



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, Gookin & English**  
**July 10, 2017, 4:00 p.m.**  
**AGENDA**

- Item 1 Professional Services Agreement with HDR Engineering for “As Needed” Wastewater Discharge Permitting Assistance – Jim Remitz/Mike Anderson
- Item 2 Award for A New Rubber Tracked Excavator – Tim Martin
- Item 3 Partnership with North Idaho College – Kenny Gabriel

**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.*

**CITY OF COEUR D'ALENE**  
**PUBLIC WORKS COMMITTEE**  
**STAFF REPORT**

**DATE:** July 10, 2017

**FROM:** James Remitz, Capital Program Manager  
Mike Anderson, Wastewater Superintendent

**SUBJECT: Professional Services Agreement with HDR Engineering  
For "As Needed" Wastewater Discharge Permitting Assistance**

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**DECISION POINT:** The City Council may desire to approve the attached Professional Services Agreement between the City of Coeur d'Alene (City) and HDR Engineering, Inc. for wastewater discharge permitting assistance. These services for the Wastewater Department will be performed on an "as-needed" basis.

**HISTORY:** The City of Coeur d'Alene currently discharges treated wastewater into the Spokane River authorized by the United States Environmental Protection Agency's (EPA) National Pollution Discharge Elimination System (NPDES) Permit No. ID0022853. This permit was issued to the City on December 1, 2014 and will expire November 30, 2019. The permit defines the effluent (treated wastewater) pollutant limits and monitoring requirements that the City's Advanced Wastewater Treatment Facility (AWTF) must comply with. Since the State of Idaho, Department of Environmental Quality (IDEQ) is in the process of taking over the permitting of municipal wastewater dischargers, the City's next discharge permit (2019) is expected be issued by IDEQ.

Through extensive planning, design, construction and operational efficiency, the City has been very successful in meeting the requirements of the permit. Much of this success is due to the continuing efforts of the City's consultant, HDR Engineering, and their knowledge and expertise with the City's AWTF and the permitting process.

**FINANCIAL ANALYSIS:** The costs of this agreement are included in the Wastewater Department annual financial plan (budget) and are funded by the approved wastewater rates.

**PERFORMANCE ANALYSIS:** HDR Engineering has a long history of providing excellent planning and engineering services for the City's AWTF. Because of

their knowledge and experience with the AWTF and their awareness of current and future permitting issues, they are uniquely qualified to provide these services to the Wastewater Department management team. The Wastewater Department believes that these professional services are a valuable resource that will allow the City to remain proactive with the issues and nuances of the permitting process.

**RECOMMENDATION:** Wastewater staff recommends approval of the Professional Services Agreement with HDR Engineering, Inc. for As-Needed Discharge Permitting Assistance and authorizing the Mayor to execute said agreement.

**AGREEMENT BETWEEN CITY OF COEUR D’ALENE AND HDR  
ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of July, 2017, between CITY OF COEUR D’ALENE (“CITY”), with its principal offices at 710 E. Mullan Ave., Coeur d’Alene, Idaho 83814, and HDR ENGINEERING, INC., (“ENGINEER”), a Nebraska corporation, with its principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114, for services in connection with the project known as Regulatory Technical Assistance (“Project”);

**WHEREAS**, CITY desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services; and

**WHEREAS**, CITY has previously awarded professional services contracts to ENGINEER for associated and phased projects at Wastewater Treatment facilities; and

**WHEREAS**, CITY has established guidelines and followed procedures, pursuant to Idaho Code § 67-2320, for selection for professional engineering services.

**NOW, THEREFORE**, CITY and ENGINEER, in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

CITY shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation under this Agreement shall be on the basis of Direct Labor Costs times a factor of 3.19 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses.

Direct Labor Cost shall mean salaries and wages (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to ENGINEER.

Reimbursable Expenses shall mean the actual expenses, incurred directly or indirectly, in connection with the Project, including transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express delivery, and other similar incurred expenses. ENGINEER may add up to ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A, or as otherwise provided herein.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures, and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. JURISDICTION**

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.

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

CITY OF COEUR D'ALENE

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

HDR ENGINEERING, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICES**  
**CITY OF COEUR D'ALENE, IDAHO**  
**REGULATORY TECHNICAL ASSISTANCE**

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**BACKGROUND**

The City of Coeur d'Alene discharges highly treated wastewater effluent to the Spokane River and must comply with a federal National Pollutant Discharge Elimination System (NPDES) permit. Discharges to the Spokane River are subject to a number of regulatory compliance requirements that include Technology Based Effluent Limits (TBELs) and Water Quality Based Effluent Limits (WQBELs). The TBELs requirements for secondary treatment govern effluent limitations for Biochemical Oxygen Demand (BOD) and Total Suspended Solids. The WQBELs result from the Washington Department of Ecology's 2012 Dissolved Oxygen Total Maximum Daily Load (TMDL), toxics management requirements for discharge to the river, and other water quality standards. This results in effluent limits for Phosphorus, Ammonia, and Metals, as well as management requirements for bio-accumulative toxics such as Polychlorinated Biphenyls (PCBs).

State water quality standards may result in new, more challenging effluent limitations in the future as the Idaho Department of Environmental Quality (DEQ) progresses through its triennial water quality standards rulemaking process. At the same time, the state of Idaho is in the process of taking over primacy from EPA Region 10 for discharge permitting and implementing a new IPDES program (Idaho Pollutant Discharge Elimination System). The City's permit issued by EPA in 2014 is expected to be renewed and issued by the state of Idaho in 2019.

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**OBJECTIVES**

1. Support the City's continuing efforts for regulatory compliance in the most cost effective manner possible.
  2. Analyze water quality, treatment effectiveness, and standards to support the City's understanding of regulatory implications
  3. Provide technical support to compliment the City's regulatory analysis and reporting requirements
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**SCOPE OF SERVICES**

This scope of services is for the Consultant to assist the City through various technical assistance activities related to water quality, discharge permitting, water quality standards rulemaking, and regulatory compliance. The scope of Consultant services are identified in the following tasks. Consultant will commence with services upon written notice to proceed with the selected tasks. Schedule will be determined at the time of notice to proceed.

**TASK 100 - IDAHO IPDES DISCHARGE PERMITTING REVIEW**

**Objective and Approach**

The state of Idaho's new IPDES discharge permitting program is being developed by Department of Environmental Quality staff with input from the regulated community and other 3<sup>rd</sup> party stakeholders. Participating in Idaho DEQ meetings on development of the IPDES discharge permitting program and actively engaging with workgroup has been necessary to provide input to the state's Effluent Limit Development Guidance (ELDG). Working on behalf of the City of Coeur d'Alene, the Association of Idaho Cities (AIC), and other wastewater utilities,



input is to be prepared for inclusion in the Stakeholder Workgroup Pollutant Guidance Recommendations, including the following key topic areas:

### **Idaho Pollutant Discharge Elimination System Effluent Limit Development Guidance**

- 1 Introduction
- 2 Toxics
  - Metals
  - Cadmium, Lead, Zinc, Arsenic
  - Mercury
  - Human Health Criteria
  - PCBs, Phthalates, etc.
- 3 Temperature
- 4 Nutrients

#### **Deliverables**

- Participation in DEQ IPDES meetings
- Written Effluent Limit Development Guidance (ELDG) suitable for inclusion as permit writers' guidance in the new state permit system.

#### **Budget and Schedule**

- Professional technical staff time of approximately 30 to 40 hours for approximately \$8,000 to \$9,000
- Calendar year 2017

### **TASK 200 - AS REQUESTED TECHNICAL SUPPORT SERVICES**

To assist the City with regulatory compliance issues including water quality standards and permitting, which may include the following or other tasks as may be assigned by the City:

- Include in program meetings regular briefing on permitting and regulatory issues
- Coordinate with DEQ and/or EPA on issues, as needed
- Awareness of SRRTTF, Washington permits, and other regional issues and potential impacts
- Awareness of IPDES program development and opportunities to comment to DEQ
- Review DMR data, identify potential issues, and assess operational issues relative to performance data
- Assist with addressing any potential compliance issues, if they occur
- Review the QAP for conformance and assist with modifications for updates
- Review the O&M plan for conformance and assist with modifications for updates
- Assist with phosphorus management annual reporting and revisions
- Assist with toxics management annual reporting and revisions
- Assist with surface water monitoring annual reporting and revisions
- Assist with pretreatment annual reporting and revisions
- Review progress towards meeting compliance schedule requirements
- Assist with IPDES application renewal preparation

#### **Assumptions**

- Charges will be on a time and materials basis and the overall budget may be extended as required and requested by the City.

#### **Deliverables**

- Defined at the time of authorization

## **Budget and Schedule**

- As-requested and authorized by the City

# EXHIBIT B

## HDR Engineering, Inc. Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. CITY shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CITY. ENGINEER agrees to indemnify CITY for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CITY agrees to include ENGINEER as an indemnified party in CITY's construction contracts for the work, which shall protect ENGINEER to the same degree as CITY. Further, CITY agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Idaho.

### 6. SERVICES AND INFORMATION

CITY will provide all criteria and information pertaining to CITY's requirements for the project, including design objectives and constraints,

space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CITY will also provide copies of any CITY-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CITY will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CITY agrees to bear full responsibility for the technical accuracy and content of CITY-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CITY that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CITY's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CITY's legal and financial interests. To that end, the CITY agrees that CITY or the CITY's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CITY deems necessary to protect the CITY's interests before CITY takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

CITY and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CITY nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CITY may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CITY or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER, and CITY will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

### 9. TERMINATION OF AGREEMENT

CITY or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and CITY will make payments to ENGINEER within thirty (30) days of CITY's receipt of ENGINEER's invoice.

# EXHIBIT B

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CITY's auditors upon request.

If CITY disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CITY may temporarily delete the disputed item and pay the remaining amount of the invoice. CITY will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CITY recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess CITY interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date CITY receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CITY of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

CITY represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CITY represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CITY and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option

and without liability for delay, consequential or any other damages to CITY, suspend performance of services on that portion of the project affected by hazardous materials until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CITY acknowledges that ENGINEER is performing professional services for CITY and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CITY shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CITY to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CITY, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. ALLOCATION OF RISK

**CITY AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO CITY AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO \$1,000,000, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

## 17. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CITY shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 18. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

## 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, CITY shall notify ENGINEER of the presence and location of any underground utilities located on the CITY's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CITY agrees to waive any claim against ENGINEER and will indemnify and hold

## EXHIBIT B

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ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## **PUBLIC WORKS STAFF REPORT**

**DATE:** July 10, 2017

**FROM:** Tim Martin, Director Streets & Engineering

**SUBJECT:** AWARD FOR A NEW RUBBER TRACKED EXCAVATOR

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### **DECISION POINT:**

Request Council acceptance of the low and responsive quote received for a new rubber tracked excavator and allows purchasing this machine instead of acquisition to buy.

### **HISTORY:**

The Streets Capital Outlay Summary included in the adopted 2016-17 Financial Plan includes \$17,000.00 for the department to enter into a 5 year agreement to acquire a rubber tracked excavator. In order to meet the demand for use of a machine to do various needs during the summer construction season, the department has in the past rented a similar excavator for the construction season.

While in the process to entertaining bid quotes the price we received was very favorable, so the thought is to buy the machine outright. The direct purchase will save dollars in financing fees. The machine will be used primarily for drainage utility work, such as swale maintenance and catch basin and pipe replacement.

The Drainage utility capital improvement summary does not identify the specific purchase of this machine, but there is savings identified in the budget. In order to purchase this machine the Drainage Utility would provide \$81,229.00 (83%) and the General fund (Streets) \$17,000.00 (17%).

### **FINANCIAL ANALYSIS:**

The responsive quotes were:

\$98,229.00 from FMI Equipment

\$102,244.00 from PacWest Machinery, LLC

\$116,035.00 from Rowand Machinery Company

### **PERFORMANCE ANALYSIS:**

The Excavator offered has been analyzed and determined to meet our needs. A delivery date has been specified as no later than 45 days.

### **DECISION POINT/RECOMMENDATION:**

Request Council acceptance of the low and responsive quote received for a new Excavator from FMI Equipment for \$98,229.00.

# **City of Coeur d'Alene**

## **FIRE DEPARTMENT**

*“City of Excellence”*

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### **Staff Report**

**Date:** June 20, 2017

**From:** Kenny Gabriel, Fire Chief

**Re:** Partnership with North Idaho College (NIC)

**DECISION POINT:** Should Mayor and Council allow the Fire Department to surplus our 1999 E-One pumper and gift to NIC for use at the Firefighter Academies?

**HISTORY:** In 2007 the City and Fire Department began a partnership with NIC to provide training to the community for First Aid and CPR. That grew into an Emergency Medical Technician (EMT) class and then a Firefighter 1 academy. Firefighter 2 was recently added. All classes are taught by members of the Fire Department and administered by NIC Workforce Training Center. The interest in all classes has grown and the logistical needs have grown as well. We have used Department apparatus for the hands on portion of the academy. This has become problematic as we have had the need to use these rigs for response. With the passing of the General Obligation Bond and subsequent purchase of new apparatus, we have seen that need for our use eliminated. The firefighter academy still needs a dedicated piece of equipment. We would like to gift NIC our 1999 E-One pumper for the sole use for the fire academy.

**FINANCIAL ANALYSIS:** There is no negative impact to the City. Any maintenance issues will be the responsibility of NIC.

**PERFORMANCE ANALYSIS:** The fire academy class has grown in popularity. Our desire has always to train, through NIC, and keep local college students to be able to serve the community they have lived in. We have had many of the students obtain fire service jobs in the region. Continuing our partnership with NIC is a priority to Fire Department Administration as is fiscal responsibility of our fleet. By giving them an engine we better serve the program and save on wear and tear of one of our reserve apparatus.

**DECISION POINT/RECOMMENDATION:** Allow the Fire Department to surplus our 1999 E-One pumper and gift it to NIC for use in the Firefighter academy.

