



Coeur d'Alene

CITY COUNCIL MEETING

December 1, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Adams, Edinger, 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

November 17, 2015

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 November 17, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Loren Ron Edinger) Members of Council Present
Dan Gookin)
Kiki Miller)
Steve Adams)
Woody McEvers)
Amy Evans)

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

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

ACCESSIBILITY DURING THE WINTER PRESENTATION: Virgil Edwards with Disability Action Center Northwest explained the importance of proper snow removal during the winter. He noted that people often do not intend to move snow covering the accessible parking stalls, but they do and this is a violation of the Americans with Disability Act. He reminded citizens that everyone benefits from accessible routes. Angela MacDonald, Independent Living Specialist with Disability Action Center, explained that accessible routes being clear is a safety issue for all including those with small children and the elderly. She encouraged citizens to remove snow from the sidewalk in front of their homes to allow for accessible routes of travel and to call violations into the City's Code Enforcement Officer, Shawn Youngman, 769-2390. Local citizen Don Waddell stated that lack of snow removal is a safety issue and that those with mobility disabilities cannot use the businesses that do not clear the snow appropriately. If snow is placed in the accessible stalls at the beginning of the winter is easily turns to ice and remains there the rest of the season. The code requires property owners to remove the snow and they can be charged with a misdemeanor, but enforcement is not there yet. Mayor Widmyer reiterated that this is a good reminder for all to keep their sidewalks clear and expressed appreciation to the group for their message.

PROCLAMATION: DIABETES AWARENESS WEEK NOVEMBER 16, 2015: Mayor Widmyer proclaimed the week of November 16-22, 2015 as Diabetes Awareness Week. Hailie Velasco accepted the proclamation and explained that she is 9-years old and has Type 1 Diabetes. Over the past year, she has gone through 4,345 finger pokes, 1,200 injections, and 24 pump insertions. She noted that at the beginning of each meal she must analyze how much insulin she needs. Due to her Mom's knowledge, she noticed the symptoms before it got too

bad. She is hoping to raise money to find a cure. The Mayor thanked her for her information and her bravery.

TUBBS HILL FIRE PREVENTION PRESENTATION: Deputy Fire Chief Glenn Lauper explained the status of the Tubbs Hill access trail and noted that the City completed the plans to finish the last 1,100-foot section of fire road for connectivity on Tubbs Hill. This will aid in keeping the fires small and allow for quick response times. Parks Department staff has presented this idea to the Natural Open Space Committee and Tubbs Hill Foundation several times over the years. The fire road was included in the Natural Open Space Master Plan. Last September, the Tubbs Hill Foundation was given notice of the City's intent to build the road and the Foundation has endorsed the engineered plan for the road. Parks Superintendent Bill Greenwood presented a map of the access road area. He noted that the roadway would pass by the water tanks and connect into the existing roadway.

Councilmember McEvers asked if the water from the water tank is used to fight fires. Deputy Lauper stated that there are hydrants in the vicinity that would be used, not a direct connection to the tank. Mr. Greenwood explained that there is an opportunity to use a flat area near the tank to refuel trucks with water. Deputy Lauper stated that under the right circumstances, the hill could burn within two hours and this road would allow them to get there and keep the fires small. Councilmember Gookin noted that this project will begin soon and would like the message out to the public, so they understand what is occurring. He also asked how many trees have to be removed. Mr. Greenwood explained that they hope it will be less than twelve that are 6 inches or greater, but cautioned that until they get into construction they do not know for sure. Councilmember Gookin asked for an explanation as to why the road is needed if the City is purchasing a fireboat. Deputy Lauper explained that the fireboat will be able to cover the hill from the water up to 200 feet and that the road will provide coverage over 200 feet above the road. Councilmember Miller asked if this road would help with other public safety aspects of the hill such as responding to medical needs. Mr. Greenwood confirmed that it would be a benefit if someone was injured for emergency response access and law-enforcement related issues. Councilmember Edinger commended Deputy Lauper and Mr. Greenwood for getting this through the Tubbs Hill Foundation, as they are very protective of the hill.

CONSENT CALENDAR: Motion by McEvers, second by Gookin, to approve the consent calendar.

1. Approval of Council Minutes for November 3, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for November 23, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Beer/Wine License transfer from Chinese Gardens to China Inn; Wen Luo, Qin Li at 310 N. 4th Street.
5. Approval of Beer/Wine License to Paint CDA, LLC at 728 N. 4th Street (New).
6. Cemetery Lot Repurchase from Edward & Jean Holt; Lots 068 and 078, Block A, Riverview Section; Forest Cemetery.
7. **Resolution No. 15-063** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE

INCLUDING APPROVING A PERMIT AGREEMENT WITH ROW ADVENTURES FOR ACCESS TO INDEPENDENCE POINT FOR LAUNCHING KAYAKS FOR GUIDED TOURS; APPROVING A LEASE AGREEMENT WITH BROOKS SEAPLANE SERVICE, INC. FOR MOORAGE SPACE ON COMMERCIAL DOCK BAY 5.

8. Approval of Beer/Wine License transfer from Andiamo of CDA to ASLK, LLC; 1735 West Kathleen Avenue (Fairway Gas & Go)

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye; Edinger Aye.
Motion Carried.

MAYOR AND COUNCIL ANNOUNCEMENTS:

Mayor Widmyer asked for the appointment of Bruce Hathaway to the CDATV Committee.

MOTION: Motion by Edinger, seconded by McEvers to approve the appointment of Bruce Hathaway to the CDATV Committee.

DISCUSSION: Woody explained that Bruce used to be the camera operator for the cable channel long before it was CDATV and was one of the founding members of the CDATV Committee.

Motion carried.

APPROVAL OF THE 2015 SNOW PLAN – Due to a windstorm and emergency response needed by the Street Department, this item was continued to the next City Council meeting.

ACCEPTANCE OF CANVASSED ELECTION RESULTS

MOTION: Motion by McEvers, seconded by Miller to accept the canvassed election results as presented by Kootenai County and that the results be reflected in the minutes of this meeting.

Motion carried.

**Kootenai County
November 3, 2015
City & Fire District Election**

Coeur d'Alene City						
	City Council Seat #1		City Council Seat #3	City Council Seat #5		
Precinct	Loren Ron Edinger	Toby Schindelbeck	Dan Gookin	Steve Adams	Dan English	Bruce MacNeil
37	50	33	73	31	43	7
38	117	53	127	65	98	8
39	88	101	132	92	87	8
40	96	80	129	87	81	6
42	60	29	69	39	47	5
43	104	54	121	70	78	10
44	93	33	97	46	76	6
45	61	35	77	46	45	3
46	123	85	162	88	107	15
47	147	90	180	105	121	14
48	63	29	73	44	45	7
49	68	44	78	48	62	6
50	51	33	72	44	40	3
51	42	22	51	25	37	2
52	72	43	89	44	65	8
53	86	37	95	51	63	8
54	104	41	95	54	87	6
55	85	26	80	35	70	5
56	88	23	83	29	76	4
57	82	22	68	28	67	8
58	158	37	126	47	135	10
59	76	18	74	24	67	4
60	75	21	79	31	61	4
61	20	7	21	7	18	3
62	33	25	44	28	28	1
CdA ABS	1074	530	1245	586	927	100
CdA/CdA ANNEX ABS	15	8	19	8	14	2
Co. Total	3131	1559	3559	1802	2645	263

V-15-4– VACATION OF A TEMPORARY BICYCLE TRAIL EASEMENT IN THE RIVERSTONE PLAT.

STAFF REPORT: Engineering Project Manager Dennis Grant explained that applicant JHM Investments, LLC. requested the vacation of a temporary easement for a bicycle/pedestrian path. The Centennial Trail currently exists in its final location, so the temporary easement that encumbers two lots is no longer needed. Approving this vacation would allow the lots to be sold without the easement encumbrance. Mr. Grant noted that 11 mailings were sent out, with three responses in support of the request being received.

Mayor Widmyer called for public comments with none being received.

MOTION: Motion by Evans, seconded by Gookin to approve Vacation of a temporary bicycle trail easement in the Riverstone Plat.

ROLL CALL: McEvers Aye; Edinger Aye; Gookin Aye; Evans Aye; Adams Aye; Miller Aye.
Motion Carried.

RESOLUTION NO. 15- 064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING CERTAIN CITY FEES WITHIN THE POLICE DEPARTMENT

STAFF REPORT: Renata McLeod noted that the Council approved the outside employment of Police Officers at the November 3, 2015 meeting. The fee associated with this service would allow it to be a cost-neutral program to the city. Additionally, the department has been providing VIN inspection services and has never set a fee for that service. She noted that VIN inspection fees are charged at the same rate throughout the County. Fees proposed are as follows:

VIN inspection fee: \$5.00

Fee for service of Police Officers for security and/or traffic control:

- Patrol Officer: \$30.75 (2-hour minimum)
- Sergeants: \$43.05 (2-hour minimum)
- Lieutenants: \$55.35 (2-hour minimum)
- Processing fee per request: \$20.00
- Vehicle Use: \$20.00/4 hours (4-hour minimum per vehicle)

Mayor Widmyer called for public comments with none being received.

MOTION: Motion by Edinger, seconded by Adams to approve **Resolution No. 15-064** approving fees for the Police Department.

DISCUSSION: Councilmember Gookin expressed concern that the vehicle use fee was set low, especially if the Police were escorting someone around. Ms. McLeod explained that the most likely use of the program would be security at a building wherein the Officer would use the

vehicle to travel from the station to the location with the car remaining parked on site during the contract period. Councilmember McEvers asked for clarification regarding the police officer rate. Ms. McLeod explained that the rate is based on a median rate for officers, including benefits, and the assignment of an Officer, Sergeant, or Lieutenant will be based on who is available, not necessarily, what the applicant's desires are. Councilmember Miller asked if a request is made, is it mandated that the City provide the service. Ms. McLeod explained that it would be in the Police Chief's purview as to whether or not they have the staffing to provide the service.

ROLL CALL: Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye.
Motion carried.

ADJOURNMENT: Motion by McEvers, seconded by Adams, that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 6:39 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, City Clerk

DATE: NOVEMBER 12, 2015
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 15, 2015

Mayor Widmyer,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-4-15	Zoning in Conjunction with Annexation from County Agricultural Suburban/Commercial to City R-8 and C-17 Applicant: Kerr Properties, LLC Location: A +/- 34 acre property located at the Southwest and Southeast corners of Prairie Avenue and Ramsey Road.	Approve	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **DECEMBER 15, 2015.**

RESOLUTION NO. 15-065

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A REQUEST FOR DESTRUCTION OF TEMPORARY RECORDS FOR ADMINISTRATION AND MAYOR'S OFFICE AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LONGWELL /TRAPP ARCHITECTS FOR ARCHITECTURAL SERVICES FOR FIRE STATION NO. 4.

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

- A) Approving a request for Destruction of Temporary Records for Administration and Mayor's Office;
- B) Approving a Professional Services Agreement with Longwell /Trapp Architects for Architectural Services for Fire Station No. 4;

AND;

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

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

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

DATED this 1st day of December, 2015.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM

DATE: December 1, 2015
TO: City Council
FROM: RENATA MCLEOD, Municipal Services Director
RE: Request for Destruction of Records

DECISION POINT:

Would the City Council approve the destruction of certain public records?

HISTORY:

The mayor has requested that his office convert to “paperless” as much as possible to conserve paper and space. Correspondence, files created within the last 24 months, and files of a historical nature were scanned into the city’s Pigeonhole Document Management program. Minutes from various committees were also scanned and the original hard copies were retained. Pursuant to the Records Retention Manual adopted by the City Council in 2006, the attached list of remaining files is being presented to the Council for authorization for destruction of such records without scanning. It has been determined that the files are more than 24 months old and have no historical value. Files denoted by initials are citizen interaction files which were maintained by the previous mayor.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

DECISION POINT: To authorize staff to proceed with the destruction of records as listed pursuant to I.C. Title 74.

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
05 Crown Communities Award	Mayor's Files	Temporary 24 Mo.	8/2005
08/05 Yes! Symposium Youth Engagement Seminar	Mayor's Files	Temporary 24 Mo.	8/2005
A.S.	Mayor's Files	Temporary 24 Mos.	6/2007
ADA	Mayor's Files	Temporary 24 Mo.	3/2005
AIC 2007	Mayor's Files	Temporary 24 Mos.	2007
AIC City Achievement Awards – 2004	Mayor's Files	Temporary 24 Mo.	2004
AIC City Achievement Awards – 2010	Mayor's Files	Temporary 24 Mo.	2010
AIC City Achievement Awards – 2011	Mayor's Files	Temporary 24 Mo.	2011
AIC City Achievement Awards – COPS	Mayor's Files	Temporary 24 Mo.	2011
AIC City Achievement Awards – Parks Day Celebration	Mayor's Files	Temporary 24 Mo.	2011
AIC City Achievement Awards – Sidewalks	Mayor's Files	Temporary 24 Mo.	2011
AIC City Achievement Awards – Technical Rescue Team	Mayor's Files	Temporary 24 Mo.	2011
AIC City Achievement Awards 2012	Mayor's Files	Temporary 24 Mo.	7/2011
AIC Day at the Capitol – Jan 26, 2012	Exec Asst Work Product	Temporary 24 Mos.	1/2012
AIC Day at the Capitol – Jan 27, 2011	Exec Asst Work Product	Temporary 24 Mos.	1/2011
AIC Nominations – Future	Mayor's Files	Temporary 24 Mo.	2011
Alley Suspension – Garbage	Mayor's Files	Temporary 24 Mo.	3/2011
American Planning Association	Mayor's Files	Temporary 24 Mo.	10/2011
Animal Control	Mayor's Files	Temporary 24 Mo.	2/2012
Anti-Discrimination Ordinance Citizen Letters	Mayor's Files	Temporary 24 Mo.	5/2013
Aquifer	Mayor's Files	Temporary 24 Mo.	9/2007
Area of City Impact – D. Yadon	Mayor's Files	Temporary 24 Mo.	11/2008
Armstrong Park	Mayor's Files	Temporary 24 Mo.	12/2011
Associations/CDA	Mayor's Files	Temporary 24 Mo.	3/2011
Avista	Mayor's Files	Temporary 24 Mo.	3/2006
B.M.	Mayor's Files	Temporary 24 Mo.	4/2005
B/C/C Appointments	Mayor's Files	Temporary 24 Mo.	7/2004
BCC Applications (copies)	Mayor's Files	Temporary 24 Mo.	8/2012
Bicycle Friendly Community	Mayor's Files	Temporary 24 Mo.	2/2007
Blackwell Island	Mayor's Files	Temporary 24 Mo.	6/2005
Bldg Permit Review Process	Mayor's Files	Temporary 24 Mo.	12/1998
BLM	Mayor's Files	Temporary 24 Mo.	5/2012
Bluepastry@gmail.com	Mayor's Files	Temporary 24 Mo.	6/2009
Breed Banning	Mayor's Files	Temporary 24 Mo.	6/2011
Breed Banning	Mayor's Files	Temporary 24 Mo.	2007
C.R.	Mayor's Files	Temporary 24 Mo.	9/2011
C.S.	Mayor's Files	Temporary 24 Mo.	1/2013
C.S.	Mayor's Files	Temporary 24 Mo.	10/2002
C.T.	Mayor's Files	Temporary 24 Mo.	2/2012
Call Center	Mayor's Files	Temporary 24 Mo.	6/2004
Census #2010	Mayor's Files	Temporary 24 Mo.	3/2011
CG – Letter	Mayor's Files	Temporary 24 Mo.	12/2004
Chain of Command	Mayor's Files	Temporary 24 Mo.	10/2006
Christian Community Coalition	Mayor's Files	Temporary 24 Mo.	2/2010

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
City Logo (Use of)	Mayor's Files	Temporary 24 Mo.	6/2011
City of Sandpoint	Mayor's Files	Temporary 24 Mo.	3/2000
Citylink	Mayor's Files	Temporary 24 Mo.	5/2012
Civil Disturbance/Crowd Control	Mayor's Files	Temporary 24 Mo.	3/1998
Code Enforcement	Mayor's Files	Temporary 24 Mo.	9/2012
Complete Streets	Mayor's Files	Temporary 24 Mo.	5/2009
Condolence Letters	Mayor's Files	Temporary 24 Mo.	7/2011
Council 2012	Mayor's Files	Temporary 24 Mo.	2012
Coyotes 2010 (March)	Mayor's Files	Temporary 24 Mo.	9/2010
D.B.	Mayor's Files	Temporary 24 Mos.	11/2011
D.B.	Mayor's Files	Temporary 24 Mo.	9/2011
D.D.	Mayor's Files	Temporary 24 Mos.	8/2009
D.H.	Mayor's Files	Temporary 24 Mos.	6/2012
D.J.	Mayor's Files	Temporary 24 Mo.	2/2011
Dalton Gardens Sewer	Mayor's Files	Temporary 24 Mo.	2/2010
Deer	Mayor's Files	Temporary 24 Mo.	2/2007
Deer	Mayor's Files	Temporary 24 Mo.	2008
Design Review Committee	Mayor's Files	Temporary 24 Mos.	3/2006
Downtown 2010	Mayor's Files	Temporary 24 Mos.	2/2010
Downtown Complaints	Mayor's Files	Temporary 24 Mos.	9/2011
E.R.	Mayor's Files	Temporary 24 Mo.	10/2010
Electrification – Federal	Mayor's Files Mayor's Files	Temporary 24 Mos.	9/2010
Enough is Enough Photo Album (Family Night 3/14/99)	Mayor's Files	Temporary 24 Mos.	3/1999
EPA	Mayor's Files	Temporary 24 Mos.	3/2007
Evergreen Drive	Mayor's Files	Temporary 24 Mos.	9/2010
F.D. Ltr for 5/15 Mtg with Wendy G.	Mayor's Files	Temporary 24 Mos.	4/2007
F.O.	Mayor's Files	Temporary 24 Mo.	2/2012
F.S.	Mayor's Files	Temporary 24 Mo.	3/2008
FD	Mayor's Files	Temporary 24 Mo.	1/2003
Fernan Open Space	Mayor's Files	Temporary 24 Mo.	9/2012
FERW (copy of letter)	Mayor's Files	Temporary 24 Mo.	12/1997
Fire Department	Mayor's Files	Temporary 24 Mo.	7/2005
Flag Distribution – 4 th Parade	Mayor's Files	Temporary 24 Mo.	6/2011
Franchise Fees	Mayor's Files	Temporary 24 Mo.	9/2009
Fund Conversion	Mayor's Files	Temporary 24 Mo.	2/2004
G.B.	Mayor's Files	Temporary 24 Mo.	7/2006
Government Way	Mayor's Files	Temporary 24 Mo.	9/2005
Government Way/Ribbon Cutting	Mayor's Files	Temporary 24 Mo.	9/2005
Govt West – Article	Mayor's Files	Temporary 24 Mo.	4/2002
Graffiti	Mayor's Files	Temporary 24 Mo.	4/2007
Green River Ordinance	Mayor's Files	Temporary 24 Mo.	7/2007
H.	Mayor's Files	Temporary 24 Mo.	11/2012
H.D.	Mayor's Files	Temporary 24 Mos.	10/2012
H.D. (E.T.)	Mayor's Files	Temporary 24 Mos.	6/2012
H.K.	Mayor's Files	Temporary 24 Mo.	7/2010
H.M.	Mayor's Files	Temporary 24 Mos.	2/5/2013

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
H.S.	Mayor's Files	Temporary 24 Mos.	3/2011
H.T.	Mayor's Files	Temporary 24 Mos.	10/19/2011
Hagadone Letters	Mayor's Files	Temporary 24 Mos.	5/30/2007
Halpern, Red (Park Name)	Mayor's Files	Temporary 24 Mos.	11/2009
Higher Ed Corridor Partners Meeting 9/26/12	Mayor's Files	Temporary 24 Mos.	9/2012
Higher Education	Mayor's Files	Temporary 24 Mos.	4/2011
HJR 2	Mayor's Files	Temporary 24 Mos.	8/2006
HUD Materials on the Homeless	Mayor's Files	Temporary 24 Mo.	4/2004
Hydroplanes	Mayor's Files	Temporary 24 Mo.	6/2012
ID Commerce & Labor	Mayor's Files	Temporary 24 Mo.	5/2005
ID Independent Intergovernmental Authority	Mayor's Files	Temporary 24 Mo.	4/2011
Idaho Housing & Finance	Mayor's Files	Temporary 24 Mo.	4/2005
Idaho Magazine Articles	Mayor's Files	Temporary 24 Mo.	2/2004
Info Packet – City Officials Day at the Capitol 1/31/2008	Mayor's Files	Temporary 24 Mo.	1/2008
Intern Info	Mayor's Files	Temporary 24 Mo.	2/2006
J.W.	Mayor's Files	Temporary 24 Mo.	8/2011
Jobs Plus, Inc.	Mayor's Files	Temporary 24 Mo.	6/2007
Judging Packet for 2001 Women of Distinction Award	Mayor's Files	Temporary 24 Mo.	8/2001
K.J.	Mayor's Files	Temporary 24 Mo.	12/2004
K.S.	Mayor's Files	Temporary 24 Mo.	5/2010
KATS – Kootenai Area Transportation System	Mayor's Files	Temporary 24 Mo.	3/2011
KC All Hazard Mitigation Plan	Mayor's Files	Temporary 24 Mo.	10/2012
KCTTFHR – Speeches	Mayor's Files	Temporary 24 Mo.	6/2010
Kendall yards	Mayor's Files	Temporary 24 Mo.	3/2007
KMPO	Mayor's Files	Temporary 24 Mo.	2/2006
Kootenai Perspectives	Mayor's Files	Temporary 24 Mo.	10/2004
Kroc Meetings	Mayor's Files	Temporary 24 Mo.	6/2011
L.J.	Mayor's Files	Temporary 24 Mo.	6/2005
L.R. – Sidewalks	Mayor's Files	Temporary 24 Mo.	1/2008
L.S.	Mayor's Files	Temporary 24 Mo.	12/2012
Labor Relations Lunch '99	Mayor's Files	Temporary 24 Mo.	6/1999
Library	Mayor's Files	Temporary 24 Mo.	4/2012
M.D.T.	Mayor's Files	Temporary 24 Mo.	5/2011
M.S.	Mayor's Files	Temporary 24 Mo.	6/2012
MAC Leadership Council	Mayor's Files	Temporary 24 Mo.	11/2009
Marketing 2009	Mayor's Files	Temporary 24 Mo.	10/2011
Masker	Mayor's Files	Temporary 24 Mo.	1/2001
Mayor's Arts Awards	Mayor's Files	Temporary 24 Mos.	10/2000
Mayor's Transition	Mayor's Files	Temporary 24 Mos.	11/2001
Mayor's Transition & Woody's	Mayor's Files	Temporary 24 Mos.	11/2001
McG	Mayor's Files	Temporary 24 Mo.	8/2011
Meeting Worksheets (Administrator)	Exec Asst Work Product	Temporary 24 Mos.	6/2011 – 8/2013
Meeting Worksheets (Mayor)	Exec Asst Work Product	Temporary 24 Mo.	12/2012 – 7/2013
Misc. Photographs (Envelope titled Urban Renewal	Mayor's Files	Temporary 24 Mos.	1997

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
1997)			
Name Tags	Mayor's Files	Temporary 24 Mo.	2/2012
NI Advisory Group Mtg (U of I)	Mayor's Files	Temporary 24 Mo.	2/2012
NIMC (working file)	Mayor's Files	Temporary 24 Mos.	2/2012
Open Mtg Laws	Mayor's Files	Temporary 24 Mo.	12/2001
P.O.S.T.	Mayor's Files	Temporary 24 Mo.	2/2011
Parking Complaints, etc.	Mayor's Files	Temporary 24 Mo.	2/2004
Parks Dept.	Mayor's Files	Temporary 24 Mo.	9/2002
PC Meetings	Mayor's Files	Temporary 24 Mo.	5/2012
Police Dept.	Mayor's Files	Temporary 24 Mo.	7/2005
Post Office (U.S. Postal)	Mayor's Files	Temporary 24 Mo.	5/1998
Public Information Enhancement	Mayor's Files	Temporary 24 Mo.	1/2010
Public Records Law	Mayor's Files	Temporary 24 Mo.	6/2011
Public Relations Notes	Mayor's Files	Temporary 24 Mo.	8/2000
Quality of Life Survey	Mayor's Files	Temporary 24 Mo.	1/2012
R.E. & Development in the Northern Rockies Conf 10/5/06	Mayor's Files	Temporary 24 Mo.	9/2006
R.N.	Mayor's Files	Temporary 24 Mo.	5/2011
R.S.	Mayor's Files	Temporary 24 Mo.	5/2012
R.T.	Mayor's Files	Temporary 24 Mo.	7/2012
R.W.	Mayor's Files	Temporary 24 Mo.	5/2012
Radio –Council	Mayor's Files	Temporary 24 Mo.	12/2011
Radio Notes	Mayor's Files	Temporary 24 Mo.	10/2012
Railroad Substation	Mayor's Files	Temporary 24 Mo.	2/2004
Rankings	Mayor's Files	Temporary 24 Mo.	2011
Receipts	Mayor's Files	Temporary 24 Mo.	11/2009
Records Request 2/09	Mayor's Files	Temporary 24 Mo.	2/2008
Recreation	Mayor's Files	Temporary 24 Mo.	5/2003
Risk Reduction	Mayor's Files	Temporary 24 Mo.	2011
Riverstone Notes	Mayor's Files	Temporary 24 Mo.	12/2000
Rosenberry Drive Information	Mayor's Files	Temporary 24 Mo.	8/2011
S.D.	Mayor's Files	Temporary 24 Mo.	3/2010
S.W.W./M.G.	Mayor's Files	Temporary 24 Mo.	8/2010
Sanders Beach	Mayor's Files	Temporary 24 Mo.	6/2007
Service Animals	Mayor's Files	Temporary 24 Mo.	11/2012
Service Groups	Mayor's Files	Temporary 24 Mo.	8/2004
Sewer Intercept	Mayor's Files	Temporary 24 Mo.	8/2006
Simpson, Rep. Mike	Mayor's Files	Temporary 24 Mo.	11/1999
Single Audit Act	Mayor's Files	Temporary 24 Mo.	7/2012
S.E. (Vision Statement)	Mayor's Files	Temporary 24 Mo.	11/2011
Snow Plan (most recent)	Mayor's Files	Temporary 24 Mo.	2011
Spokane River Property Owners Association	Mayor's Files	Temporary 24 Mo.	4/1998
SR2 Schools October 8 th	Mayor's Files	Temporary 24 Mo.	10/2008
St. Vincent de Paul	Mayor's Files	Temporary 24 Mo.	6/2005
Stimson, Govern, U of I Mtg 9/16/02	Mayor's Files	Temporary 24 Mo.	9/2002
Stormwater 2012/Fees	Mayor's Files	Temporary 24 Mo.	4/2012
Stormwater Publicity	Mayor's Files	Temporary 24 Mo.	5/2012
Strategic Research Associate	Mayor's Files	Temporary 24 Mo.	1/2007

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
Streets Department	Mayor's Files	Temporary 24 Mo.	4/2005
Student Rep Reception RSVP 2012	Mayor's Files	Temporary 24 Mo.	2012
Sustainability	Mayor's Files	Temporary 24 Mo.	11/2008
Tattoo Safety	Mayor's Files	Temporary 24 Mo.	2012
Time Warner	Mayor's Files	Temporary 24 Mo.	12/2006
Travel Itineraries	Exec Asst Work Product	Temporary 24 Mos.	2010, 3/2011 - 12/2012
University of Idaho – NI Advisory Group	Mayor's Files	Temporary 24 Mo.	10/2012
US Dept of Ed/Phone #	Mayor's Files	Temporary 24 Mo.	2/2011
Utilities – Request for Service Outside City	Mayor's Files	Temporary 24 Mo.	11/1997
Warranties	Mayor's Files	Temporary 24 Mo.	5/1999
Wastewater	Mayor's Files	Temporary 24 Mo.	7/2005
Water/Wastewater Expenditures Trends 2010	Mayor's Files	Temporary 24 Mo.	3/2010
Waterfront – Public Access	Mayor's Files	Temporary 24 Mo.	8/2009
Wedding Chapel	Mayor's Files	Temporary 24 Mo.	8/1998
Wedding/Marriage Ceremony	Mayor's Files	Temporary 24 Mo.	9/2005
Weird Letters	Mayor's Files	Temporary 24 Mo.	3/2007
Youth Alliance	Mayor's Files	Temporary 24 Mo.	11/1998
Z	Mayor's Files	Temporary 24 Mo.	10/2011

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 11-13-15
From: Jim Washko, Deputy Chief
Re: Architect Agreement Fire Station 4

DECISION POINT: To accept the Architectural agreement with Longwell/Trapp Architects to re-vamp the Fire Station 3 Building plans to meet the new code revisions to be used to build Fire Station 4

HISTORY: In 2000/2001 Longwell Architects went through the RFP process to become the architectural firm to provide blueprints and specifications for Fire Station 3 on 15th street in Coeur d'Alene, with the idea that the plans would be used for other fire stations for the fire department future. I met with the legal department to get approval for the process of revising the existing plans to meet our goal of building Station 4. According to Idaho Statutes Title 67-2320 PROFESSIONAL SERVICE CONTRACTS WITH DESIGN PROFESSIONAL, CONSTRUCTION MANAGERS AND PROFESSIONAL LAND SURVEYORS (2)...contracts previously awarded for an associated or phased project..., Legal stated that we could forgo going through the RFP process to design a New Concept Fire Station because this is an associated project.

FINANCIAL ANALYSIS: The financial savings could be as high as \$30,000-\$40,000 by using Longwell to re-vamp our plans to fit our need. The cost proposed includes the need to meet all applicable building codes at this date and time, which there have been three (3) code updates.

PERFORMANCE ANALYSIS: Longwell Architects has done several projects for us in the past beyond Fire Station 3, they did our training facility, Administration building, remodel to Fire Station 1 and we have been very pleased with their work. As stated above Station 3 plans were drawn with a plan of using them in the future for other stations

DECISION POINT/RECOMMENDATION: Our recommendation is to move forward with using Longwell/Trapp Architects to re-vamp our existing plans to build Fire Station 4 for the cost stated in their contract for "Total fixed fee for Construction Documents".



Idaho Statutes

TITLE 67 STATE GOVERNMENT AND STATE AFFAIRS

CHAPTER 23 MISCELLANEOUS PROVISIONS

67-2320. PROFESSIONAL SERVICE CONTRACTS WITH DESIGN PROFESSIONALS, CONSTRUCTION MANAGERS AND PROFESSIONAL LAND SURVEYORS. (1) Notwithstanding any other provision of law to the contrary, it shall be the policy of this state that all public agencies and political subdivisions of the state of Idaho and their agents shall make selections for professional engineering, architectural, landscape architecture, construction management and professional land surveying services, including services by persons licensed pursuant to chapters 3, 12, 30 and 45, title 54, Idaho Code, on the basis of qualifications and demonstrated competence and shall negotiate contracts or agreements for such services on the basis of demonstrated competence and qualifications for the type of services required at fair and reasonable prices.

(2) In carrying out this policy, public agencies and political subdivisions of the state shall use the following minimum guidelines in securing contracts for engineering, architectural, landscape architecture, construction management and land surveying services on projects for which the professional service fee is anticipated to exceed the total sum of twenty-five thousand dollars (\$25,000), excluding professional services contracts previously awarded for an associated or phased project, and the expenditure is otherwise exempt from the bidding process provided by law:

- (a) Encourage persons or firms engaged in the services being solicited to submit statements of qualifications and performance data;
- (b) Establish and make available to the public the criteria and procedures used for the selection of qualified persons or firms to perform such services;
- (c) Select the persons or firms whom the public agency or political subdivision determines to be best qualified to provide the required services, ranked in order of preference, pursuant to the public agency or political subdivision's established criteria and procedures;
- (d) Negotiate with the highest ranked person or firm for a contract or agreement to perform such services at a price determined by the public agency or political subdivision to be reasonable and fair to the public after considering the estimated value, the scope, the complexity and the nature of the services;
- (e) When unable to negotiate a satisfactory contract or agreement, formally terminate negotiations and undertake negotiations with the next highest ranked person or firm, following the procedure prescribed in subsection (2)(d) of this section;
- (f) When unable to negotiate a satisfactory contract or agreement with any of the selected persons or firms, continue with the selection and negotiation process provided in this section until a contract or agreement is reached;

(g) When public agencies or political subdivisions solicit proposals for engineering, architectural, landscape architecture, construction management or land surveying services for which the professional service fee is anticipated to exceed the total sum of twenty-five thousand dollars (\$25,000), they shall publish public notice in the same manner as required for bidding of public works construction projects.

(h) In fulfilling the requirements of subsections (2)(a) through (2)(g) of this section, a public agency or political subdivision may limit its selection from a list of three (3) persons or firms selected and preapproved for consideration by the public agency or political subdivision. In establishing a preapproved list a public agency or political subdivision shall publish notice as set forth in subsection (2)(g) of this section. When selecting from such list, no notice shall be required.

(i) In fulfilling the requirements of subsections (2)(a) through (2)(g) of this section, a public agency or political subdivision may request information concerning a person's or firm's rates, overhead and multipliers, if any, however such information shall not be used by the public agency or political subdivision for the purpose of ranking in order of preference as required in subsection (2)(c) of this section.

(3) In securing contracts for engineering, architectural, landscape architecture, construction management or land surveying services on projects for which the professional service fee is anticipated to be less than the total sum of twenty-five thousand dollars (\$25,000), the public agency or political subdivision may use the guidelines set forth in paragraphs (a) through (g) of subsection (2) of this section or establish its own guidelines for selection based on demonstrated competence and qualifications to perform the type of services required, followed by negotiation of the fee at a price determined by the public agency or political subdivision to be fair and reasonable after considering the estimated value, the scope, the complexity and the nature of services.

(4) When a public agency or political subdivision of the state has previously awarded a professional services contract to a person or firm for an associated or phased project the public agency or political subdivision may, at its discretion, negotiate an extended or new professional services contract with that person or firm.

(5) (a) For the purposes of this section, "public agency" shall mean the state of Idaho and any departments, commissions, boards, authorities, bureaus, universities, colleges, educational institutions or other state agencies which have been created by or pursuant to statute other than courts and their agencies and divisions, and the judicial council and the district magistrate's commission;

(b) For the purposes of this section, "political subdivision" shall mean a county, city, airport, airport district, school district, health district, road district, cemetery district, community college district, hospital district, irrigation district, sewer district, fire protection district, or any other district or municipality of any nature whatsoever having the power to levy taxes or assessment, organized under any general or special law of this state. The enumeration of certain districts herein shall not be construed to exclude other districts or municipalities from this definition.

History:

[67-2320, added 1984, ch. 188, sec. 1, p. 438; am. 1998, ch. 410, sec. 4, p. 1273.]



AIA[®]

Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Twenty-Eighth day of September in the year Two Thousand and Fifteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of Coeur d'Alene
710 Mullan Avenue
Coeur d'Alene, Idaho 83814

and the Architect:

(Name, legal status, address and other information)

Longwell + Trapp Architects
8382 N Wayne Drive, Suite 204
Hayden, Idaho 83835

for the following Project:

(Name, location and detailed description)

New Fire Station No. 4 to be located on Atlas Road near the intersection on Hanley Street. Proposed Fire Station will be approximately 7,000 SF. Refer to attached letter with revised dated June 15, 2015 for additional detail.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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8	CLAIMS AND DISPUTES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to attached letter dated revised June 15, 2015

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

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approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall design the project to comply with all laws, codes, regulations and other requirements of governmental entities who have jurisdiction over the Project.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become familiar with the progress and quality of the portion of the Work completed, and to determine, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, beyond those required in Section 4.2.1 (2) reviewed construction means, methods, techniques, sequences or procedures, (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

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§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services fourteen (14) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of

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construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

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of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

10.8 Architect will work closely with and carefully coordinate its work with the work of other design professionals retained by Owner on the Project.

10.9 Architect shall obtain and maintain professional liability insurance in the amount of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate. Architect shall provide Owner with a certificate of insurance, which certificate shall provide that Architect's insurance may be canceled only upon 30 day notice to Owner.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

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Fixed fee of \$83,622.00 through Construction Documents Phase. Hourly based on the attached Exhibit 'A' not to exceed of \$17,000.00 for Bidding and Construction Administration.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly per attached Exhibit 'A'

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Hourly per attached Exhibit 'A'

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	Thirty percent (30	%)
Construction Documents Phase	Seventy percent (70	%)
Construction Phase	percent (%)
<i>(Row deleted)</i>			
Total Basic Compensation	one hundred percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit 'A'

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

Refer to attached Exhibit

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To Be Determined

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 00.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- 1. Construction Administration and Bidding Phases shall be provided on an hourly basis. Hourly rates as identified in Exhibit 'A' attached.
- 2. Fixed fee includes civil engineering and landscape design for site.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Letter dated June 15, 2015 and Hourly Rates marked Exhibit 'A'

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This Agreement entered into as of the day and year first written above.

OWNER

(Signature) Steve Widmyer, Mayor

(Printed name and title) City of Coeur d'Alene

ARCHITECT

(Signature)

(Printed name and title) **CORY P. TRAPP, PARTNER**

ATTEST:

Renata McLeod, City Clerk



STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of _____, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of December, 2015, before me, a Notary Public, personally appeared _____, known to me to be the _____, of Longwell/Trapp Architects, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____



January 8, 2015
Revised June 15, 2015

City of Coeur d'Alene Fire Department
Attn: Jim Washko, Deputy Fire Chief
320 Foster Avenue
Coeur d'Alene, ID 83814

**RE: Architectural and Engineering Services for
Coeur d'Alene Fire Station 4
Atlas Road**

Dear Sirs,

We understand that the Coeur d'Alene Fire Department and City of Coeur d'Alene is proposing to construct Fire Station 4 on Atlas Road just north of Hanley Avenue. The design of the new fire station will be based upon Fire Station 3 completed in 2010. Our understanding is that we will modify the fire station 3 plans, prepared by our office, to reduce the size of Fire Station 4 to approximately 7000 SF. The selected site is the location of a new city water well, which our office was involved in the master planning of the site to incorporate the future fire station. We will use the schematic site plan prepared for the well site as a starting point for the new fire station site development.

Two recently constructed fire stations in our area cost \$180/SF and \$170/SF respectively and we have used this information as the basis for the estimated cost of construction for the new Fire Station 4. As we will be using Fire Station 3 as a starting point we are deducting the schematic design phase of the project. Fire Station 3 was constructed 14 years ago and there have been 5 building code revisions since that time that will need to be incorporated into the plans along with the revisions to the layout.

As requested, we have also deducted the Bidding and Construction Administration services, these will be provided on an hourly basis as the project may not be put out for bid immediately due to funding.

8382 N. Wayne Drive, Suite 204
Hayden, Idaho 83835
T 208.772.0503 F 208.772.6705

10267 N. Nicklaus Drive
Fountain Hills, Arizona 85268
T 480.837.1422

The following is our fee proposal to provide architectural and engineering services for the new Fire Station 4.

Estimated cost of new Fire Station 4: 7000 SF @ \$175/SF	\$1,225,000
Architectural and Engineering Fees @ 9%	\$ 110,250
Schematic Design at 15% will be deducted:	<u>(\$ 16,538)</u>
Sub-total	\$ 93,712
Deduct Construction Administration and Bidding	<u>(\$ 22,050)</u>
Construction Documents Fixed Fee	\$ 71,662
Plus reimbursable expenses	
Civil Engineering will be provided for a Fixed Fee	\$ 7,500
Landscape Design will be provided for a Fixed Fee	\$ 4,500
Total Fixed fee for Construction Documents	\$ 83,622
Construction Administration and Bidding Hourly not to exceed	\$ 17,000

Site survey and soils testing to be provided by Owner.

Reimbursable expenses are estimated to be between \$4,000 and \$6,000.

We look forward to working with the City of Coeur d'Alene Fire Department and the City of Coeur d'Alene on another fire station project. If you have any questions or need additional information please contact our office.

Sincerely,

Longwell + Trapp Architects



Cory D. Trapp, AIA, CSI
Partner

EXHIBIT A

Hourly Rates are as follows:

Senior Partner	\$125/hr
Partner	\$115/hr
Licensed Architect I	\$100/hr
Licensed Architect II	\$ 90/hr
Interior Designer	\$ 80/hr
Intern Architect I	\$ 75/hr
Intern Architect II	\$ 70/hr
CAD Technician I	\$ 65/hr
CAD Technician II	\$ 55/hr
Administration	\$ 48/hr
Consultants	1.10%

In addition, reimbursable expenses will be billed as follows:

- Automobile travel \$0.65 per mile
- Blueprints (large format copies) \$2.00 each
- Plots \$2.00 each
- Copies \$0.15 each
- Color Copies \$0.30 each

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**PUBLIC WORKS COMMITTEE
MINUTES
November 23, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Renata McLeod, Muni. Svcs. Director
Jim Washko, Deputy Fire Chief
Dennis Grant, Eng. Project Mgr.
Mike Gridley, City Attorney
Gordon Dobler, Engineering Svcs. Director
Jim Hammond, City Administrator
Randy Adams, Deputy City Attorney

**Item 1 Professional Services Agreement for Mullan Road and Park Drive: Design, Bid,
and Construction Phase Services
Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for council approval of a Professional Services Agreement with Welch, Comer & Associates, Inc. for Mullan Road and Park Drive: Design, Bid, and Construction Phase Services.

The staff report stated that the recently approved Master Plan for the 4-Corners / BLM area included the realignment of Mullan Road (Park Dr. to Northwest Blvd.), construction of additional parking, and the Carousel Plaza, as elements of the plan. These elements were identified and prioritized by council at their strategic planning workshop. Since then, staff has refined the concept for these improvements and presented them to the public.

The total Base Bid compensation is for \$326,330. This cost will be shared with the City of Coeur d'Alene and Ignite CDA. The cost for reconstruction is estimated to be around \$2.0 million. The City of Coeur d'Alene has committed to \$400,000 and Ignite CDA has committed to \$1.6 million. This project is foundational to the 4-Corners / BLM master plan and must precede many elements of the plan. It provides for additional parking and creates a more inviting, safer, pedestrian friendly connection between City Park and Memorial Field. The proposed timeline is to have the design finished by March of 2016, start construction in the spring, and complete construction by summer. Since this is an additional phase to the 4-Corners project, the City would contract with Welch Comer and not have to solicit for the design contract.

Mr. Dobler said that since the last Public Works Committee meeting, they have made a few housekeeping modifications to the Scope of Services, and took out the "add alternates" because they are not a part of this project. They can always be added in later should money become available for construction. Mr. Dobler also clarified the plans for the Memorial Plaza. The line item for public meetings was also removed from the Scope of Services since it was more of a placeholder. They would possibly utilize the services of the CDA 2030 vision committee to help with any meetings, if they become necessary.

Mr. Dobler explained that they do not believe that an outside project manager is necessary for this project since they have a very defined set of requirements and specifications, material controls, dimensions etc.

that are standardized and constitute the bulk of this project. Their inspectors and in-house project managers deal with these kinds of projects and have extensive experience. They are comfortable moving forward without a third party project manager.

Councilmember Gookin asked about trees in the parking lot. Mr. Dobler said that the concept drawing that he presented was actually drawn before the council's recommendation to save as many trees as possible. Since that time, they have been out with the Parks Department and it looks like they can save at least half of the trees, which have all been identified.

Councilmember Gookin asked about the boundary line of the Urban Renewal District which goes through the project and asked if it would be a problem. Mr. Dobler said that Ignite CDA met last Wednesday and talked specifically about the boundary line question and requested that the city itemize and track the costs for everything outside of their boundary to make sure that the city's portion was being applied across the board and Ignite CDA wasn't spending dollars outside of their boundary.

Councilmember Miller thanked Mr. Dobler for his time in going through the steps with her, and thanked him for the maps, which she feels are clearer. She asked how the "Add Alternates" are managed. Mr. Dobler said that in regard to the carousel, the issue isn't so much finding the funding for design and construction, as it is timing. In regard to the other "Add Alternates" the most likely one would probably be the commuter trail and they would have to design the parking lot to accommodate it. City staff could do the paving, so if the money could be cobbled together, it might be possible. In regard to the other "Add Alternates," Mr. Dobler said that, frankly, he hasn't really explored those possibilities but would certainly make accommodations for lighting and water for a gateway feature, and if something happens and the money becomes available, they can come back and amend the consultant's contract for design and initiate a change order. Mr. Dobler commented that timing is critical because they are moving ahead to get the project built by the summer.

Councilmember Miller said that she thinks it could be a "win-win" to use an organization like CDA 2030 for community outreach services. She thinks it would be critical to have the engineer present at any meetings to answer questions.

Mr. Dobler said that at the Ignite CDA meeting on Wednesday, they approved the \$1.6 million in funding, and staff will be coming forward with an agreement as soon as they can get it; hopefully by the end of the year.

Councilmember Miller said that the presentation at the Ignite CDA board meeting made it very clear that the city was funding any of the above-ground work for the gateway feature as well as the carousel plaza. Would the Parks Department be working with someone else and amending their budget for that part? Mr. Dobler said that the Parks Department would potentially fund only a portion of what is shown on the concept plan around the carousel itself. They would fund the two planned gazebo shelters that would be leased out, because they would get the return on the lease. If that happens next year, they would have to amend their budget. None of it would happen unless the plaza itself gets built around the carousel.

Councilmember McEvers said that he thought he read that Mullan would be closed in the summer. Mr. Dobler said that the ultimate plan is to close Mullan every summer, potentially from Memorial Day through Labor Day, but the dates are not pinned down. The street would have bollards and no vehicle traffic, which would promote pedestrian traffic.

MOTION: Motion by Miller, seconded by Gookin, to recommend Council approval of Resolution No. 15-066, authorizing a Professional Services Agreement with Welch, Comer & Associates, Inc. for Mullan Road and Park Drive: Design, Bid, and Construction Phase Services. Motion carried.

Item 2 Request for Destruction of Records Consent Calendar

Renata McLeod, Municipal Services Director, presented a request for council approval of the destruction of public records.

Ms. McLeod explained in her staff report that the mayor has requested that his office convert to “paperless” as much as possible to conserve paper and space. Correspondence, files created within the last 24 months, and files of a historical nature were scanned into the city’s Pigeonhole Document Management program. Minutes from various committees were also scanned and the original hard copies were retained. Pursuant to the Records Retention Manual adopted by the City Council in 2006, the attached list of remaining files is being presented to the council for authorization for destruction of such records without scanning. It has been determined that the files are more than 24 months old and have no historical value. Because the useful life of the files has been exhausted, it is necessary to purge them in order to maintain storage space for future needs.

Ms. McLeod confirmed that all of the records requested for destruction are from the former mayor’s term. Councilmember Gookin said that he had an opportunity to look over the files, and it was interesting. He asked if there was any policy regarding retaining photos. Ms. McLeod responded that the policies all pertain to subject matter, but some pictures of staff and councilmembers are sometimes retained.

Councilmember Miller asked whose job it is to determine if the files are incidental. Ms. McLeod said that the responsibility is partly hers, but that the Idaho Code is very specific about what types of documents may be destroyed. The city’s Records Destruction manual, which was adopted by the council, closely follows the requirements of the Idaho Code.

Councilmember McEvers asked how the documents are destroyed. Ms. McLeod said that unless they are confidential files, they are recycled. If they are confidential files, they are shredded. Because emails are retained on the city’s server, printed emails are just copies and can be thrown away without prior council approval. In an effort to get the files approved for destruction in a timely manner, it is easier to just submit the file without going through it and throwing away email copies.

MOTION: Motion by Miller, seconded by Gookin, to approve Resolution No. 15-065 authorizing the destruction of records from the Mayor’s Office as presented in the staff report. Motion carried

Item 3 Architect Agreement Fire Station 4 Consent Calendar

Jim Washko, Deputy Fire Chief, presented a request for council approval of the Architectural agreement with Longwell/Trapp Architects to re-vamp the Fire Station 3 Building plans to meet the new code revisions to be used to build Fire Station 4.

Deputy Chief Washko stated in his staff report that in 2000/2001 Longwell Architects went through the RFP process to come the architectural firm to provide blueprints and specifications for Fire Station 3 on 15th Street, with the idea that the plans would be used for other fire stations for the Fire Department future. According to Idaho Statutes Title 67-2320 and after consultation with the Legal Department, it was determined that the city could forgo going through the RFP process to design a New Concept Fire Station because this is an associated project. The financial savings could be as high as \$30,000 - \$40,000

by using Longwell to re-vamp the plans. The cost proposed includes the need to meet all applicable building codes at this date and time (there have been three code updates).

Deputy Chief Washko said that the architect will have to go through the plans page by page in order to assure that the plans meet the standing code now, and produce a new spec book. He noted that they have used the architect on all of their projects, including the training facility, remodel of Station 2, Station 3, Admin, and the remodel to Station 1.

Councilmember Miller said that agreement refers to a letter dated June 15th. Deputy Chief Washko explained that delays in getting started on the project resulted in a rewrite of the original letter which was dated January 18th. Councilmember Miller said in the letter the architect is referring to bidding and construction administration on an hourly basis, and wondered if this was before the budget was approved. Deputy Chief Washko confirmed that it was.

Councilmember Miller asked about the schematic that was done and if they were not billing for it in this agreement. Deputy Chief Washko said that the schematic was provided for assistance to figure out if the project was going to fit on the property. They had some requirements and needs and those have since been fixed through some land purchases.

Councilmember Miller said that this is a fairly good-sized project and asked about any discussion regarding an outside project manager. Deputy Chief Washko said that he has been building since 1973, and a general contractor from 1980 on, and thinks that he has the experience. In addition, he was the project manager on Station 3, Station 2, Admin, the remodel of Station 1, and he was also the project manager on the \$2.1 million project for the Northern Lakes Fire District. His goal is to get a set of plans, review the plans, find any potential problems, and get them corrected prior to going to bid and going to construction. In his previous, they have been successful keeping cost overruns to 1 to 2 percent on a bid project.

Councilmember Miller asked how this project would affect Deputy Chief Washko's daily duties if he is managing the project. Deputy Chief Washko responded that he can stay on top of it and that he has a good rapport with the contractors and doesn't need to be on site every day.

Councilmember Miller asked what is the length of time for design on this project. Deputy Chief Washko said that they hope to be finished with the design by the end of January if they can get started within the next week or so. They are hoping to go to bid in February, and then construction in March or April, with 7 – 8 months for construction time.

Councilmember McEvers asked about the community room. Deputy Chief Washko said they are going to reduce it to about 50 percent of its original size. It will still be available, but with about a 25 person capacity, which would enable them to reduce parking spaces required and helps to fit the project into the lot better.

Councilmember McEvers asked if equipment and furniture were all a part of the budget. Deputy Chief Washko said they would put some money aside in the total construction costs that they can manage for the furnishings. They will also bring the ceiling height down on the second floor to reduce the heating costs for the building. They are also going to eliminate the carpet and tile and go with stained and polished concrete, which will reduce costs, and reduce wear and tear.

Councilmember Miller asked if Deputy Chief Washko was still a licensed contractor. Deputy Chief Washko responded that he was a licensed contract in Californiat in 1980 and until 1986 when he moved to Idaho. He was still building up until 4 years ago.

MOTION: Motion by Gookin, seconded by Miller, to recommend Council approval of Resolution No. 15-065 authorizing an Architectural Agreement with Longwell/Trapp Architects to re-vamp the Fire Station 3 Building plans to meet the new code revisions to be used to build Fire Station 4.

DISCUSSION: Councilmember Miller asked if there are any problems with the June letter. Mr. Gridley said that, given the relationship between the parties and the discussions that have been had, they can amend the letter before it is finally signed. Deputy Chief Washko will contact the architect tomorrow and have them revise the letter and put a new date on it.

Motion carried.

The meeting adjourned at 4:47 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 9, 2015
FROM: Tim Martin, Street Superintendent
SUBJECT: 2015-2016 SNOW PLAN

DECISION POINT:

Staff requests Council approval of the 2015-2016 Snow Plan.

HISTORY/BACKGROUND:

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2015-2016 Snow Plan summary has been made available at the Council Mail Room as well as the Street Maintenance Department offices.

FINANCIAL ANALYSIS:

The proposed Snow Plan update is an annual "housekeeping" action that requires between 5 to 10 hours of staff time and printing costs of approximately \$35.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is the city's primary means of educating the public on city snow removal policies.

PERFORMANCE ANALYSIS:

The majority of the policies and procedures outlined in the previous years' Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. Changes proposed for the 2015-2016 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Reduced the citywide plowing completion target from 38 hours to 30 hours

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the 2015-2016 Snow Plan.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: November 23, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: Professional Services Agreement for Mullan Road and Park Drive: Design, Bid, and Construction Phase Services

DECISION POINT

Staff is requesting the City Council to approve a Professional Services Agreement with Welch, Comer & Associates, Inc. for Mullan Road and Park Drive: Design, Bid, and Construction Phase Services.

HISTORY

The recently approved Master Plan for the 4-Corners / BLM area included the re-alignment of Mullan Road (Park Dr. to Northwest Blvd.), construction of additional parking, and the Carousel Plaza, as elements of the Plan. These elements were identified and prioritized by Council at their strategic planning workshop. Since then, staff has refined the concept for these improvements and presented them to the public.

FINANCIAL ANALYSIS

The total compensation is \$326,330. This cost will be shared with the City of Coeur d'Alene and Ignite CDA. The cost for reconstruction is estimated to be around \$2.0 million. The City of Coeur d'Alene has committed to \$400,000 and Ignite CDA has committed to 1.6 million.

PERFORMANCE ANALYSIS

This project is foundational to the 4-Corners / BLM master plan. It must precede many of the elements of the plan. It provides for additional parking and creates a more inviting, safer, pedestrian friendly connection between City Park and Memorial Field. The proposed timeline is to have the design finished by March of 2016, start construction in the spring, and complete construction by summer. Since this is an additional phase to the 4-Corners project, the City would contract with Welch Comer and not have to solicit for the design contract.

RECOMMENDATION

Staff recommends approval of the Professional Services Agreement with Welch, Comer & Associates, Inc. and authorize the mayor to execute the contract.



UNDERGROUND SERVICE ALERT
 ONE-CALL NUMBER
811
 CALL THE 800-451-7000
 BEFORE YOU DIG

PROJECT NO.: 41216
 DESIGNED BY: PFB/TWT
 DRAWN BY: SOC
 CHECKED BY: 41216PLOS/DWA
 DATE: 10-13-2015
 SHEET NO.

CITY OF COEUR D'ALENE
MULLAN ROAD IMPROVEMENTS
 OVERVIEW

WELCH-COMER
 ENGINEERS & SURVEYORS
 www.welchcomer.com 208-664-9382
 350 E. Kathleen Ave. (toll free) 877-815-5672
 Coeur d'Alene, ID 83815 (fax) 208-664-5946

Original
 Signed By:
 Date Original Signed:
 Original Issued at Welch-Comer & Associates, Inc.
 350 E. Kathleen Ave., Coeur d'Alene, ID 83815

PRELIMINARY NOT FOR CONSTRUCTION

COMMIT 2015
 Welch-Comer & Associates, Inc.
 This drawing is the property of Welch-Comer & Associates, Inc. and is not to be used or reproduced in any way without the written consent of Welch-Comer & Associates, Inc.

RESOLUTION NO. 15-066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELCH, COMER & ASSOCIATES INC., FOR MULLAN ROAD AND PARK DRIVE: DESIGN, BID, AND CONSTRUCTION PHASE SERVICES.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Welch, Comer and Associates, Inc., for the Mullan Road and Park Drive Design, Bid, and Construction Phase Services, pursuant to terms and conditions set forth in said Professional Services Agreement, 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 Professional Services Agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement for the Mullan Road and Park Drive Design, Bid, and Construction Phase Services with Welch, Comer and Associates, 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 Professional Services Agreement 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 Professional Services Agreement on behalf of the city.

DATED this 1st day of December, 2015.

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 ADAMS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

WELCH, COMER & ASSOCIATES, INC.

for

The City of Coeur d'Alene

Mullan Road and Park Drive: Design, Bid, and Construction Phase Services

THIS Agreement, made and entered into this 1st day of December, 2015, 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 WELCH, COMER & ASSOCIATES, INC., an Idaho corporation, with its principal place of business at 350 E. Kathleen Avenue, Coeur d' Alene, Idaho, 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 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means WELCH, COMER & ASSOCIATES, INC., 350 E. Kathleen Avenue, Coeur d' Alene, Idaho, 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 Workmen's Compensation coverage on all employees, including employees of subcontractors, 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 Three Hundred Sixty five (365) calendar 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 the total Base Bid sum of Three Hundred Twenty Six Thousand Three hundred thirty Dollars and NO/100 (\$326,330.00).
- 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, 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 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 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.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of 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, or national origin. 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, or national origin. 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, or national origin. 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 in this Agreement and shall not transfer any interest 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 or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

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, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the negligent acts, errors, omissions, 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 negligent performance of this Agreement. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.
- B. 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 professional, wrongful acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

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 insured's 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 under Chapter 9, Title 6, Section 24 of the Idaho Code.
- 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 coverage's required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

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.
- B. The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin 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.
- 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 relative to non-discrimination on the grounds of race, color, sex, or national origin.
- 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 (1) through (5) 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

WELCH, COMER & ASSOCIATES, INC.

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of December, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of December, 2015, before me, a Notary Public, personally appeared _____ and _____, known to me to be the _____ and _____, of **Welch, Comer and Associates, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

Scope of Work

Project Title: Mullan Road and Park Drive: Design, Bid, and CPS

1. Background Data

In accordance with the Professional Services Agreement between the City of Coeur d'Alene (OWNER) and Welch Comer & Associates, Inc. (ENGINEER) dated _____ ("Agreement"), OWNER and ENGINEER agree as follows:

- 1.1. OWNER: City of Coeur d'Alene, Idaho
- 1.2. ENGINEER: Welch, Comer & Associates, Inc.

2. Specific Project Data

- 2.1. TITLE: Mullan Road & Park Drive: Design, Bid, and Construction Phase Services
- 2.2. DESCRIPTION: Based on the Conceptual Design (25%) developed by the ENGINEER, the OWNER intends to reconstruct Mullan Road between Garden Avenue and Northwest Boulevard. Specifically, improvements will include the following:
 - A. Stormwater system upgrades, realignment & narrowing, traffic signal modifications, and traffic calming of Mullan Road between Garden Avenue and NW Boulevard. Includes the Memorial Plaza, north and south parking lot, Park Drive, and enhanced pedestrian access to City Park. Includes general grading irrigation, topsoil, and utility stubs to the future Carousel site. Also includes general site lighting, landscaping, burial of overhead power along Mullan Road.

3. Services of ENGINEER

- 3.1. ENGINEER will perform the services for each service phase identified below after receiving authorization to proceed from OWNER for each service phase:
 - A. Design Phase: Provide complete Design documents with the following elements:
 - i. General Project Management
 - ENGINEER will manage staff, schedule, and budget to maximize the OWNER's chances of a successful project. Should the project demand, ENGINEER shall reallocate resources, where possible, to benefit the project.
 - This scope assumes four meetings with the OWNER. One meeting will be held with the OWNER's Design Review Team. Three meetings will be held with the OWNER's engineering staff. This scope of work assumes that no public meetings are necessary.
 - ii. Demolition Plan
 - Provide demolition plan to delineate the limits of removal for items such as asphalt, concrete, grass, utility poles, etc.
 - Demolition plan will clearly delineate and show protection for trees to be preserved and protected as part of construction.
 - iii. Mullan Road & Park Drive
 - Confirm conceptual alignment is consistent with current AASHTO and City standards for horizontal/vertical curves, sight distance, width, truck turning radii, and other applicable geometric standards.
 - Design speed table/pedestrian crossing to accommodate pedestrians and vehicles.
 - Adjacent concrete sidewalk will be designed along both sides of Mullan Road. In addition, enhanced colored concrete or pavers will be provided as a pedestrian link between City Park and the Memorial Pavilion area.

- Conduct geotechnical investigation, laboratory testing, and design to determine appropriate roadway section materials and thicknesses for the asphalt sections and the concrete pedestrian crossings. It is assumed 4 core samples will be required.
- Develop signing & pavement marking plans in accordance with CITY and MUTCD standards.
- Street and pedestrian illumination will be designed in a manner consistent with other areas within the City, as there is currently no City “Standard” for lighting. ENGINEER will coordinate with the OWNER on a decorative light and pole type. ENGINEER will provide 4 lighting options and facilitate selection of the preferred light type.
- Design Stormwater retrofit and modifications consistent with conceptual work and previous coordination with City Engineer.
- Seasonal & removable bollards will be designed for placement in Mullan Road. The bollards will be decorative in nature but large enough to discourage traffic from passing through them.
- The traffic signal at Mullan & NW BLVD will be modified to accommodate lane reconfigurations. It is assumed the existing traffic signal pole at the NW corner will be left in place. The traffic signal will also be reconfigured to notify motorists when Mullan Road is open and closed to vehicular traffic. This notification will likely be triggered by the seasonal bollard removal.
- ENGINEER shall coordinate with Avista, and any other applicable utility, on burial of utilities along Mullan Road.

iv. Parking Lots & Shared-Use Path

- Provide design for parking lot for approximately 75 vehicles north of Mullan Road, 20 vehicles south of Mullan Road, adjacent shared-use path, and associated retaining wall.
- The parking lot stalls and access size/spacing, green space/landscaping, stormwater, and handicap access will be designed in accordance with OWNER and ADA minimum standards.
- The shared-use path will be 12’ in width and will be designed adjacent to the North Parking Lot and tie into the sidewalk and pedestrian ramps at Mullan & NW Boulevard. A modular block retaining wall will be provided between the parking lot and shared-use path where necessary. It is assumed the retaining wall will be less than 48 inches high.
- Illumination will be provided within the parking lot and along the shared-use path. The lights will be decorative in nature and be selected by the OWNER.

v. Memorial Plaza

- Based on the approved concept, provide design for all hardscape areas. Hardscape elements will be either concrete, colored concrete, brick pavers, or a combination. Design will provide a detailed scoring pattern and material layout. The hardscape areas will match into and access into the existing Memorial Field baseball/softball complex.
- Landscape design will be primarily trees with oversize cast iron grates and some shrubs/flowers. Some landscape planters will be designed to double as seating areas. These areas will likely be concrete and possibly wood.
- Decorative illumination will be provided in the plaza. The light type will match that chosen for Mullan Road.

vi. Carousel Plaza

- Provide minor grading, water, sewer, power and irrigation services into the future Carousel site. No other work will be necessary in this location.
- vii. Additional Stakeholder Coordination: The magnitude of additional stakeholder coordination is unknown. If it is determined that additional outreach is required, the ENGINEER will invoice the OWNER on an HOURLY, not-to-exceed basis.

B. Final Design Documents

i. Engineer Shall:

- Prepare final Drawings and Specifications indicating the scope, extent, and character of the work to be performed and furnished by Contractor.
 - Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 - Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 - Prepare or assemble draft bidding-related documents, based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 - Furnish for review by Owner, its legal counsel, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents, and any other Final Design Phase deliverables, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 - Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related, and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner.
- ii. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents, and any other Final Design Phase deliverables.

C. Bid Phase Services

- i. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents, and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
- Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to

prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

- Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
- Consult with Owner as to the qualifications of prospective contractors, subconsultants, and suppliers.
- If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents prior to award of contracts for the Work.
- Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
- If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. Construction Phase Services

- i. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in City of Coeur d'Alene Standard General Conditions of the Construction Contract (2012 Update to the Idaho Standards for Public Works Construction (ISPWS)), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority.
 - *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 - *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents,

text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

- *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- *Construction Staking: Baselines and Benchmarks:* As appropriate, establish baselines, benchmarks and offsets for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
- *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or

schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
- *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
- *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

- *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed

inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor ("Notice of Acceptability of Work") that the Work is to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall

be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. The Engineer's fee is based on an assumed construction duration of 65 working.

4. OWNER's Responsibilities

4.1. Owner shall:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - i. Property descriptions.
 - ii. Zoning, deed, and other land use restrictions.
 - iii. Utility and topographic mapping and surveys.
 - iv. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - v. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

- vi. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 - vii. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- i. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - ii. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - iii. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Scope of Work the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Scope of Work that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- K. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- L. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- M. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Services of Engineer.
- N. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- O. Place and pay for advertisement for Bids in appropriate publications.
- P. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- Q. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- R. Authorize Engineer to provide Additional Services, as required.

5. Payments to ENGINEER for Services

5.1. OWNER shall pay ENGINEER as follows:

- A. Lump Sum Services: For Basic Services having a Determined Scope-Lump Sum Method of Payment. CLIENT shall pay ENGINEER for the services identified herein the following Lump Sum amounts for each phase:

Task	Fee Amount
Design Phase	\$143,000
Bid Phase	\$7,330
Construction Phase Services	\$127,000
Construction Staking	\$49,000

- i. The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultant charges, if any, are included in the above.
- ii. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

OTHER BUSINESS

COUNCIL BILL NO. 15-1028
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A TEMPORARY BICYCLE TRAIL EASEMENT IN THE RIVERSTONE PLAT SUBDIVISION, RECORDED IN BOOK "T" OF PLATS, PAGE 205E, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A 15.0 FEET WIDE TEMPORARY BICYCLE TRAIL EASEMENT LYING IN PART OF SECTION 10 AND 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said easement be vacated; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the following described property, to wit:

That temporary easement fifteen feet (15') in width for a Bicycle Trail located across Tract C, Block 3, and Lot 1, Block 4, and Lots 4, 5, 6 and 7, Block 2 of the Riverstone plat.

Which easement is shown in Exhibit "A", attached hereto and incorporated herein.

be and the same is hereby vacated.

SECTION 2. That said vacated easement shall be relinquished, released, revoked and abandoned, and the current owners of the property affected by said easement, their heirs and assigns, shall be the beneficiary of the vacation.

SECTION 3. That the franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 1st day of December, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-15-4, TEMPORARY BICYCLE TRAIL EASEMENT VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a temporary bicycle trail easement in the Riverstone plat.

Such easement is more particularly described as follows:

That temporary easement fifteen feet (15') in width for a Bicycle Trail located across Tract C, Block 3, and Lot 1, Block 4, and Lots 4, 5, 6 and 7, Block 2 of the Riverstone plat.

Which easement is shown in Exhibit "A", attached hereto and incorporated herein.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Mike Gridley, am a City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-15-4, vacating a fifteen foot (15') wide temporary bicycle trail easement in the Riverstone Plat and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

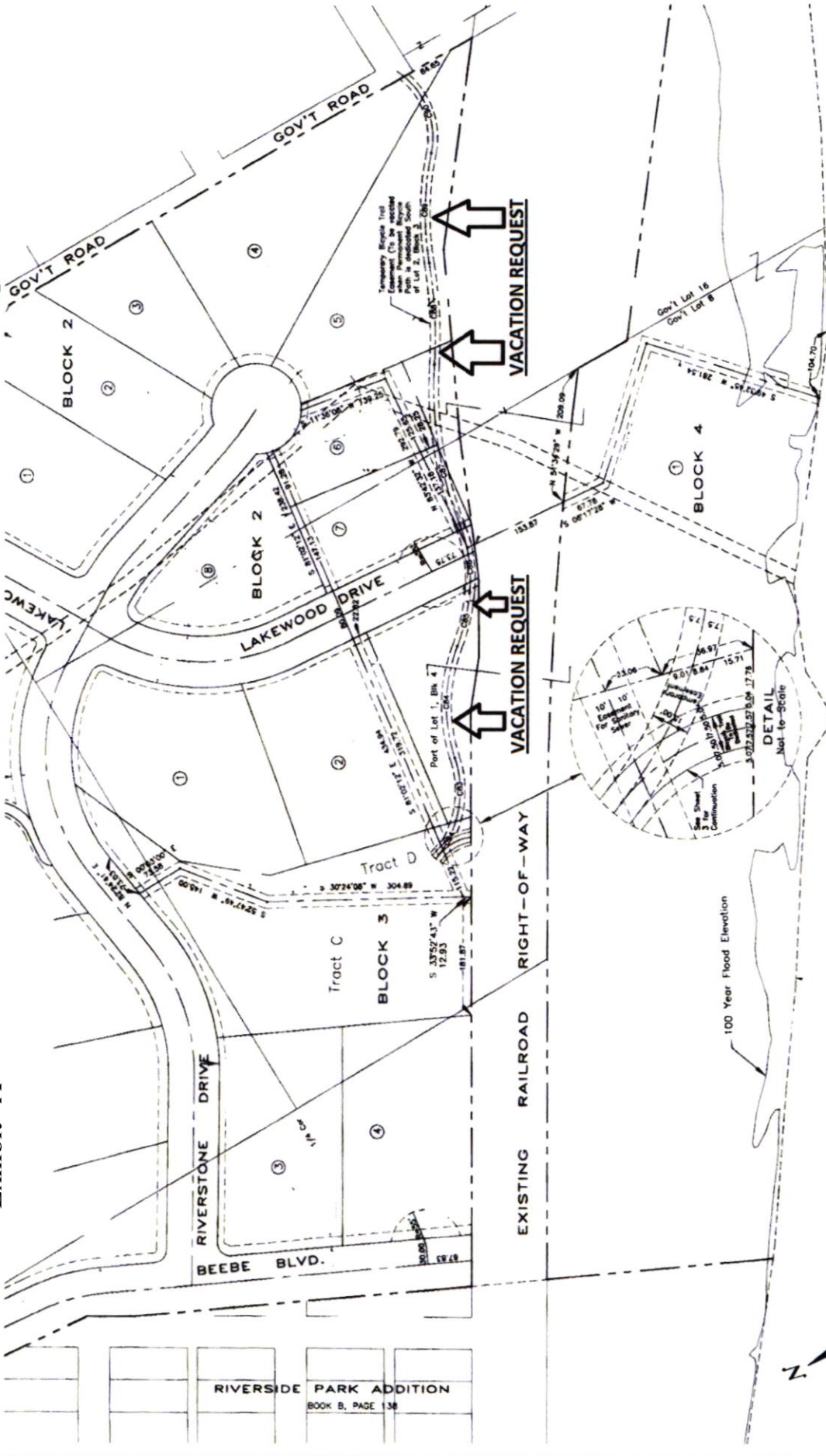
DATED this 1st day of December, 2015.

Mike Gridley, City Attorney

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RIVERSTONE

Exhibit "A"



LEGEND

- ⊕ 1/2" Aluminum Cap, 3" Diam.
- ⊙ 1/2" Bolt in Concrete
- 1/2" 5/8" Steel Pin w/Cap Max 5075 Except as Noted
- ⊙ 5/8" x 20" Steel Pin w/WPC PLS 4565
- ⊙ Monument Core to be Set After Construction
- ⊙ 5/8" x 20" Steel Pin w/Metal Cap Max PLS 4565 to be Set After Construction
- △ 1/2" x 24" Steel Pin w/WPC Max PLS 4565 to be Set After Construction



SPOKANE RIVER

FOR NOTES, SEE SHEET 1

