



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

PUBLIC WORKS COMMITTEE

with

Council Members McEvers, Miller & English

February 11, 2019, 4:00 p.m.

AGENDA

****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

- Item 1 Award of Bid and Approval of Contract to Specialty Pump Service, Inc. for Rehabilitation of the Locust Well – Kyle Marine, Asst. Water Superintendent
- Item 2 Award of Construction Contract for the 2019 Compost Facility Improvements – Jim Remitz, Capital Program Manager
- Item 3 V-19-01 – Vacation of a Portion of 5th Place Right-of-Way Adjoining the East Boundary of Lots 1 – 6, Block 1, Reid's Subdivision of Block 33 in the City of Coeur d'Alene – Dennis Grant, Engineering Project Manager
- Item 4 Approval of Additional Hours for the Community Development Block Grant Specialist Position – Renata McLeod, Municipal Services Director, and Hilary Anderson, Community Planning Director

**Library Community Room
702 Front Street**

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 2-11-19
FROM: Kyle Marine, Assistant Water Superintendent
SUBJECT: Award of Bid for Locust Well Pump Rehabilitation Project

=====

DECISION POINT: Staff requests that Council authorize bid award and a contract to Specialty Pump Service Inc as sole bidder for rehabilitation of the Locust Well.

HISTORY: The Locust well was originally hand dug in 1955. It was redeveloped in 1968 to a depth of 281 feet. It has a tested production capacity of nearly 3600 gpm. The production well is 12” in diameter and cased or screened to the bottom. The well was put into production and has consistently produced a rate of approximately 3000 gpm.

FINANCIAL ANALYSIS: The Water Department has budgeted \$90,000 through the operations and maintenance budget and no additional engineering services are required for this project. The base bid received is for the amount of \$70,696 from Specialty Pump Service Inc. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts; brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$132,342. approximately 32% over budget. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing approval for the base bid of \$70,696 and a contract not to exceed the budget amount of \$90,000.00 should additional replacements be required.

PERFORMANCE ANALYSIS: Staff proposes to have the pump assembly removed, cleaned, inspected, and replace any necessary parts. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless steel shafts shall be inspected and straightened as necessary to ensure factory tolerances. Once removal is approved to begin, staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials.

REQUESTED ACTION: Staff requests that the City Council approve award of the bid for the Locust Well Pump Rehabilitation Project to Specialty Pump Service Inc. as the successful bidder for the sum of \$70,696 and a contract not to exceed the budget amount of \$90,000.00.

CONTRACT
for
LOCUST WELL PUMP REHABILITATION

THIS CONTRACT, made and entered into this day of , 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **Specialty Pump Services Inc**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4712 S. Thor St., Spokane, WA 99203, hereinafter referred to as “**CONTRACTOR.**”

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Locust Well Pump Rehabilitation** according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d’Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefore according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker’s Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Ninety thousand and 00/100 Dollars (\$90,000.00).

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 on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Department.

The number of calendar days allowed for completion of the contract work shall be 90 calendar days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be

without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

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

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, the unit prices as set forth in the written bid of the **CONTRACTOR** are hereby made part of this contract.

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

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award

- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, CONTRACTOR shall not assign this contract, or any part thereof, without the prior written consent of the CITY.

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

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

**CONTRACTOR:
Specialty Pump Services Inc**

Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor 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.

2. Non-discrimination

The contractor, 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-contractors, including procurement of materials and leases of equipment. The contractor 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.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’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 contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor 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 contractor shall take such action with respect to any sub-contractor 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 contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

SPECIALTY PUMP
SERVICE, INC.
CONTRACT
TO BE PROVIDED
TO COUNCIL ON
FRIDAY,
FEBRUARY 8th

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 11, 2019

FROM: James Remitz, Capital Program Manager

SUBJECT: **Award of Construction Contract for the 2019 Compost Facility Improvements**

DECISION POINT:

The City Council may wish to award a contract for the construction of the 2019 Compost Facility Improvements to **National Native American Construction Inc. (NNAC, Inc.)** and authorize the Mayor to execute this contract. A copy of the proposed Contract, which is being reviewed by City legal staff, is attached.

HISTORY:

The Compost Facility was initially developed in 1988 as a means to dispose of bio-solids from the City's Wastewater Treatment Facility. The bio-solids are mixed with wood chips and the resulting composted material is used as a soil supplement for a variety of plantings. Since sewage flows and treatment efficiencies have increased in recent years, the resultant bio-solids have also increased thereby requiring additional covered composting capacity. This project will construct a 56' by 75' by 30' tall three-sided building that will provide additional covered composting bays.

PERFORMANCE ANALYSIS:

Bids for the construction of the 2019 Compost Facility Improvements were opened at 2:00 pm, Thursday January 17, 2019 and the results are as follows:

<u>BIDDER</u>	<u>AMOUNT</u>
NNAC, Inc.	\$ 636,900.00
La Riviere, Inc.	\$ 710,880.00
TML Construction, Inc.	\$ 738,509.00
Apollo, Inc.	\$ 825,000.00

J-U-B Engineers and City staff have evaluated the bids and determined that the bid submitted by NNAC, Inc. is the lowest responsive bid. A copy of J-U-B Engineers' evaluation of the bids is attached.

FINANCIAL ANALYSIS:

Funds for this project have been budgeted in the Wastewater Operating Fund in the current FY 2018/2019 City Financial Plan (Account # 031-022-4353-7310).

RECOMMENDATION:

Wastewater Department staff recommends that the City Council award the contract for the 2019 Compost Facility Improvements project to **NNAC, Inc.** for the submitted bid price of **\$ 636,900.00** and authorize the Mayor to execute the Contract pending legal review.



January 22, 2019

Jim Remitz
Wastewater Department, Capital Program Manager
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

RE: Bid Evaluation for City of Coeur d'Alene 2019 Compost Facility Improvements Project

Dear Jim:

On January 17, 2019, four bids for the 2019 Compost Facility Improvements Project were opened by the City. The apparent low and responsive bid was submitted by National Native American Construction, Inc. (NNAC, Inc.) with a total Base Bid price of \$636,900.00. For comparison, the Engineer's Opinion of Probable Cost for the project is \$700,000.00. A summary of the bids is included below, and a copy of the complete Bid Abstract is **enclosed** for your use in reviewing the bids.

BIDDER	TOTAL BID
NNAC, Inc.	\$636,900.00
La Riviere, Inc.	\$710,880.00
TML Construction, Inc.	\$738,509.00
Apollo, Inc.	\$825,000.00

We have reviewed the bids to determine general compliance with the administrative requirements of the bidding phase (i.e. whether each bid received was responsive) based on the following:

- Bid received on time in a properly sealed envelope
- Addenda, if any, properly acknowledged
- Bid Proposal with Unit Price Schedule was completed in general conformance with the Instructions to Bidders
- Bid Security included
- Bidder's Idaho Contractor License number included
- Bid signed
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC)
- Non-Collusion and Payment or Securement of All Taxes Forms completed

Our review did not include verification of the Bidder's business legal status, the signatory's authority to sign, or other possible reasons for considering the bids unresponsive. J-U-B verified the status of the Idaho Public Works license for each Bidder.

We recommend that you work with your legal counsel to review the Bids and conduct any further review that is warranted in order to determine the final award status.

City of Coeur d'Alene
January 22, 2019

A copy of the bid from National Native American Construction, Inc. (NNAC, Inc.) and the Bid Abstract are **enclosed** for reference. We will prepare the award and agreement documents accordingly for your use should you choose to award the project to NNAC, Inc.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,
J-U-B ENGINEERS, Inc.



Pete Stayton, P.E.
Project Engineer

Enclosure

COEUR D'ALENE WASTEWATER UTILITY - 2019 Compost Facility Improvements
BID OPENING -CITY OF COEUR D'ALENE City Clerk's office - January 17, 2019 at 2:00pm

Engineer's Opinion of Probable Cost - \$700,000

BID ABSTRACT

BIDDER NAME:	NNAC Inc.	La Riviere	TML Construction	Apollo, Inc.
ADDRESS:	3901 N. Schreiber Way Coeur d'Alene, ID 83815	P.O. Box 100 Athol, ID 83801	P.O. Box 2970 Hayden, ID 83835	P.O. Box 7305 Kennewick, WA 99336

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Compost Facility Improvements: Lump Sum Bid Price	1	LS	\$601,900.00	\$601,900.00	\$675,880.00	\$675,880.00	\$703,509.00	\$703,509.00	\$790,000.00	\$790,000.00
2	Contingency Allowance	1	EA	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
	TOTAL				\$636,900.00		\$710,880.00		\$738,509.00		\$825,000.00
	Completed Bid Form			Yes		Yes		Yes		Yes	
	Addenda Acknowledged										
	Addendum No. 1			Yes		Yes		Yes		Yes	
	Addendum No. 2			Yes		Yes		Yes		Yes	
	Non-Collusion Affidavit			Yes		Yes		Yes		Yes	
	Affidavit of Payment or Securement of All Taxes			Yes		Yes		Yes		Yes	
	Bid Guaranty Bond			Yes		Yes		Yes		Yes	
	General Contractor Public Works License Number			020626-U-1-2-3		17425-U-1-2-3		14401-U-1-3		14034-U-1-2-3	
	Naming of Subcontractors										
	Electrical			Fuse Electrical, LLC 027171-AAA-4		Fuse Electrical, LLC		Fuse Electrical, LLC		Fuse Electrical, LLC	
	HVAC			Air Tech Mechanical Company 12273-A-4		Air Tech Mechanical Company		Air Tech Mechanical Company		N/A	
	Plumbing			RL Jacobs Plumbing, Inc. 12056-CC-4		RL Jacobs Plumbing, Inc.		RL Jacobs Plumbing, Inc.		RL Jacobs Plumbing, Inc.	
	Highlighted Cell Indicates Bid Irregularities										

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
2019 COMPOST FACILITY IMPROVEMENTS
CONTRACT**

THIS CONTRACT is made and entered into this 19th day of February, 2019, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and National Native American Construction, Inc. (NNAC), a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 3901 N. Schreiber Way, Coeur d'Alene, Idaho 83815, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded the contract for the 2019 Compost Facility Improvements in the City of Coeur d'Alene, according to the plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene – Wastewater Utility - 2019 Compost Facility Improvements

NOW, THEREFORE,

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

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

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

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

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed Six hundred thirty-six thousand, nine hundred dollars and No/100 (\$636,900.00), as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

BID SCHEDULE

BASE BID	
Item No. 1 – Compost Facility Improvements: Lump Sum Bid Price	\$601,900.00
Item No. 2 – Contingency Allowance: Unit Price, (1 ea)	\$35,000.00
TOTAL: (Item No. 1 + Item No. 2)	\$636,900.00

The Work shall be substantially complete within **two hundred forty-five (245) calendar days** (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

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

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

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

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

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

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

CITY:

CITY OF COEUR D'ALENE

KOOTENAI COUNTY, IDAHO

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

(SEAL)

CONTRACTOR:

National Native American Construction, Inc.
(NNAC)

By: _____

ATTEST:

(SEAL)

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: February 11, 2019
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-19-01, Vacation of a portion of 5th Place right-of-way adjoining the east boundary of Lots 1 – 6, Block 1, Reid's Subdivision of Block 33 in the City of Coeur d'Alene.**

DECISION POINT

The applicant, David and Sheran Woodworth, are requesting the vacation of right-of-way along the west side of 5th Place, between Montana Avenue and Roosevelt Avenue.

HISTORY

The requested right of way was originally dedicated to the City of Coeur d'Alene in the Reid's Acre Tracts plat in 1903.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 4,464 square feet to the County tax roll. It would be a benefit to the municipality as tax revenue and to the land owners whose lots adjoin the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a twelve foot (12') strip of right-of-way along the west side of 5th Place, between Montana Avenue and Roosevelt Avenue. This vacation would accommodate a building structure and setback for the property owner. This would leave forty-eight feet (48') of right-of-way for the street. Located just behind the curb, there will be a 5' public utility easement. All other utilities and easements will remain in place. The City requested that Mr. Woodworth obtain signed approval from the other 5 property owners that they will agree to this vacation adjoining their property. All property owners have agreed and signed the letter that Mr. Woodworth sent out. The Development Review Team was informed about this vacation.

Here are the comments from the Planning Department on the Vacation Request for 834 N. 5th Street: Although the garage and bedroom addition for the work at 834 N 5th St. went through the permitting process and received approval in 2018 (the plans satisfied the zoning code based on the provided property lines shown on the site plan) it wasn't until the structure was in the middle of construction that the errors on the plans were discovered during a site visit by Planning Staff. The property lines shown on the plans were found to be inaccurate, and the structure was not built to what was approved (although the property lines were inaccurate, the structure should have still met all

setbacks according to the measurements shown on the plans). After discovering the inaccuracies with the plans, the contractor and the owners were contacted. This prompted multiple meetings between the Woodworth's and Planning Department staff, along with Randy Adams with the Legal Department, Dennis Grant with Streets & Engineering, and Ted Lantzy and Keith Clemmons with the Building Department to discuss the extent of the structure's noncompliance, which included (flipped garage doors, a driveway length that was shorter than the Code requirement, a rear setback length that was shorter than the Code requirement, and a height of the accessory structure within the rear yard setback that exceeded the permitted maximum of 18 feet). Staff helped brainstorm potential solutions with the Woodworth's to see if there were any options to bring the garage into compliance and avoid major alterations to the structure. One of the discussed options was a potential vacation of the right of way for the full length of 5th Place along the west side of the street to the curb to gain the needed amount of property so that the rear setback would align with the code requirement and would bring the height of the accessory structure (garage) in the rear yard into compliance with the 18-foot maximum height in the 25-foot rear yard setback. The vacation was discussed as a potentially viable option for multiple reasons, including the fact that the lot is a double frontage lot, and that there are existing structures already located in the City's right-of-way on the same block. The vacation would also make some of the other properties along the west side of 5th Place legal and compliant with the Code if a vacation request was approved. Staff asked that the Woodworth's present the proposal for a vacation request to the rest of the home owners on the west side of 5th Place to see if they were in support. The Woodworth's did seek support from neighboring properties prior to submitting the vacation application. Staff also said that in order for a vacation to be supported, that it would need to be for the full length of 5th Place on the west side of the street. The exhibit provided for the vacation also has a 5' easement for public utilities. Staff supports the vacation request with the previous caveats and is not concerned that it would set precedence for other vacation requests because 5th Place is an unusual situation with only six properties having a double frontage with the primary frontage being 5th Street, 5th Place has been used by the six properties as an alley for a number of years, and many of the properties that have been using the City's right-of-way for sheds, other structures and fences for a number of years.

RECOMMENDATION

Staff recommends that the Public Works Committee instruct Staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommend to the City Council the setting of a public hearing for the item on March 5, 2019.



N. 2nd St

E. Boise Ave

Miller Ave

N. 3rd St

N. 4th St

N. 5th St

Roosevelt Ave

AREA OF RIGHT OF WAY
VACATION

E. Montana Ave

E. Elm Ave

E. Reid Ave

N. 7th St

N. 8th St



PROJECT NO: S18016

SCALE: 1" = 200'

DRAWN BY: VJK

CHECKED BY: RCH

DWG FILE: Z:2018\S18016\09 Survey\10 DWG

HMMH
engineering

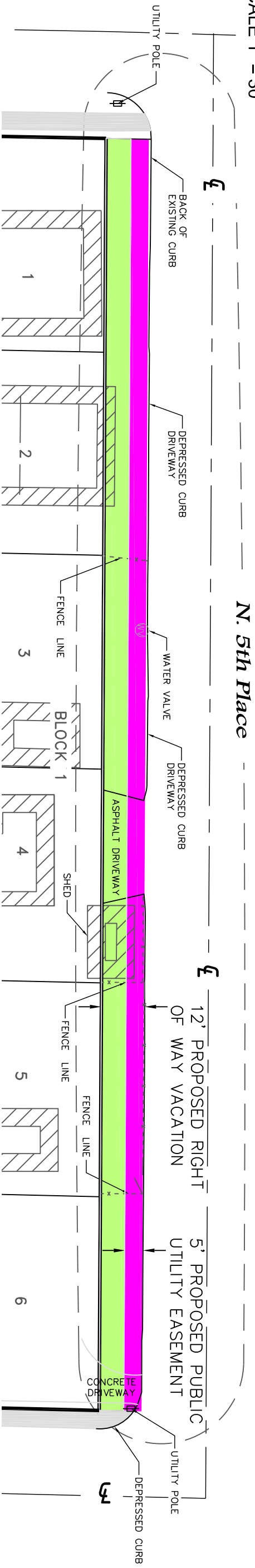
3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

RIGHT OF WAY VACATION

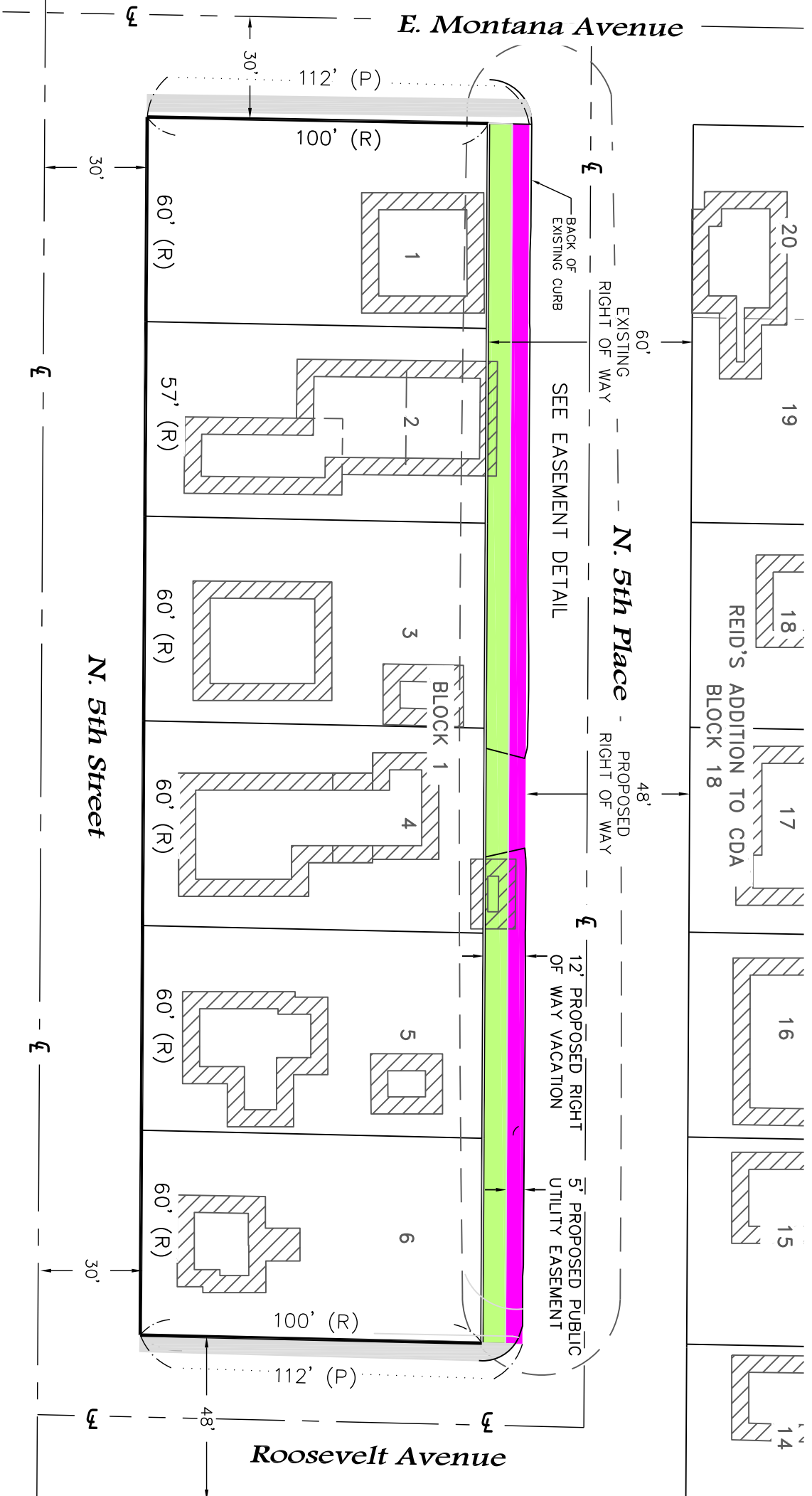
REID'S SUBDIVISION OF BLOCK 33,
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

EASEMENT DETAIL

SCALE 1" = 30'



VICINITY MAP



LEGEND:

- (R) Record information.
- (P) Proposed distance
- Proposed right of way vacation
- Proposed 5' public utility easement
- Existing sidewalk

Existing sq ft of lots 1 - 6
= 35,712 sq. ft., 0.82 acres
Proposed right of way vacation
= 4,464 sq. ft., 0.10 acres

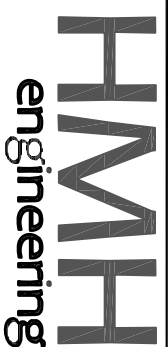
PROJECT NO: S18016

SCALE: 1"=40'

DRAWN BY: VJK

CHECKED BY: RCH

DWG FILE: Z:\2018\S18016\09 Survey\10 DWG



3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

RIGHT OF WAY VACATION

REID'S SUBDIVISION OF BLOCK 33,
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

**GENERAL SERVICES COMMITTEE
M E M O R A N D U M**

DATE: FEBRUARY 11, 2019

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR
HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR

RE: APPROVAL OF ADDITIONAL HOURS FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT SPECIALIST POSITION.

DECISION POINT: To approve the allocation of additional funding for 10 additional work hours per week for the CDBG Specialist position, at an additional cost of \$14,113, to be paid out of the CDBG Administration line item.

HISTORY: The City authorized the in-house position of CDBG Specialist at 20 hours a week during its Fiscal Year 2017-2018. During this first year of in-house CDBG services, of which the CDBG specialist worked an average of 20-25 hours per week, the City received accolades from HUD regarding our community outreach efforts, as noted in the Plan year 2017 Action Plan acceptance letter. The Office of Field Policy and Management stated that *“City solicitation of input from citizens and a wide variety of public agencies is one of the most laudable sections of the plan. If a citizen or agency representative missed the opportunity to comment, it wasn’t due to a lack of effort on the part of city staff. Gathering of comments was masterfully planned and well executed.”* This was an effort by staff to really make an impact that the City truly desires input from the community and could not have been done had it not been for the CDBG Specialist position. From mid-November of 2018 to present day, the CDBG Specialist has already been working 30 hour week averages in order to keep up with increased demands on the position. After a full year of reviewing the position, staff has determined that additional hours are needed to conduct project research and planning for the betterment of the program, manage increased sub-recipient monitoring duties related to the Davis Bacon Act, and maintain the quality of service that the position presently employs.

One such example of increased quality of service that has resulted from bringing this position in-house is in regards to the City’s Emergency Minor Home Repair and Accessibility Improvement Program (EMRAP). One of the City’s most time intensive and consistent CDBG funded program administered throughout the year, the EMRAP program provides grants to low income home owners for emergency repairs. It is a time intensive program as incomes need to be verified, site visits are conducted for environmental review and a final monitoring performed when the project is complete. These are all steps required by HUD, but well worth it to keep the City’s affordable housing stock livable. During the first year of bringing this program in-house the city has assisted 20 homeowners which is a 30% performance increase than in the same time frame of the prior plan year.

The City annually funds community grants, which are competitively sought. Plan Year 2017 funded two projects that required Davis Bacon compliance, which created additional subrecipient management and administrative burdens. Between 2017 and 2018, the city received 5 community opportunity grant applications for rehabilitation to public facilities. The increase in public facility rehabilitation applications indicates a greater community need in this realm and likewise more Davis Bacon reporting requirements, training to sub-recipients, and monitoring oversight in current and future years. However, the benefit of providing these funds outweighs the administrative burden. We would like to continue to offer the community grants, even with the Davis Bacon compliance burden.

Additionally, there are many annual reports that require citizen participation meetings and many city projects researched upon request for eligibility of use of CDBG funds (i.e., East Sherman, safe routes to schools, and housing needs). As the 2019 year progresses, the position of CDBG Special will migrate to be incorporated into the Planning Department. This will take additional hours of training and coordination with other City departments to explore a greater variety of uses for CDBG funds, including potential job building economic development projects. Future goals continue to be increased public engagement and the seeking of meaningful community input in regards to the Affirmatively Furthering Fair Housing Action Plan (AFFH) due in 2022 that will be an intense requirement of HUD (with ever changing requirements).

Staff is requesting the funding of an additional 10 hours per week, covered entirely by CDBG funds. CDBG funding covers the benefits for this position entirely, so this increase includes the benefit increases along with staff wages. HUD has moved to grant based accounting and will no longer allow administrative dollars to roll over from year-to-year without counting against that year's 20% maximum. Because of this, maintaining a consistent 30 hour work week rather than a flex schedule of 20-25 hours is more prudent for financial planning and to best meet the growing needs of the community.

FINANCIAL: The annually authorized budget for the 20 hours per week position is fully-benefited at \$40,136 per year. Funds are reimbursed to the City from the HUD CDBG grant. The grant allows 20% of the allocation to be used for administration of the grant. Based on the CDBG Plan Year 2018 funding cycle (which runs from April 1 through March 30) the city would have the capacity to allocate approximately \$63,695 to the administration line item. This allows for some flexibility in expenses as training opportunities arise, allows for support to Fair Housing, the publication of a legal notices and brochure creation, etc. Based on this approximate allocation, enough administrative dollars would remain to cover the additional 10 hours per week requested, for an additional \$14,113, totaling \$54,249. This would leave approximately \$9,446 for other needed administrative expenses. Should an annual grant allocation dip low enough not to cover staffing costs, it is possible to cover staffing administration costs out of the EMRAP project line item as part of that program' management. However, it is staff's first recommendation to fund the CDBG Administrative Specialist position out of the allowable 20% administrative line item.

PERFORMANCE ANALYSIS: Authorizing 10 additional hours for this position will allow staff to meet deadlines, conduct more outreach, work on more densely regulated community grants, and be available to work with City staff to plan for future city related projects. Without this increase in hours, the quality of service provided by this position will naturally decline as fewer hours will be available to assist the public, area partners, and process more regulated grant applications.

DECISION POINT/RECOMMENDATION: To approve the allocation of additional funding for 10 additional work hours per week for the CDBG Specialist position, at an additional cost of \$14,113 to be paid out of the CDBG Administration line item.