whenever a property owner requests a building permit for a project which exceeds the value of \$15,000.00, compliance with Municipal Code Chapter 12.20 will be required.

STREET ALTERATIONS: Street alterations shall include overlay/skin patch projects that are a minimum length of one city block, curb-to-curb wide. Any street alteration project (private or public) will trigger the sidewalk pedestrian ramp repair/replacement/installation requirement.

WATER, SEWER, AND STORMWATER INSTALLATIONS: Whenever a street alteration occurs due to the replacement of a water line, sewer line, or stormwater line, curb ramps will be installed along the route of the pipeline.

STREET OR PRIVATE ALTERATIONS: Whenever work in the streets requires removal of a curb return, replacement will include curb ramps. Additionally, when major street repairs requiring street and/or sidewalks to be torn up, curb ramps will be installed.

SPECIAL REQUESTS: Special requests may be considered for any area where there is a demonstrated need.

COMPLAINT RESOLUTION: Each year certain ADA barriers related to sidewalks/curb ramps may be brought to the attention of the City. As each concern is investigated, it may be determined that it should be remedied. Staff will follow this policy in seeking a remedy to the complaint.

OTHER BUSINESS

Finance Department
Staff Report

Date: February 7, 2006
From: Troy Tymesen, Finance Director
Subject: Coeur d'Alene Billing Services Contract

Decision Point:

To approve the contract with Kootenai County for billing services for commercial solid waste accounts within the City limits of Coeur d'Alene.

History:

Since October of 2000 the City has worked with Kootenai County in a Joint Powers Agreement regarding solid waste. The City is already billing customers on a monthly basis for residential garbage service and commercial container rent. This agreement will enhance the partnership because now the City will also be billing for commercial garbage yardage, previously commercial customers received a separate bill from Kootenai County.

Financial Analysis:

The City can add the new line item to its existing utility bill post card at no additional cost and will not need to add any staff. The County is proposing to trade for this service by accepting 200 tons of street sweepings. Kootenai County Solid Waste is a utility and an enterprise fund, which means that there is a fee charged for the service, therefore the compensation will not come from property taxes.

Performance Analysis:

This agreement will enhance customer service because the customers in the City will get one bill for garbage service. The contracted waste hauler has been instrumental in assisting with the information conversion. The County Sanitation Department will receive monthly cash flow. Some of the commercial accounts were billed quarterly in the past.

Decision Point/Recommendation:

To approve the contract with Kootenai County to provide billing services for commercial solid waste accounts within the City limits of Coeur d'Alene.

RESOLUTION NO. 06-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT WITH KOOTENAI COUNTY FOR BILLING SERVICES FOR COMMERCIAL SOLID WASTE ACCOUNTS WITHIN THE CITY LIMITS OF COEUR D'ALENE.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Kootenai County, for Billing Services for commercial solid waste accounts within the city limits of Coeur d' Alene pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; 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 contract; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for Billing Services with Kootenai County, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the contract remain intact.

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

DATED this 7th day of February, 2006.

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 KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

COEUR D' ALENE BILLING SERVICES CONTRACT

This agreement is entered into this 7th day of February, 2006 for the mutual benefit of the respective parties hereto: **Kootenai County**, a political subdivision of the State of Idaho, (mailing address P.O. Box 9000, Coeur d' Alene, Idaho 83816) hereinafter referred to as County, and the **City of Coeur d' Alene** (mailing address 710 Mullan Avenue, Coeur d' Alene, Idaho 83814) hereinafter referred to as City.

This agreement is for billing services for commercial solid waste accounts within the City limits of Coeur d' Alene. This agreement does not replace the Joint Powers Agreement between the City and County enacted October 2000. This agreement does expand the City's role to provide for collection of commercial disposal fees for the County.

1.0 Purpose

This contract is for billing services for commercial solid waste accounts within the City Limits as they exist now or in the future. Garbage Service for the City will be accomplished through an existing contract entitled "Coeur d' Alene Solid Waste Services Contract". Commercial businesses collected under the Solid Waste Services Contract shall be billed through the City's Finance Department.

2.0 Definitions

1.1 City: Means the City of Coeur d' Alene, a political subdivision of the State of Idaho (mailing address: 710 Mullan Ave. Coeur d' Alene, Idaho 83816).

1.2 Commercial Account or Commercial Customer: All improved properties used for other than residential use that generate garbage for disposal in the County's solid waste system.

1.3 County: Means Kootenai County, a political subdivision of the State of Idaho (mailing address: P.O. Box 9000, Coeur d' Alene, Idaho 83816).

3.0 Term and Termination

2.1 Term: This Agreement shall be in effect for calendar years 2006, 2007 and 2008. The term may be extended by the parties for an additional three (3) calendar year term.

2.2 Termination: Unless the parties mutually agree to extend the term of this Agreement, it will automatically terminate on the last calendar day of 2008. In addition either party may terminate this Agreement for any reason by giving the

other party ninety (90) days written notice to the address for each party contained herein.

4.0 City's Responsibility

Subject to the additional terms of this Agreement, the City shall be responsible to:

- 4.1 Establish all new accounts after the effective date of this Agreement.
- 4.2 Provide billing of all commercial solid waste accounts on a monthly basis.
- 4.3 Provide customer service staff during business hours to answer questions and concerns on accounts.
- 4.4 Maintain a billing system that allows the County and the contracted solid waste collector to reconcile charges for solid waste collections.
- 4.5 Work with the County and Customer to resolve past due payments.
- 4.6 The City may charge a late charge or fee for all delinquent accounts in accordance with the established City policies and procedures. All late fees collected by the City shall be retained by the City.
- 4.7 Provide the County with a monthly list of all delinquent accounts.
- 4.8 Provide the County, upon request, account information maintained by the City for any delinquent account.
- 4.9 In the event that the City shuts off an account, the City will notify the County of the shutoff within one business day. The City will subsequently notify the County within one business day of the account being reactivated.
- 4.10 Provide a monthly comprehensive account status report of all accounts to the County's Auditor and Solid Waste Department.
- 4.11 City agrees to indemnify, defend and hold the County harmless for any liability that may accrue by reason of any act or omission in the performance of this agreement on the part of the City, its agents, employees, assignees or anyone subcontracting with the City for the performance of this contract.

5.0 County's Responsibility

Subject to the additional terms of this Agreement, the County shall be responsible to:

5.1 Maintain a billing interface between the contracted solid waste service and the City to assist in reconciliation of accounts and to notify the customers of the billing change.

5.2 Coordinate delinquent accounts with the City so that solid waste disposal services are not provided to delinquent accounts until such time as they are no longer delinquent.

5.3 In exchange, for the City agreeing to provide the contracted billing services, the County will receive for disposal, without charge, up to 200 tons of street sweepings, leaves and other waste debris per calendar year from the City.

5.4 Pursue payment for those delinquent accounts requested by the City.

5.5 Provide City staff with training on the County's solid waste billing procedures and fee structures.

5.6 Provide the City with at least thirty (30) days notice of all rate changes and/or adjustments.

5.7 Provide the City with a monthly report detailing all adjustments or changes to accounts for the next months bill. To ensure that the City has sufficient time to prepare bills, the report must be received by the City no later than the first week of the billing month.

5.8 Pay for all custom programming required to the City's computer system needed to implement this Agreement along with all necessary maintenance of the software.

5.9 County agrees to indemnify, defend and hold the City harmless for any liability that may accrue by reason of any act or omission in the performance of this agreement on the part of the County, its agents, employees, assignees or anyone subcontracting with the County for the performance of this contract.

6.0 General Provisions

6.1 Time is of the Essence: Time is of the essence in this Agreement.

6.2 Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

6.3 Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

6.4 Venue and Choice of Law: Should any legal claim or dispute arise between the parties, the proper place of venue shall be in the First Judicial District, Kootenai County, Idaho and laws of Idaho shall apply.

6.5 Attorney Fees: If any action shall be brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

6.6 Assignment: Neither party may assign its rights or obligations under this Agreement without the other party's express consent.

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

6.8 Severability. If any section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the agreement are not affected thereby. It is the intent of the parties that no portion of it, or provision or regulation contained in it, become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.

6.9 Amendments: The Parties agree that this Agreement may only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **COUNTY** has caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE,

KOOTENAI COUNTY:

Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

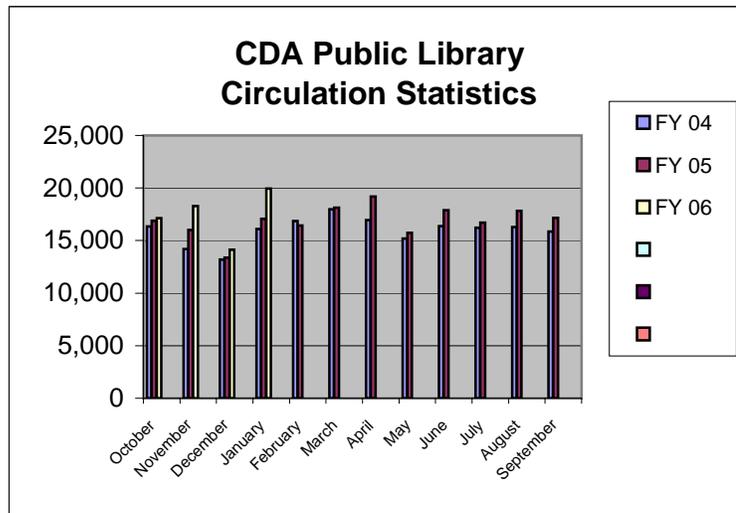
INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

	FY 04	FY 05	FY 06
October	16,353	16,884	17,136
November	14,190	16,013	18,288
December	13,204	13,373	14,124
January	16,097	17,077	19,952
February	16,848	16,422	
March	17,985	18,136	
April	16,951	19,179	
May	15,192	15,743	
June	16,369	17,889	
July	16,236	16,717	
August	16,276	17,827	
September	15,848	17,162	



2005-2006 Walk-In Totals

