

**COEUR D'ALENE CITY COUNCIL
ADDENDUM AGENDA NO. 1
FOR THE JANUARY 7, 2020
COUNCIL MEETING**



Addition of item 5 to Consent Calendar:

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

5. Approval of Final Plat for SS-19-13, Georgia Addition to Cd'A

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

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.

CITY COUNCIL STAFF REPORT

DATE: January 7, 2020
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-19-13, Georgia Addition to Cd'A: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.

HISTORY

- a. Applicant: Chad Oakland
2022 N. Government Way
Coeur d'Alene, ID 83814
- b. Location: 1301 E. Montana Avenue (North of Montana Avenue, between 13th and 15th Street)
- c. Previous Action:
 1. Preliminary plat approval, December 2, 2019

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-subdivision of Tax No. 4101 and the East 20' of Tax No. 3847 located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments. There were two conditions that will be taken care during the building permit process; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

GEORGIA ADDITION TO COEUR D'ALENE

BOOK _____ PAGE _____
No. _____

A PORTION OF THE NE 1/4 OF SECTION 13,
TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS that John R. Worrell and Jeanne M. Worrell, husband and wife and Chad Oakland, a single man are the owners of the real property hereinafter described and intend to include said property within this platting.

A portion of the Northeast 1/4 of Section 13, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows.

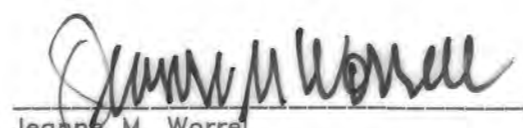
Commencing at a found aluminum cap monumenting the West 1/4 Corner of said Section 13 (from which a found aluminum cap monumenting the Northeast Corner of said Section 13 bears North 0°22'33" East a distance of 2645.93 feet), thence North 41°05'34" West a distance of 1033.39 feet to a found iron pipe on the northerly right of way of Montana Avenue as shown on the plat of the Spokane Addition (recorded in Book B of Plats at Page 134, records of Kootenai County, Idaho) said iron pipe being the REAL POINT OF BEGINNING.

thence along said northerly right of way North 88°56'02" West a distance of 20.00 feet to a found iron rod;
thence leaving said northerly right of way North 1°06'53" East a distance of 112.35 feet to a found iron rod on the southerly line of Tax No. 20929 as shown on that Record of Survey recorded in Book 24 of Surveys at Page 130 (records of Kootenai County, Idaho);
thence along said southerly line South 88°53'10" East a distance of 100.00 feet to a found iron rod;
thence leaving said southerly line South 1°06'53" West a distance of 112.34 feet to a found iron rod on the northerly right of way of said Montana Avenue;
thence along said northerly right of way North 88°53'07" West a distance of 80.00 feet to the REAL POINT OF BEGINNING.

Comprising .0.258 acres, more or less.

Both water and sanitary sewer service will be provided by the City of Coeur d'Alene.


John R. Worrell


Jeanne M. Worrell


Chad Oakland

ACKNOWLEDGMENT

State of Idaho }
County of Kootenai } ss.

This record was acknowledged before me on December 12, 2019 by John R. Worrell and Jeanne M. Worrell, husband and wife.


Notary Public
My Commission Expires 4/26/2024

ACKNOWLEDGMENT

State of Idaho }
County of Kootenai } ss.

This record was acknowledged before me on December 12, 2019 by Chad Oakland, a single man.


Notary Public
My Commission Expires 4/26/2024

HEALTH DISTRICT APPROVAL

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on QLPE from the City of Coeur d'Alene review and approval for the design plans and specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1323, Idaho Code, by the issuance of a certificate of disapproval.

Date: 12/13/19 Health District Signature: Gary Loveland


COUNTY RECORDER

I hereby certify that this Plat of Georgia Addition to Coeur d'Alene was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of _____ this _____ day of _____, 20____, at _____ M and was duly recorded in Plat Book _____, at Pages _____ and _____ as Instrument Number _____.

By: _____ Deputy Clerk Fee: _____
Kootenai County Recorder - Jim Brannon

SURVEYOR'S CERTIFICATE

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat of Georgia Addition to Coeur d'Alene, as shown hereon, was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.


ERNEST M. WARNER, P.L.S. Dec 9, 2019 REG. NO. 4565



CITY OF COEUR D'ALENE

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this _____ day of _____, 20____.

Clerk - City of Coeur d'Alene

CITY ENGINEER

I hereby certify this _____ day of _____, 20____, that I have examined this subdivision plat and approve the same for filing.

Engineer - City of Coeur d'Alene

COUNTY SURVEYOR

I hereby certify that on this _____ day of _____, 20____, I have examined this Plat of Georgia Addition to Coeur d'Alene and approved the same for filing.


Kootenai County Surveyor



COUNTY TREASURER

I hereby certify that on this 16th day of December, 2019, the required taxes on the herein platted land have been paid through December 31, 2019.


Kootenai County Treasurer Chief Deputy

 Tate Eng & LS PLLC 417 East Indiana Ave. Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com			
DRAWING: 19.231aPLAT	CHECKED: EMW	DRAWN BY: emw	



WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

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

6:00 P.M.

JANUARY 7, 2020

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Ray Duran with Candlelight

C. PLEDGE OF ALLEGIANCE

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

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

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

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

1. Approval of Council Minutes for December 17, 2019.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for January 13, 2020 at 12:00 noon and 4:00 p.m. respectively.
4. **Resolution No. 20-001**

- a. Approval of the surplus of a 2008 Chevrolet Tahoe from the Police Department
Recommended by Police Chief
- b. Approval of the purchase of a 500 KW Caterpillar Generator for the Linden Well
- c. Approval of the purchase of a Control System from SPHControls
Pursuant to the Purchasing Policy adopted via Res. 17-061

G. ANNOUNCEMENTS

1. City Council

2. Mayor

- a. Appointments- Ben Wolfinger to the Civil Service Commission and Ali Shute to the Arts Commission.

H. PRESENTATION

1. Oath of Office – Council

I. RECESS

J. ROLL CALL – New Council

K. ELECTION OF COUNCIL PRESIDENT

L. ANNOUNCEMENTS

1. Mayor
 - a. Council Member Appointments to General Services and Public Works Committee
 - b. Other Committee Appointments – Council Members
2. Council

M. OTHER BUSINESS:

1. **Resolution No. 20-002** -Authorization of staff to proceed with applying for a Waterfront Improvement Fund grant to purchase new boat docks and pilings at the 3rd Street Boat Launch, and acceptance of upon award.

Staff Report by: Monte McCulley, Trails Coordinator

2. **Resolution No. 20-003** – Approval of a Contract with T-O Engineers for design of the future Wilbur Avenue/Ramsey Road traffic signal.

Staff Report by: Chris Bosley, City Engineer

3. Authorization of staff to proceed with applying for a Local Highway Safety Improvement Program (LHSIP) grant for pedestrian safety improvements.

Staff Report by: Chris Bosley, City Engineer

4. **Resolution No. 20-004** – Approval of a Contract with J.U.B. Engineering for preliminary budget evaluation for the future Atlas Road improvement project.

Staff Report by: Chris Bosley, City Engineer

N. ADJOURNMENT

*This meeting is aired live on CDA TV Spectrum Cable Channel 1301
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Coeur d'Alene

CITY COUNCIL MEETING

January 7, 2020

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

DECEMBER 17, 2019

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, December 17, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Amy Evans)	Members of Council Present
Dan Gookin)	
Dan English)	
Kiki Miller)	
Loren Ron Edinger)	
Woody McEvers)	Member of Council Absent

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

INVOCATION: Pastor Paul Peabody with Grace Bible Church provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember Gookin led the Pledge of Allegiance.

ANNOUNCEMENTS:

Councilmember Gookin thanked the students for their attendance tonight.

The Mayor requested the appointments of Sarah Garcia to the ignite cda Board and Lindsey Sichelstiel and Priscilla Bell to the Arts Commission.

MOTION: Motion by Evans, seconded by Gookin, to appoint Sarah Garcia to the ignite cda Board and Lindsey Sichelstiel and Priscilla Bell to the Arts Commission. **Motion carried.**

CONSENT CALENDAR: **Motion** by Gookin, seconded by Evans, to approve the Consent Calendar.

1. Approval of Council Minutes for the December 3, 2019 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services and Public Works Committees meetings for Monday, December 23, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a public hearing January 21, 2019: to hear V-19-03; Vacation of a portion of Seltice Way right-of-way adjoining the southerly boundary of Tax # 8882, Tax # 10490, & Tax # 22364 in the City of Coeur d'Alene.
6. Approval of SS-19-10, Lola Pearl Addition: Final Plat

7. As Recommended by the City Engineer
8. Approval of the Annual Road and Street Financial Report for the fiscal year ending September 30, 2019.

ROLL CALL: English Aye; Edinger Aye; Evans Aye; Miller Aye; Gookin Aye. **Motion Carried.**

ADJOURNMENT: Motion by Gookin, seconded by Evans that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 6:03 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

RESOLUTION NO. 20-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING ACTIONS OF THE CITY OF COEUR D'ALENE: DECLARATION AS SURPLUS A 2008 CHEVROLET TAHOE FROM THE POLICE DEPARTMENT AND AUTHORIZATION THE SALE OF THE SURPLUS PROPERTY AT AUCTION; THE PURCHASE OF A 500 KW CATERPILLAR GENERATOR IN THE AMOUNT OF \$75,975.00 FROM WESTERN STATES CAT FOR THE LINDEN WELL FOR THE WATER DEPARTMENT AND APPROVAL OF THE PURCHASE OF A CONTROL SYSTEM IN THE AMOUNT OF NINETY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$96,400.00) FROM SPHCONTROLS FOR THE POLICE DEPARTMENT.

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

- A) Declaration as surplus a 2008 Chevrolet Tahoe from the Police Department and authorization the sale of the surplus property at auction; and
- B) Approval of the purchase of a 500 KW Caterpillar generator in the amount of Seventy-five Thousand Nine Hundred Seventy-five and No/100 Dollars (\$75,975.00) from Western States CAT for the Linden Well for the Water Department;
- C) Approval of the purchase of a Control System in the amount of Ninety-Six Thousand Four Hundred and No/100 Dollars (\$96,400.00) from SPHControls for the Police Department; 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 take the actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify any agreements and other actions, so long as the substantive provisions of the actions remain intact.

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

DATED this 7th day of January, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

City Council
STAFF REPORT

DATE: January 7, 2020
FROM: Steve Moran, Police Fleet Manager
SUBJECT: Surplus of Police Vehicle

Decision Point:

The Police Department requests authorization to surplus one 2008 Chevrolet Tahoe and sell it at auction.

History:

This vehicle was purchased new by the City in 2008 for the Police Department. It was assigned to the Patrol Division until late 2013 when it was reassigned to Investigations when it had around 144,000 miles, because of reliability concerns. It has remained in that capacity until today. The current vehicle mileage is approximately 177,000 miles. Maintenance costs for this vehicle have been increasing substantially in the past year. Tim Martin with the Streets Department has confirmed that he has no other purpose for this vehicle within the city and supports this surplus request.

Financial Analysis:

There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00 and 10% for sales over \$1000. These fees are deducted from the item auction proceeds and a check provided to the owner for the balance.

Proceeds from the sale of this vehicle will be returned to the General Fund.

Decision Point:

Staff recommends the City Council authorize the declaration of one 2008 Chevrolet Tahoe assigned to the Police Department as surplus and sold at auction.

Vehicle Surplus List:

2008 Chevrolet Tahoe - 1GNFK03048R227464 - 177,000 miles



Proposal

Project: Linden Well

Date: 12/10/2019

Quote: 30696044

Attn: Tyson

Valid: 30 days

From: Rick Armstrong

Generator Set:

Manufacturer: Caterpillar **Model:** C15-GC **KW:** 500 **Rating:** Standby **Fuel:** Diesel **Voltage:** 277/480 3 ph 4 wire **Frequency:** 60 hz
UL2200 Listed: Yes **Misc Items:**

Controls:

Control Panel: GCP1.2 **Monitoring Contacts:** None **Speed Control:** Electronic Isochronous **Remote Emergency Stop:** 1 - Shipped Loose
Remote Communications: Modbus RS-485 **Misc Items:**

Accessory Systems:

Coolant Heater: Yes **Battery Charger:** 10 amp **Battery System:** Wet Battery, Rack and Cables 24 vdc **Misc Items:**

Alternator / Breaker:

Excitation System: PMG Brushless **Voltage Regulator:** Cat standard **Ground Fault:** Not required **Circuit Breaker # 1:** 800 amp 100% Rated
Misc Items:

Packaging:

Enclosure: Sound Attenuated **Sound Level:** 73 dba @ 23 ft **Fuel Tank:** 24 Hr **Fuel Tank Type:** Double Wall UL142
Exhaust System: Interior Critical **Enclosure Color:** White **Electrical Package:** 100 Amp Load Center **Misc Items:**

The proposal below is based on Sourcewell Contract #120617-Cat for the City of Coeur D Alene membership Number #14184 located at 710 E Mullan Avenue, Coeur d Alene, ID 83814

Total price for above package: \$ 75,975.00

To upgrade standard 24 month warranty to 60 month Platinum with rental generator protection, add \$1,500.00

*Total of 60 months from startup date

To upgrade standard 24 month warranty to 120 month Platinum with rental generator protection, add \$6,410.00

*Total of 120 months from startup date

Included:

Startup: 8 hrs - 1 trip - 1 day
Maintenance Program: Available
Spare parts kit: No
Warranty Genset: 24 month standby (parts labor & travel)
Freight: Included to first destination

Site Load test: Resistive 2 hr with load bank by WSECO
Factory Test: 100% load
Owner training: Yes

Not included:

Installation / Anchor Calculations	Any fuel or fuel piping
Taxes / Permits of any kind / Any engineering	Offloading at jobsite
Coordination Studies	

Notes and clarifications:

This quote is based on compliance with the contract bid of Sourcewell governmental cooperative purchasing agreement number shown on quote.

Items selected and sizes have been reviewed with owner for jobsite needs.

Diesel fuel for initial fill or any testing is not included in this quote. Freight is included on a flatbed truck for easy offloading by others. We will not ship in van trailer for offloading safety reasons.

Terms:

100% of payment is required prior to startup and testing on the jobsite.
 Payment terms are in accordance with WSECO Standard terms upon approved account.
 No retainer is allowed unless specifically agreed to in writing prior to order placement.
 Cancellation charges minimum of 25% once released. No return on manual transfer switches.
 No Liquidated Damages of any type, unless specifically agreed to in writing prior to order.

Thank you for the opportunity to quote quality Caterpillar products and services. Please let me know how we can be of assistance.

Sincerely,

Accepted By:

Rick Armstrong
 Power System Sales
 Spokane: 509-535-1744
 Missoula: 406-721-4050
 Kalispell: 406-752-3030
 Pasco: 509-547-9541
 Lewiston: 208-746-3301

 Signature:

 Printed Name:

 Company:

- METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorization or conduct consistent with prior course of dealing between the parts authorizing WSECO to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. **Acceptance of this offer is limited to the express terms stated in this Order.** Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WSECO and Customer with regard to the good and services specified in this Order, and exclusively determines the rights and obligations of the parties, prior course of dealing, customer, usage of trade or course of performance notwithstanding. WSECO is not bound by any representation or agreements, express or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WSECO and Customer.
- TIME OF DELIVERY and SHIPPING.** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor

shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

3. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WSECO, Customer grants to WSECO a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WSECO, properly executed, any certificate of title or other document or instrument required by WSECO to perfect WSECO's security interest as created in this paragraph. Customer also authorizes WSECO to file financing statement(s) with respect to the security interest granted herein.
4. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WSECO. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, short age in shipment is not deemed to constitute a nonconformity.
5. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WSECO, and Customer will store the goods or reship the goods to WSECO. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
6. No right or interest in this agreement shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. WSECO shall have all rights and remedies provided in the Uniform Commercial Code and in any other documents executed in connection with this agreement. Customer agrees to pay all costs incurred by WSECO in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WSECO may bid on the goods and that a commercially reasonable price for said reclaimed goods, at a public sale, may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors, for goods of similar type and condition.
8. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WSECO's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WSECO in the event of any default by Customer or in the event Customer fails, upon WSECO's request, to provide reasonable assurances of future performance.
9. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods or of WSECO. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to this order.
10. **FORCE MAJEURE:** (a) WSECO shall not be responsible or liable for any delay or failure to delivery any or all of the goods and/or performance of the services if such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly, or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.
11. **VENUE:** Venue for any disputes between the parties will be in Ada County, Idaho and in state court for legal proceedings. Purchaser waives right to remove any legal action from the court originally acquiring jurisdiction.

Cat® C15 GC DIESEL GENERATOR SETS



Standby: 60Hz, 480V & 600V

Engine Model	Cat® C15 ACERT™ In-line 6, 4-cycle diesel
Bore x Stroke	137mm x 171mm (5.4in x 6.8in)
Displacement	15.2 L (928 in³)
Compression Ratio	16.1:1
Aspiration	Turbocharged Air-to-Air Aftercooled
Fuel Injection System	MEUI
Governor	Electronic ADEM™ A4



Image shown might not be exact actual configuration

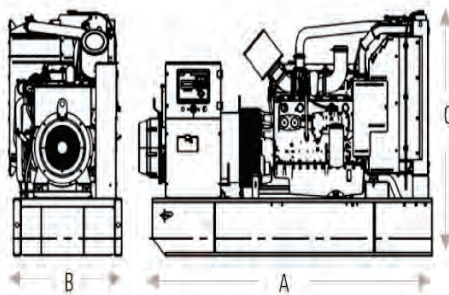
Standby	Performance Strategy
500 ekW, 625 kVA	EPA Certified for Stationary Emergency Application

PACKAGE PERFORMANCE

Performance	Standby	
Frequency	60 Hz	
Genset Power Rating	625 kVA	
Gen set power rating with fan @ 0.8 power factor	500 ekW	
Fuelling strategy	TIER 3	
Performance Number	DM8155	
Fuel Consumption		
100% load with fan	137.0 L/hr	36.2 gal/hr
75% load with fan	110.5 L/hr	29.2 gal/hr
50% load with fan	71.3 L/hr	18.8 gal/hr
25% load with fan	41.9 L/hr	11.1 gal/hr
Cooling System¹		
Radiator air flow restriction (system)	0.12 kPa	0.48 in. Water
Radiator air flow	720 m³/min	25426 cfm
Engine coolant capacity	20.8 L	5.5 gal
Radiator coolant capacity	54 L	14 gal
Total coolant capacity	75 L	20 gal
Inlet Air		
Combustion air inlet flow rate	38.2 m³/min	1347.7 cfm
Max. Allowable Combustion Air Inlet Temp	49 °C	120 °F
Exhaust System		
Exhaust stack gas temperature	531.1 °C	988.0 °F
Exhaust gas flow rate	102.1 m³/min	3605.5 cfm
Exhaust system backpressure (maximum allowable)	10.0 kPa	40.0 in. water
Heat Rejection		
Heat rejection to jacket water	182 kW	10375 Btu/min
Heat rejection to exhaust (total)	493 kW	28039 Btu/min
Heat rejection to aftercooler	121 kW	6860 Btu/min
Heat rejection to atmosphere from engine	91 kW	5182 Btu/min
Heat rejection from alternator	29 kW	1655 Btu/min

Emissions (Nominal) ²		Standby	
NOx	2129.1 mg/Nm ³	4.6 g/hp-hr	
CO	301.5 mg/Nm ³	0.6 g/hp-hr	
HC	8.8 mg/Nm ³	0.03 g/hp-hr	
PM	9.5 mg/Nm ³	0.03 g/hp-hr	
Alternator ³		Standby	
Voltages	480V	600V	
Motor Starting Capability @30% Voltage Dip	1019	1103	
Current	751.8	601.4	
Frame Size	M3154L4	M3136L4	
Excitation	Shunt Excitation		AREP
Temperature Rise	105°C	189°F	130°C 234°F

WEIGHTS & DIMENSIONS – OPEN SET



Base	Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Generator Set Weight kg (lb)
Skid (Wide Base)	4815 (189.6)	1630 (64.2)	2034 (80.1)	3756 (8280.6)
Integral Tank base	4815 (189.6)	1630 (64.2)	2584 (101.7)	4693 (10346.3)

FUEL TANK CAPACITY

Tank Design	Total Capacity		Useable Capacity	
	Litre	Gallon	Litre	Gallon
Integral	3671	969.7	3323	877.8

DEFINITIONS AND CONDITIONS:

¹For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

²Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 BTU/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

³UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.

APPLICABLE CODES AND STANDARDS:

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.

Note: Codes may not be available in all model configurations. Please consult your local Cat Dealer representative for availability.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

RATINGS: Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel Rates are based on fuel oil of 35° API [16° C (60° F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/litre (7.001 lbs/U.S. gal.). Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

LEHE2011-04 (11-19)

www.Cat.com/electricpower

SOUND ATTENUATED LEVEL 2

ENCLOSURES

D250GC – D600GC

60 Hz



FEATURES

Robust / Highly Corrosion Resistant Construction

- Factory installed on skid base or tanks base
- Environmentally friendly, polyester powder baked paint
- Enclosure constructed with 18-gauge steel
- Interior zinc plated fasteners
- Internally mounted exhaust silencing system
- Comply with ASCE/SEI 7 for Wind loads up to 100mph
- Designed and tested to comply with UL 2200 Listed generator set package

Excellent Access

- Large cable entry area for installation ease.
- Accommodates side mounted single or multiple breakers.
- Two doors on both sides.
- Vertically hinged allow 180° opening rotation
- Radiator fill cover.

Security and Safety

- Lockable access doors which give full access to control panel and breaker.
- Cooling fan and battery charging alternator fully guarded.
- Fuel fill, oil fill and battery can only be reached via lockable access.
- Externally mounted emergency stop button (Optional).
- Designed for spreader bar lifting to ensure safety.
- Stub-up area is rodent proof.

Sound Attenuated Level 2

- Caterpillar white paint
- UL Listed integral fuel tank with 24 hours running time capacity (Optional).
- DC lighting package (Optional)

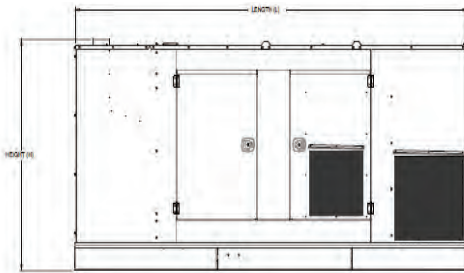
Enclosure Package Operating Characteristics

Enclosure Type	Standby ekW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft)
		m ³ /s	cfm	°C	°F	100% Load
Level 2 Sound Attenuated Enclosure (Steel)	250	6.4	13561	57	135	74
	300	6.4	13561	51	125	74
	350	7.4	15680	57	134	71
	400	7.4	15680	53	127	71
	450	8.4	17692	54	130	73
	500	8.4	17692	50	122	73
	550	11.2	23731	56	133	73
	600	11.2	23731	53	127	73

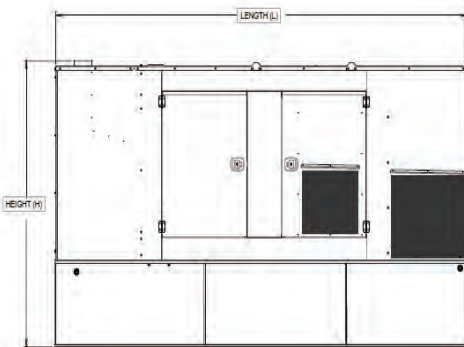
*Cooling system performance at sea level. Consult your Cat[®] dealer for site specific ambient and altitude capabilities.

Note: Sound level measurements are subject to instrumentation, installation and manufacturing variability, as well as ambient site conditions.

DIMENSIONS



Sound Attenuated Enclosure on Skid Base



Sound Attenuated Enclosure on a UL Listed Integral Fuel Tank Base

Image shown might not reflect actual configuration

WEIGHTS & DIMENSIONS

Enclosure Type	Standby Ratings, ekW	Length, L		Width, W		Height, H		Package Weights	
		mm	in	mm	in	mm	in	kg	lb
Sound Attenuated Enclosure on Skid Base	250	3958	155.8	1440	56.7	1991	78.4	2857	6298.6
	300							2945	6492.6
	350	4633	182.4	1630	64.2	2227	87.7	3983	8781.0
	400							4017	8856.0
	450	4823	189.8	1630	64.2	2777	109.3	4408	9718.0
	500							4457	9826.0
	550	4980	196.1	1865	73.4	2723	107.2	4754	10480.8
	600							4837	10663.8
Sound Attenuated Enclosure on UL Listed Integral Fuel Tank Base	250	3958	155.8	1440	56.7	2487	97.9	3497	7709.6
	300							3585	7903.6
	350	4633	182.4	1630	64.2	2644	104.1	4765	10505.0
	400							4799	10580.0
	450	4823	189.8	1630	64.2	2777	109.3	5345	11783.7
	500							5394	11891.7
	550	4980	196.1	1865	73.4	2723	107.2	5973	13168.2
	600							6056	13351.2

LET'S DO THE WORK.™

LEHE2014-02 (09-19)

www.Cat.com/electricpower

Resolution No. 20-901. Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication. CAT, CATERPILLAR, their respective logos, Caterpillar Yellow, the Power Edge and Cat Modern Hex trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission. **Exhibit B**



Project Sizing Report

Project Name/Ref #	Linden Well	Electricity Supply	60 Hz 480/277 V
Customer Name	City of Coeur d Alene	Connection	STAR
Region	U.S.	Max. Ambient Temperature	104.0 F
Prepared By	Rick Armstrong	Altitude	2,000.0 Ft. A.S.L
Modified Date	10-Dec-2019	Humidity	30%

Load Analysis Summary

Max Transient Load Step	926.8 SkVA / 200.9 SkW
Peak Transient Load Step	935.9 SkVA / 375.1 SkW
Final Running Load	322.6 kVA / 292.3 kW / 0.91 PF
Max Running Non Linear Load	2.1 RkVA
Maximum Running Load	322.6 kVA / 292.3 kW
Selection Criteria	Step Passed

Generator Set

Generator Set Model	(1) of C15	Nameplate Rating	500.0 kW / 625.0 kVA / 0.8 PF
Voltage Regulator and Slope	IVR 2:1 slope;	Site Output Rating	500 kW / 625 kVA
Feature Code	C15DECF	Rating Type	Standby
Fuel	Diesel	Open / Enclosure	Open
Sizing Methodology	Conventional	UL Listed	Yes
Capacity Used	58.5%		

Engine

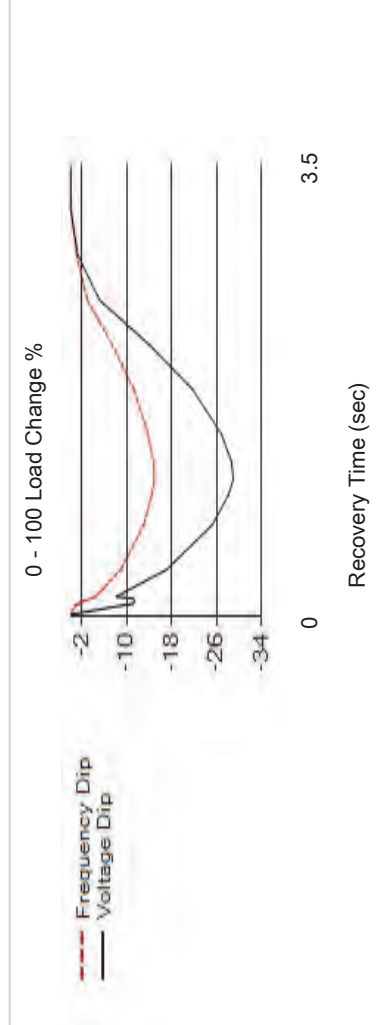
Make/Model	C15	Emissions / Certifications	EPA ESE
Aspiration	TA	Governor	ELEC
Cylinder Configuration	INLINE - 6	Aftercooler Type	ATAAC
Speed	1800 RPM	Displacement	928 Cubic Inch / 15 Liter

Engine Performance Number	DM8155	Bore	137.16
Resolution No		Stroke	171.45
		Compression Ratio	16.1:1
Alternator			
Alternator Type/Frame Size	LC / LC6134F	Insulation Class	H
Alternator Winding Pitch	0.6667	Temperature Rise	130 C
Excitation/Winding Type	PM / RANDOM	Number Of Poles	4
Alternator Arrangement Number	4183867	Number of Leads	12
		Rated Amps	751.8

**** See your Caterpillar dealer and/or Spec Sheet for technical information.

**** Package Power Tolerance: +/- 5%

Block Load(Only) Transient Response *			
Load Change %	FDip %	VDip %	Recovery Time (sec)
0 - 25	2.3	3.8	< 3
0 - 50	4.7	8.7	< 3
0 - 75	9.6	18.3	< 3
0 - 100	14.9	29.0	3.5



Transient Performance

The selected representative generator set was factory tested in accordance to NFPA 110 block load step capability and acceptable frequency and voltage response on load addition and rejection.

* Block Load (only) Transient Response values are at factory conditions. Genset block load capabilities at site conditions may vary from factory transient response test results due to a variance in site altitude or ambient conditions.

Note: This information is representative of a typical Caterpillar GenSet, but is not guaranteed. This estimate has tolerances, and there are also GenSet-to-GenSet variations.

Load Report

Project Name/Ref #	Linden Well	Electricity Supply	60 Hz 480/277 V
Customer Name	City of Coeur d Alene	Rating Type	Standby
Region	U.S.	Max. Ambient Temperature	104.0 F
Prepared By	Rick Armstrong	Altitude	2,000.0 Ft. A.S.L
Modified Date	10-Dec-2019	Humidity	30%
Generator Set Model	(1) of C15	Nameplate Rating	500.0 kW / 625.0 kVA / 0.8 PF

Load Details		Permitted			Predicted			Transient Inrush			Running			Resultant Peak			Cumulative Running		
Load Step	Load Description	FDip	VDip	FDip	VDip	FDip	VDip	SKVA	SKW	SKVA	SKW	kVA	kW	SKVA	SKW	kVA	kW		
Step 1-Step Passed																			
1.1	1x5.00 kW - Heater: Resistive, 3-Phase	30%	30%	30%	30%	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0						
1.2	1x1.00 Refrigerant Tons - Three Phase Air Conditioning Load: NEMA, 3-Phase Air	30%	30%	30%	30%	12.8	8.5	12.8	8.5	12.8	8.5	1.5	1.1						
1.3	1x2.00 kW - Lighting Load: Fluorescent Lighting, Distr. 3-Phase	30%	30%	30%	30%	2.7	2.0	2.7	2.0	2.7	2.0	2.1	2.0						
1.4	1x0.33 HP - Chlorine Injector Pump: NEMA, Single Phase Motor, Cap. Start/Ind. Run, Line 1-2, Loaded	30%	30%	30%	30%	4.0	3.2	4.0	3.2	4.0	3.2	0.7	0.5						
1.5	1x7.00kW - Chlorine Unit: Miscellaneous, Non-Motor, Linear	30%	30%	30%	30%	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0						
1.6	1x2.00kW - Telemetry Panel: Miscellaneous, Non-Motor, Linear	30%	30%	30%	30%	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0						
	Step 1 Total	30%	30%	0.2%	0.7%	33.7	27.7	33.7	27.7	33.7	27.7	18.4	17.6						
	Total Through Step 1													33.7	27.7	18.4	17.6		

Step 2-Step Passed																		
2.1	1x350.00 HP - Three Phase Motor Load: NEMA, 3-Phase Motor, Soft Starter, 300% Current Limit,	30%	30%	30%	30%	915.8	192.3	915.8	192.3	915.8	192.3	305.3	274.7					
	Step 2 Total	30%	30%	3.6%	18.6%	915.8	192.3	915.8	192.3	915.8	192.3	305.3	274.7					
	Total Through Step 2													925.1	367.6	322.6	292.3	

Intermittent Step-Step Passed																		
3.1	1x350.00 HP - Three Phase Motor Load: NEMA, 3-Phase Motor, Soft Starter, 300% Current Limit,	30%	30%	30%	30%	915.8	192.3	915.8	192.3	915.8	192.3	305.3	274.7					



10419 EAST TRENT AVENUE
SPOKANE WA 99206

Invoice

Date	Invoice #
12/13/2019	36305

Bill To

CITY OF COEUR D'ALENE
710 E MULLAN AVE
COEUR D' ALENE ID 83814

Ship To

CD'A POLICE

P.O. Number	Terms	Due Date	Rep	Project	TOTAL CONTRACT
	Net 30	1/12/2020		CDA POLICE 19-135	96400.00
Quantity	Description			Price Each	Amount
	REPLACEMENT OF CONTROL SYSTEM			96,400.00	96,400.00
Phone #		Fax #		Subtotal	
509-922-1717		509-927-4448		\$96,400.00	
				Sales Tax (0.0%)	
				\$0.00	
				Total	
				\$96,400.00	
				Payments/Credits	
				\$0.00	
				Balance Due	
				\$96,400.00	

001-008-4198-7625

ANNOUNCEMENTS

Memo to Council

DATE: December 30, 2019

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the January 7th Council Meeting:

BEN WOLFINGER

Civil Service Commission

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Melissa Tosi, HR Director

Memo to Council

DATE: December 16, 2019

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the January 7, 2020 Council Meeting:

ALI SHUTE

Arts Commission

A copy of the date sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director

OTHER BUSINESS

**GENERAL SERVICES
STAFF REPORT**

DATE: 12/23/2019

FROM: Monte McCully, City of Coeur d'Alene Trails Coordinator

SUBJECT: **Coeur d'Alene 3rd Street Boat Launch Project – WIF Grant**
(action required)

DECISION POINT:

Will the Parks and Recreation Commission seek permission from City Council to apply for a Waterfront Improvement Fund grant to purchase new boat docks and pilings at the 3rd Street Boat Launch.

HISTORY:

For 45 years, the 3rd Street Launch Ramps have been one of the highest used recreational access areas for boaters in the State. Services nearby include a no-cost marine pump-out, a mooring area where boaters may tie up, 50 boat-trailer parking stalls, a trailhead to Tubbs Hill, and access to McEuen Park, the Centennial Trail, and downtown shopping. These docks haven't been replaced since 2001 and have gone past the point where they can be repaired. The timber floats and cross beams are rotted which make repairs difficult if not impossible. The pilings have been hit and dinged to the point that they will break off and fall if they aren't replaced.

FINANCIAL ANALYSIS:

The largest portion of the funds for the boat dock and piling purchase will come from a state funded WIF grant, with the Coeur d'Alene Parks Department providing the grant match dollars. The grant match funds will come from the City's Waterfront Improvement fund, paid for by boat launch user fees.

City Waterfront Improvement Fund (funds from user fees):	\$21,884.00
State Waterfront Improvement Fund Grant (boat registration fees):	<u>\$124,007.00</u>
	Total: \$145,891.00

PERFORMANCE ANALYSIS:

The new pilings will be made of steel and the docks frame will be made of steel with polystyrene floats. The deck will be made of composite material. These docks are estimated to last for 50 years before needing replacement, as opposed to 15 to 20 years for wooden docks. This design of docks is what we have along the seawall and have held up extremely well.

DECISION POINT/ RECOMMENDATION:

Recommend City Council give permission to the Parks and Recreation Department to apply for an IDPR Waterfront Improvement Fund grant to purchase new boat docks and pilings at the 3rd Street Boat Launch, and to accept the grant if awarded.



City of
Coeur d'Alene
IDAHO

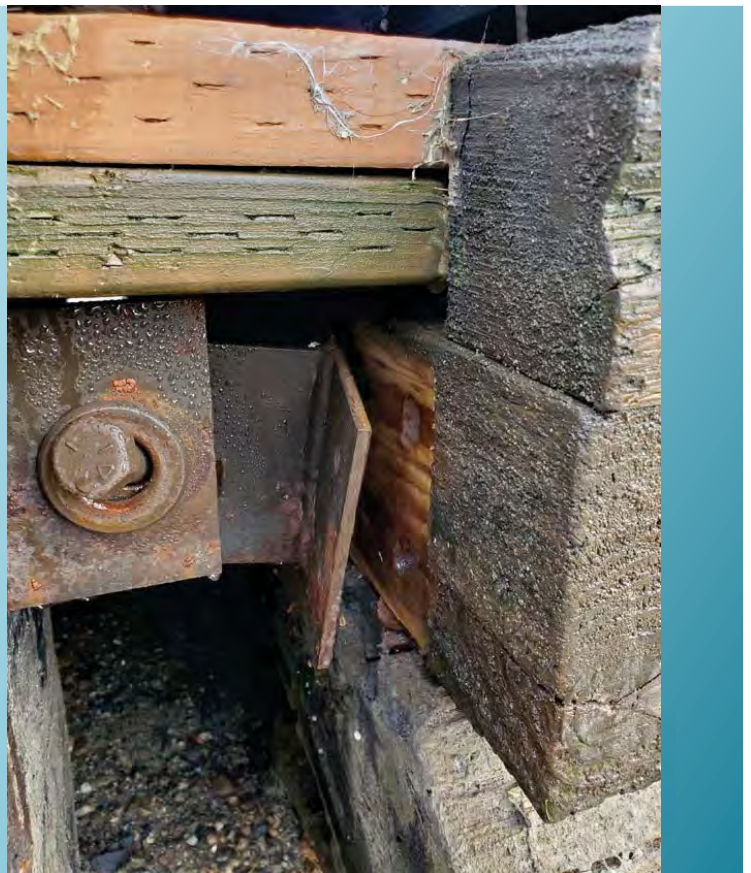
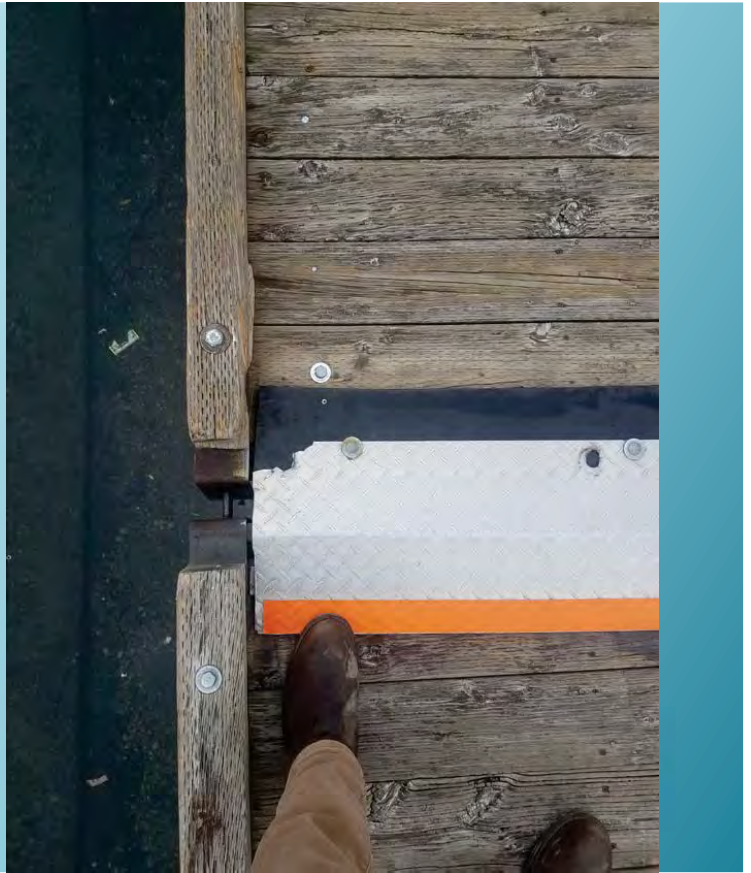
Coeur d'Alene 3rd Street Launch Docks Replacement Project



City of
Coeur d'Alene
IDAHO

Current Condition





New Docks





Thank You!

RESOLUTION NO. 20-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING STAFF TO APPLY FOR A WATERFRONT IMPROVEMENT FUND MATCHING GRANT TO PURCHASE NEW BOAT DOCKS AND PILINGS AT THE 3RD STREET BOAT LAUNCH, AND ACCEPTANCE OF GRANT FUNDS UPON AWARD.

WHEREAS, the IDPR Waterfront Improvement Fund has offered the City of Coeur d'Alene a grant in the amount of One Hundred Twenty-four Thousand Seven and No/100's Dollars (\$124,007.00), with the Parks Department providing Twenty-one Thousand Eight Hundred Eighty-four and No/100 Dollars (\$21,884.00) in matching funds, to purchase new boat docks and pilings at the 3rd Street Boat Launch for the Coeur d'Alene Parks and Recreation Department, and it is deemed to be for the best interests of the City of Coeur d'Alene and the citizens thereof to accept such grant;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City authorize staff to apply for and accept a grant identified as the 3rd Street Boat Launch Project – WIF Grant in the amount of One Hundred Twenty-four Thousand Seven and No/100's Dollars (\$124,007.00), a copy of which is attached as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute all instruments necessary to apply for and accept such grant on behalf of the City.

DATED this 7th day of January, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER WOOD Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.



CITY OF COEUR D'ALENE
PARKS DEPARTMENT

City Hall, 710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814-3958
208-292-5766 – Fax 208-769-2383

City of Coeur d'Alene
710 E Mullan
Coeur d'Alene, ID 83814-3958
November 26th, 2019

Kathy Muir
IDPR Grants Manager
IDPR
5657 Warm Springs Ave
Boise, Idaho 83720

Dear Kathy:

As the Director of the City of Coeur d'Alene Parks and Recreation Department and I'm writing to inform you of the City of Coeur d'Alene's commitment to the Waterfront Improvement Fund grant match. The Parks Department will provide a match in the amount of \$21,884 for the Coeur d'Alene 3rd Street Boat Launch Replacement Project.

Sincerely,

Bill Greenwood
Director
City of Coeur d'Alene
Parks and Recreation Department
(208) 769-2251

**CITY COUNCIL
STAFF REPORT**

DATE: January 7, 2020
FROM: Chris Bosley – City Engineer
SUBJECT: Wilbur Avenue Traffic Signal Design

=====

DECISION POINT:

Staff is requesting approval to award a design contract to T-O Engineers for the design of the future Wilbur Avenue/Ramsey Road traffic signal.

HISTORY:

Greenstone Homes is preparing to begin development of another phase of Coeur d’Alene Place. This phase will construct the intersection of Wilbur Ave with Ramsey Road. A subsequent phase will extend Wilbur Ave to Moselle Drive, facilitating traffic movements in and out of the large residential area. Once that connection is made, a traffic signal will be needed at Ramsey Road and Wilbur Ave. Greenstone Homes would like to have the underground work complete in coordination with their next phase to eliminate the need to tear out new construction when the signal is warranted during another phase. T-O Engineers is on the City’s on-call roster for engineering services and has the ability to complete the traffic signal design.

FINANCIAL ANALYSIS:

The traffic signal design fee is \$19,900. The funding would come from impact fees.

PERFORMANCE ANALYSIS:

Approval of this agreement will allow completion of the traffic signal design for inclusion of the underground work in the next phase of Coeur d’Alene Place.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council approve a design contract with T-O Engineers for the design of the future Wilbur Avenue/Ramsey Road traffic signal.

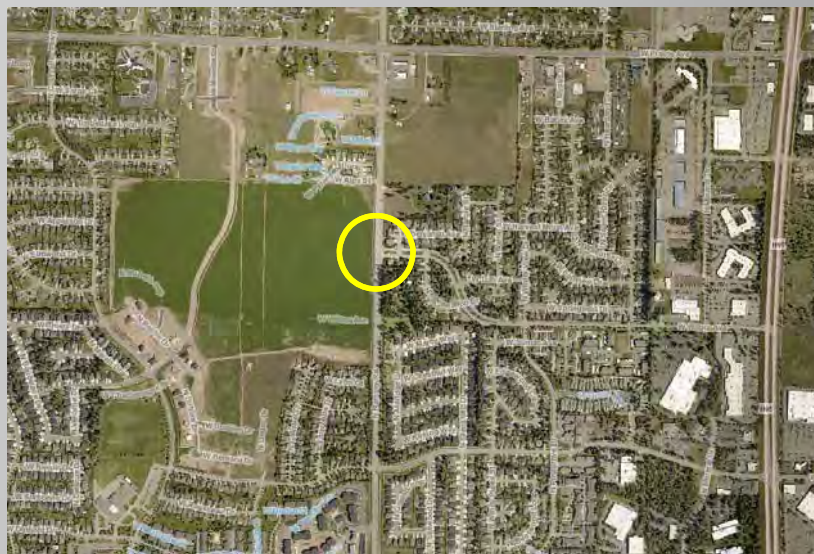
Wilbur Ave Traffic Signal Design



January 7, 2020

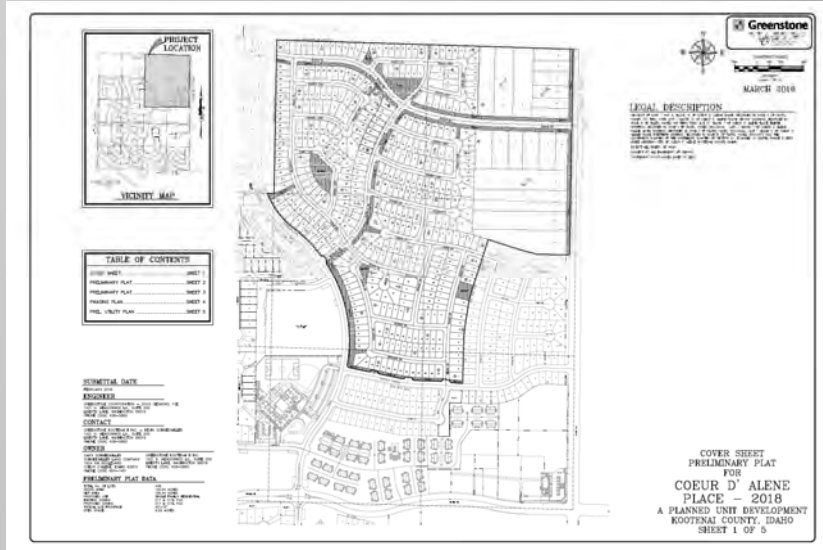
1

Wilbur Ave Traffic Signal Design



2

Wilbur Ave Traffic Signal Design



RESOLUTION NO. 20-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH T-O ENGINEERS, INC., FOR DESIGN OF THE FUTURE WILBUR AVENUE/RAMSEY ROAD TRAFFIC SIGNAL.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with T-O Engineers, Inc., for the design of the future Wilbur Avenue/Ramsey Road traffic signal 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 design of the future Wilbur Avenue/Ramsey Road traffic signal with T.O. Engineers, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference 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 agreement 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 January, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER WOOD Voted _____

COUNCIL MEMBER EVANS Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

And

T-O ENGINEERS, INC.

For

DESIGN OF THE FUTURE WILBUR AVENUE/RAMSEY ROAD TRAFFIC SIGNAL

THIS Agreement is made and entered into this 7th day of January, 2020, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and T-O ENGINEERS, INC., a private corporation, with its principal place of business at 7950 N Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

Section 1. Definition. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means T-O Engineers, Inc., 7950 N Meadowlark Way, Coeur d'Alene, ID 83815.

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within one hundred eighty (180) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed Nineteen Thousand Nine Hundred and NO/100 Dollars (\$19,900.00).

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days

before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

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

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest or duty in this Agreement and shall not transfer any interest or duty in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data electronic files, or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's sub-Consultants. To the extent allowed by law, the City shall

indemnify and hold harmless the Consultant and Consultant's sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement and not arising from

Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 26. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. The Consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, sexual orientation, and/or gender identity/expression in the selection and retention of sub-Consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations and City Code relative to non-discrimination on the grounds of race, color, sex, national origin, sexual orientation, and/or gender identity/expression.

D. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Consultant's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Consultant under the contract until the Consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

The Consultant shall include the provisions of paragraphs (A) through (E) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or supplier as a result of such direction, the Consultant may request ITD enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

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

CITY OF COEUR D'ALENE

T-O ENGINEERS, INC.

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title

**Scope of Work
Exhibit "A"**

January 1, 2019

Chris Bosely, P.E.
Project Manager/City Engineer
City of Coeur d'Alene, Idaho
CBOSLEY@cdaid.org

**RE: Ramsey Road/Wilbur Avenue Traffic Signal Design,
T-O Engineering Scope of Work and Budget Proposal**

Dear Mr. Bosely,

Thank you for this opportunity to provide a scope, budget, and schedule proposal for T-O Engineers and Reich Engineering, LLC to provide signal design services for the Ramsey Road/Wilbur Avenue intersection. We understand this is a three-leg intersection with a westbound, stopped approach. The development of property to the west by Greenstone Homes, with whom we have worked with in the past, will add a west leg to the intersection that will likely precipitate the need for a traffic signal.

Per coordination with your office, this project will require design services similar to consultant works provided for the Kathleen Avenue/Forest Service Access Road signal. As consultant lead, my recollection is this project required a traffic study, some survey, plans, specifications, and a bid estimate. This letter replicates these services with our proposal for the Ramsey Road/Wilbur Avenue project.

T-O Engineers would provide oversight, supplemental survey, develop studies, geometric design, and lead the PS&E process. Reich Engineering is an exclusive strategic partner of our firm and will support the team with traffic signal design and specifications.

SCOPE OF SERVICES

The following sections outline the scope elements, or tasks, expected for this project. The scope of work was developed based on the project understanding identified above, as per our 12/4/2019 meeting.

Task 1. Project Kickoff, Survey, Background Research, and Base Map

A kickoff meeting will be performed with the City Engineer to confirm scope of the project and schedule, confirm materials and plan/specification requirements, and to discuss unique project elements. From this point on, we will coordinate with the City bi-weekly by email to report project status, coordinate direction, discuss potential issues, and assure the project is continually directed in the best interests of the City.

The City and/or Greenstone Homes will provide available topographic surveys for the intersection. As the detection would be promoted with radar, extensive approach survey is not required for pavement design. With that said, we do anticipate the need to develop a geometric plan for the intersection and corner obstructions are often missed with typical civil survey. Our scope of work anticipates the need to provide supplemental survey to support signal design. As needed, we anticipate up to a day in the field to confirm curb and gutter-lines, existing striping, in-road utility access, and adjacent landings within about 15-feet of curb (includes elements such as sidewalk, street signs, power and light, vaults, surface utilities, etc.) as extending about 300-feet to the north and south, and 200-feet to the east of the intersection.

The street design will be secured from Greenstone for the west leg of the intersection. From this, available survey and supplemental survey, an existing project base map will be developed upon which signal and



geometric/stripping and signing designs would be performed. As an extension of the survey, intersection turning movement and street/tube counts would be collected to support a traffic study. The count will be performed by our count vendor.

In addition, we will work with City engineers to assemble information relevant to project development (as available) including, but not necessarily limited to, the collection of:

- ◆ Existing utility and purveyor information and contacts.
- ◆ Current Excel bid quantity sheets and bid price histories.
- ◆ Current City design practice as it pertains to signals.
- ◆ Confirm AutoCAD or MicroStation standards (line weights, symbols, etc.) common to City plans.
- ◆ Available geotechnical data from USGS or City.

Deliverables: A topographic survey and base maps on 22x34, as submitted to City in electronic format.

Task 2. Traffic Studies

The traffic study will be developed to accomplish two tasks: provide warrants to support the need for a traffic signal and provide guidance for geometric and traffic control (i.e. signal phasing) designs. The analysis would be performed based on existing, year 2025, and year 2040 traffic conditions, reviewing weekday, AM peak hour, and PM peak hour traffic conditions. Baseline traffic growth and development trips would be addressed with forecasts. The methods of the *Manual on Uniform Traffic Control Devices* (MUTCD, 2009) and Highway Capacity Manual (TRB, 2016) would be used to provide determinations, as applied per City of Coeur d'Alene guidelines and capacity thresholds.

Deliverables: A signal warrant and geometric study would be submitted in PDF format.

Task 2. Design, Specifications, and Cost Estimate

The project includes plans and specifications regarding designs for:

- ◆ Traffic signal assembly including signal heads, poles, mast arms, signal heads, radar detection (or other detection), pull/controller boxes, conduits, preemptive devices, circuits, power connection, and ITS interconnect, etc.
- ◆ Pedestrian crossing devices (countdown signals, pushbuttons, etc.).
- ◆ Roadway geometrics/stripping and signage.
- ◆ Potential relocation of utility equipment, as needed (power, utility boxes, vaults, etc.).

Project deliverables include the submittal of a design plans and specifications provided for 60 percent, 90 percent, and 100-percent final designs. The 60 percent design establish the signal, geometric/stripping, and signing designs. Extensive comments are anticipated at this stage of the project. The 90 percent submittal would address City comments to the 60% submittal and provide draft specifications and a bid estimate. The 90% review comments will be addressed, resulting in development of final 100 percent designs, specifications, and estimates. Final submittals will be stamped by a professional engineer licensed in Idaho. Plan sheets would include:

- ◆ Project identification/description sheet (cover),
- ◆ Demolition/removal plan,
- ◆ Signing and stripping plan,
- ◆ Signal Wiring Plan,
- ◆ Traffic Signal Detail Plan, and
- ◆ Signal/Project Specifications Plan.



Our scope assumes any traffic control plans would be developed by the contractor per specifications provided with the PS&E submittal. This (lack of a traffic control plan) is typical on signal design projects (where no reconstruct occurs). However, a traffic control plan can be provided if desired by the City.

Deliverables: Plans would be provided electronically on 11x17 and 22x34 printable document files (.pdf) during the 60, 90, and 100-percent submittals. Final plans would be stamped electronically as 11x17 and 22x 34 documents for distribution by City staff. Draft specifications will be submitted in an electronic Word (.docx) format and a copy of the engineering estimate will be provided in an Excel at the 90-percent submittal. After comments are addressed, specification and the bid estimate will be provided in pdf format for distribution by City staff.

Task 3. Bid Support

Our scope of work anticipates T-O Engineers would be available to address bid questions directed to us via email through City staff. T-O Engineering construction management and construction survey/staking can be provided as a separately scope services, as needed. However, we have assumed for this scope that these services would be provided by City staff.

Deliverables: We will respond via email to emailed bid questions within one working day.

Task 4. Project Management, Meetings, and Administration

This task simply acknowledges budget for the project manager and support staff to coordinate and administer the project including actions such as email, phone calls, meetings, invoice coordination, schedule and budget supervision, reporting, etc. We anticipate meeting with City staff two additional times outside of the kickoff meeting. Additional meetings may be subject to time and materials billings.

Task 5. Quality Control

A supervising engineer with our firm will provide principal quality control for this project, as it pertains to traffic studies, project designs, and bid support.

BUDGET AND SCHEDULE

We propose this as a time and materials (T&M) project with a consultant budget of \$19,900 estimated for services rendered, which includes the support of our sub-consultant and count vendor. A breakdown of our consultant budget has been attached. Tasks or services not desired (by the City) can be reduced from the scope with budget adjusted accordingly (i.e. not invoiced), per the attached schedule. Additional services not identified could be subject to a scope and budget change order, as subject to approval by the City Engineers office.

The City has set an aggressive schedule for the project, given it takes some time to acquire signal materials, and all funds must be used or committed by October 2020. We will work in earnest to meet this schedule, summarized as follows:

- ◆ January 21, 2020 - Project Kickoff (Approximate)
- ◆ March 6, 2020 - Submittal of Study and 60% Plans
- ◆ March 27, 2020 - Submittal of 90% Plans, Draft Specs, and Estimate
- ◆ April 17, 2020 - Submittal of 100% Plans, Draft Specs, and Estimate
- ◆ April 27, 2020 - Bid Project for Construction
- ◆ May 11, 2020 - Award Project
- ◆ May 29, 2020 - Timeline Contingency
- ◆ June 1 to August 31, 2020 - Construction to Occur within Timeframe



T·O ENGINEERS

SUMMARY

We anticipate the survey, traffic study, and PS&E project for the Ramsey Road/Wilbur Road intersection will be complete and ready for bid in May with construction possible within the summer of 2020, if desired by City officials. The tasks outlined by this letter would have a budget potential of \$19,900, as provided on a time and materials basis. As this is a T&M project, the scope and budget can be adjusted by the City. A reduction of services would result in time not being invoiced to the full budget potential. Additional services could be subject to a scope and budget amendment.

Thank you for this opportunity. We are eager to work with the City of Coeur d'Alene on this project. Please contact our office if you have questions, or wish to modify the scope assumptions of this letter to better suite the needs of the City.

Sincerely,

William (Bill) White
Regional Transportation Lead, T-O Engineers
On Behalf of Airway Heights Public Works
bwhite@to-engineers.com
509.742-0696

**CITY COUNCIL
STAFF REPORT**

DATE: January 7, 2020
FROM: Chris Bosley – City Engineer
SUBJECT: FY 2022 LHSIP Grant Application

=====

DECISION POINT:

Staff is requesting approval to submit an application for a Local Highway Safety Improvement Program (LHSIP) application to make pedestrian safety improvements in Coeur d’Alene.

HISTORY:

Another Federal grant opportunity has become available, administered by the Local Highway Technical Assistance Council (LHTAC) to provide safety improvements. This same grant was awarded to the City in 2018 for traffic signal upgrades on Sherman Ave and Lakeside Ave. Those improvements will occur in FY 2021. This FY 2022 grant application, which is due on January 16th, would fund pedestrian safety improvements and ADA compliance at several needed locations throughout the City.

FINANCIAL ANALYSIS:

The City’s estimated match requirement for the LHSIP grant is \$37,801. Though not currently budgeted for, if awarded the grant, the funding would need to be included in the FY 2022 budget. The resulting project would provide approximately \$515,000 in pedestrian safety improvements in Coeur d’Alene.

PERFORMANCE ANALYSIS:

Approval of this agreement will allow staff to submit the funding application, which is due January 16th. If awarded, the funding will provide improved pedestrian safety and ADA accessibility in Coeur d’Alene.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council approve the request to submit the Local Highway Safety Improvement Program (LHSIP) application.

FY 2022 Local Highway Safety Improvement Program Application

Please respond to the following questions:

Local Highway Jurisdiction:	City of Coeur d'Alene
Contact Person:	Chris Bosley
Mailing Address:	710 E. Mullan Ave.
Phone:	208-769-2216
E-Mail Address:	cbosley@cdaid.org

- 1 Is this safety project for a single site or a systemic solution?
- 2 How many fatalities have occurred at this site/s in the past 5 years?
 *Fatal Crashes
- 3 How many serious (A) injury crashes have occurred at this site/s in the past 5 years?
 *Serious Injury Crashes
- 4 How many evident injury (B) crashes have occurred at this site/s in the past 5 years?
 Evident Injury Crashes
- 5 How many crashes with possible injury (C) have occurred at this site/s in the past 5 years?
 Possible Injury Crashes
- 6 How many crashes involved property damage only (PDO) in the past 5 years?
 Property Damage Only Crashes

** To be eligible, a project must have at least one Fatal or Type A Injury Accident.*

Select Countermeasures:

	Countermeasure 1 (from Toolbox)	Crash Reduction Factor 1 (percentage)	Service Life 1 (years)	*Project Cost 1 (dollars + match)
7	<input type="text" value="Install RRFB"/>	<input type="text" value="47.40%"/>	<input type="text" value="7"/>	<input type="text" value="\$ 206,000"/>
8	Select Countermeasure 2 <input type="text" value="Improve/Install Ped Crossing"/>	Crash Reduction Factor 2 <input type="text" value="25.00%"/>	Service Life 2 <input type="text" value="20"/>	Project Cost 2 <input type="text" value="\$ 309,000"/>
9	Select Countermeasure 3 <input type="text"/>	Crash Reduction Factor 3 <input type="text"/>	<input type="text"/>	Project Cost 3 <input type="text"/>

Result: Benefit-Cost Ratio

Estimated LHJ Cost:

** Project cost should include environmental, LHTAC, CE&I and State administrative cost. Estimated cost may be adjusted upon receipt and review of application by LHTAC staff.*

Additional Questions:

Does your jurisdiction have a Title VI plan that complies with 28 CFR 35.105 regarding Americans with Disabilities Act (ADA) and complying with 23 CFR 200, Civil Rights Title VI Program? Yes No

Who is your point of contact for your plan?

Please Include with this Application:

- A one page project description
- A Vicinity Map with Project Area clearly marked
- An ITD 1150 Form (financial estimate)
- An ITD 1983 Form (right-of-way)
- An ITD 2435 Form (Federal-aid project request)

FY 2022 LHSIP Grant Application



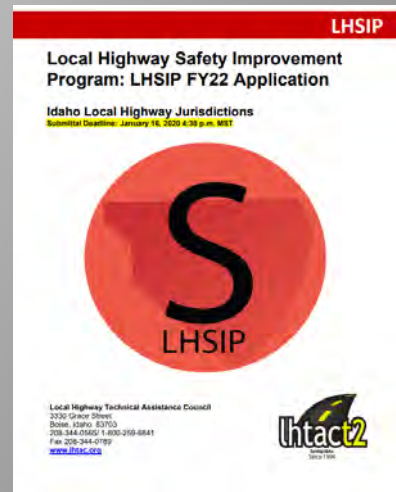
January 7, 2020

1

FY 2022 LHSIP Grant Application

Local Highway Safety Improvement Program

- Scoring based on Benefit-Cost Ratio
- Aimed at reducing Fatal or Serious Injury Type A Crashes
- 7.34% Local Match Requirement
- Rectangular Rapid Flashing Beacons provide best Benefit-Cost Ratio

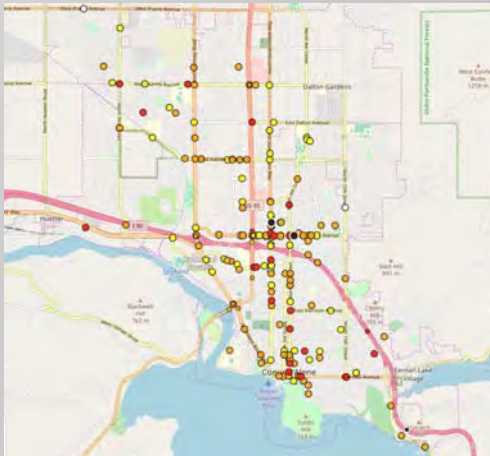


2

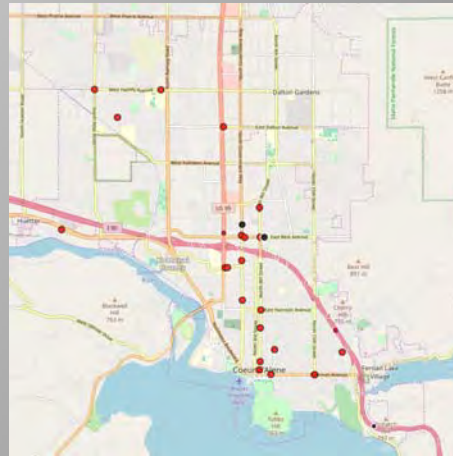
FY 2022 LHSIP Grant Application

5-Yr Crash Data

Pedestrian & Bicycle



Type A & Fatal



3

FY 2022 LHSIP Grant Application

Rectangular Rapid Flashing Beacons



4

Proposed Locations

Hanley Ave & Madellaine Dr



5

Proposed Locations

Bosanko Ave & Howard St



6

Proposed Locations

Riverstone Drive: 3 Locations



Centennial Trail Crossing



Near Bardenay



Beebe Boulevard

7

Proposed Locations

Best Ave & 6th St



8

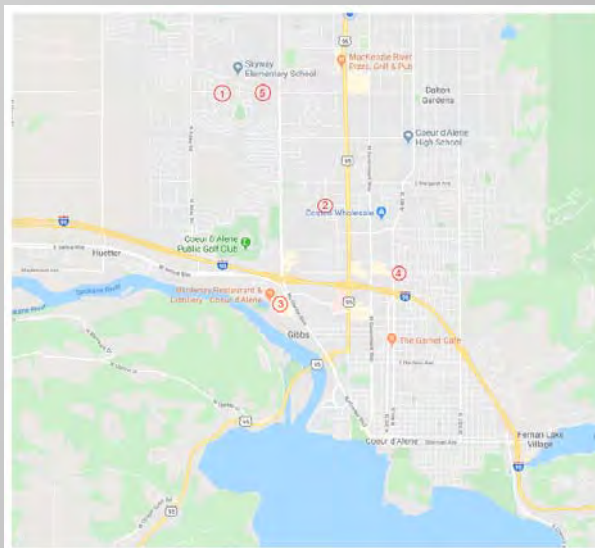
Proposed Locations

Hanley Ave @ Lake City High School



9

Proposed Locations



Proposed RRFB Locations:

1. Hanley Ave. & Madellaine Dr.
2. Howard St. & Bonsanko
3. Riverstone - 3 Locations
4. Best Ave. & 5th St.
5. Hanley Ave. & Hickory Dr.

10

**CITY COUNCIL
STAFF REPORT**

DATE: January 7, 2020
FROM: Chris Bosley – City Engineer
SUBJECT: Atlas Road Preliminary Budget Evaluation

=====

DECISION POINT:

Staff is requesting approval to award a preliminary budget evaluation contract to J-U-B Engineers for future Atlas Road improvements.

HISTORY:

Much of Atlas Road remains as a rural road and hasn't been updated to an urban street design per City standards. The street requires much maintenance in terms of regular patching and pothole filling, particularly south of Hanley Ave. The City's desire is to reconstruct Atlas Road into a 3-lane urban section, complete with curb, gutter, and stormwater swales. KMPO is currently requesting applications for funding transportation projects. More points are awarded to projects that are further along in design. By contracting J-U-B to complete the preliminary budget evaluation, additional points would be awarded toward this project as well as giving the City a more accurate depiction of costs and impacts, particularly right-of-way and utility. J-U-B Engineers is on the City's on-call roster for engineering services and has the ability to complete the preliminary budget evaluation.

FINANCIAL ANALYSIS:

The preliminary budget evaluation fee is \$15,000. The funding would come from impact fees.

PERFORMANCE ANALYSIS:

Approval of this agreement will allow completion of the preliminary budget evaluation, giving the City a better understanding of costs and impacts, as well as improving chances of funding.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council approve a contract with J-U-B Engineers for the preliminary budget evaluation of Atlas Road.

Atlas Road Preliminary Budget Evaluation



January 7, 2020

1

Atlas Road Preliminary Budget Evaluation



2

Atlas Road Preliminary Budget Evaluation



3

Atlas Road Preliminary Budget Evaluation



Atlas/Industrial
Loop Project
Update



4

RESOLUTION NO. 20-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH J.U.B. ENGINEERS, INC., FOR PRELIMINARY BUDGET EVALUATION FOR THE FUTURE ATLAS ROAD IMPROVEMENT PROJECT.

WHEREAS, the City Engineer has recommended that the City of Coeur d'Alene enter into a contract with J.U.B. Engineers, Inc., for the preliminary budget evaluation for the future Atlas Road improvement project 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 the preliminary budget evaluation for the future Atlas Road improvement project with J.U.B. Engineers, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference 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 agreement 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 January, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER WOOD Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
And
J-U-B ENGINEERS, INC.
For
ATLAS ROAD PRELIMINARY BUDGET EVALUATION

THIS Agreement is made and entered into this 7th day of January, 2020, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B ENGINEERS, INC., a private corporation, with its principal place of business at 7825 N Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

Section 1. Definition. In this agreement:

A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B Engineers, Inc., 7825 N Meadowlark Way, Coeur d'Alene, ID 83815.

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within one hundred eighty (180) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed Fifteen Thousand and NO/100 Dollars (\$15,000.00).

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days

before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

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

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest or duty in this Agreement and shall not transfer any interest or duty in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data electronic files, or other materials prepared under this Agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's sub-Consultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 26. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. The Consultant shall comply with the Regulations relative to non-discrimination in

federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, sexual orientation, and/or gender identity/expression in the selection and retention of sub-Consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations and City Code relative to non-discrimination on the grounds of race, color, sex, national origin, sexual orientation, and/or gender identity/expression.

D. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Consultant's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Consultant under the contract until the Consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

The Consultant shall include the provisions of paragraphs (A) through (E) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or supplier as a result of such direction, the Consultant may request ITD

enter into such litigation to protect the interests of the state and, in addition, the Consultant may request the USDOT enter into such litigation to protect the interests of the United States.

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

CITY OF COEUR D'ALENE

J.U.B. ENGINEERS, INC.

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title

**Scope of Work
Exhibit "A"**

Attachment A – Scope of Services
City of Coeur d’Alene - Atlas Road Preliminary Budget Evaluation

Project Description:

The City of Coeur d’Alene wishes to evaluate Atlas Road between the I-90 bridge and Hern Avenue for possible reconfiguration and funding needs. The project will exclude the portion of roadway that is currently under construction near Industrial Loop and excluding frontage improvements planned between Hearn Avenue and Hanley.

The existing road generally consists of 2 travel lanes with intermittent curb and gutter and a separated pathway on the east side of the road to Kathleen and on the west side of the road south of Kathleen. The revised road section will include a 3-lane urban section with curb and gutter on both sides, and dedicated bike lanes and separated paths, where feasible. The goal is to keep improvements within the City’s existing right-of-way, estimated at 25 feet right and left of centerline if possible. This important improvement project will connect bicycle traffic between the Prairie Trail and the Seltice Way bike path.

At this time, the City would like to evaluate the feasibility of the project, conceptualize the improvements to identify challenges, opportunities and potential future project phasing, prepare a concept-level engineer’s estimate and identify potential project funding sources.

Scope Outline:

To assist the City with planning, J-U-B proposes to:

- Collect and review available right-of-way information for the corridor, including:
 - CDA GIS shapefiles for property lines
 - Use the above info gathered plus county assessor’s info for use in concept exhibits (no survey boundary work will be completed at this time)
- Collect and review utility information for the corridor, including
 - Obtaining a list of utilities along the corridor
 - CDA provide GIS shapefile for all utilities
 - Contacting each utility via email to obtain any missing mapping
- Conduct a site review and limited geometric data collection along the corridor
- Attend a meeting with the City to discuss preliminary findings, confirm feasible typical sections, and obtain additional input from the City
- Prepare up to 3 exhibits outlining proposed improvements, including
 - Overall project map (1)
 - Typical sections/details (2)
 - Potential future project phasing based on funding options
- Prepare a concept-level Engineer’s Opinion of Probable Cost including QA/QC review
- Compile and submit a draft package of exhibits, cost and potential funding opportunities to the City for review
- Attend a review meeting with the City to discuss the draft submittal
- Finalize the draft submittal, incorporating City comments
- Perform contract management, invoicing, file management and project management throughout.

Attachment A – Scope of Services
City of Coeur d’Alene - Atlas Road Preliminary Budget Evaluation



ATTACHMENT B - Fee Breakdown
BASIS OF FEE ESTIMATE



Atlas Road Widening Concept, City of Cda
 Project Number: TBD
 Prepared By: Angela Comstock

OTHER JUB COMPANIES
 Atlas Road Widening Concept Evaluation, City of Cda
 TBD
 AKC

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Program Manager - Lead	PE - Discipline Lead	Design Engineer	Assistant Engineer	CAD Designer - Senior	Administrative Assistant	Total Compensation
		Total Hours	23	18	35	42	21	5	144
		Concept and Cost Preparation	\$3,360	\$3,280	\$3,980	\$2,730	\$1,230	\$410	\$15,000
		Total Costs							