



Coeur d'Alene

CITY COUNCIL MEETING

JANUARY 5, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
DECEMBER 15, 2009**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room December 15, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Deanna Goodlander)	Members of Council Present
Mike Kennedy)	
Woody McEvers)	
Loren Ron Edinger)	
A. J. Al Hassell, III)	
John Bruning)	

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

INVOCATION was led by Assistant Pastor Carl Cook, Candlelight Christian Fellowship.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman Goodlander.

PROCLAMATION – HOMELESS PERSON’S MEMORIAL DAY: On behalf of Mayor Bloem Councilman Bruning read a proclamation proclaiming December 21st as Homeless Person’s Memorial Day. Russell Haakinson accepted the proclamation for the Dirne Health Centers.

PRESENTATION – CITIZEN APPRECIATION AWARD: Police Chief Wayne Longo read the plaque to be awarded to Jerry Gunderson as a Citizen Appreciation Award for his bravery in restraining an armed robber at Shopko. Mayor Bloem presented letters of commendation to Police Sergeants Walther and McCormick for their actions in the arrest of the robber.

PRESENTATION - KOOTENAI COUNTY POLICE AND FIREFIGHTERS FOUNDATION: Director Bud Arce from the Kootenai County Police and Firefighters Foundation presented a report of their activities for the past year.

PUBLIC COMMENTS:

21-GUN SALUTE REQUESTED: Eric Mesher, 1111 W. Darling Ave., Hayden, requested that his organization who hosts a Fallen Heroes Motorcycle Rally be allowed to do a 21-gun salute during his group’s rally. He would like the City to designate the Fallen Heroes Memorial Park as a designated memorial site for doing 21-gun salutes. Motion by Edinger, seconded by Kennedy to refer this issue to the General Services Committee. Motion carried.

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

1. Approval of minutes for December 1, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, December 21st at 2:30 p.m. and 4:00 p.m. respectively.
3. RESOLUTION 09-052: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF S-3-06 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR HAWK'S NEST 4TH ADDITION AND APPROVAL OF AN AGREEMENT FOR PUD-4-06 AND PUD-4-06M FOR RIVERSTONE WEST PLANNED UNIT DEVELOPMENT (PUD).
4. Approval of Annual Road and Street Financial Report
5. Approval of bills as submitted and on file in the Office of the City Clerk.
6. Approval of beer/wine license for: C & C Grocery at 3280 W. Prairie Ave.; The Wine Cellar at 313 Sherman, and; Walgreens at 3335 W. Appleway.
7. Approval of City Boundaries and authorizing staff to submit to the State Tax Commission.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOODLANDER: Councilman Goodlander reported that she volunteered to ring the bell at Shopko for the Salvation Army as part of her Rotary Club.

COUNCILMAN MC EVERS: Councilman McEvers announced that the City of Hayden will be televising their Council meetings on CDA TV, Channel 19.

COUNCILMAN EDINGER: Councilman Edinger wished everyone a very Merry Christmas and a Happy and Prosperous New Year.

COUNCILMAN GOODLANDER: Councilman Goodlander announced that a Mudgy and Millie "moose-ltoe" party will be held at 12:00 noon at the Library on December 19th.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel reported Avista has plans to start work on trimming trees that obstruct power lines on the new City property located south of Fernan Lake. She announced that there is a winter storm warning tonight with 1-2 more inches of snow with freezing drizzle and cautioned everyone to drive carefully. Mrs. Gabriel corrected a newspaper article that ran in the Coeur d'Alene Press today which stated that an injunction has been made; however, Jim Brannon had just filed a request for an injunction to prevent the elected candidates from being sworn in on Jan. 5. Our mobile Santa that rides on the old fire truck is coming to town. He will be in the following areas: On December 20th he will be west of 7th Street and south of Appleway; December 21st he will be east of 7th Street and south of Appleway; December 22nd he will be east of US 95 and north of Appleway, and; December 23rd he will be west of US 95 and north of Appleway. She announced that the Idaho Dept. of Lands has awarded

the City a \$6,000 transportation enhancement grant for trees to be planted at certain locations in Coeur d'Alene. She gave kudos to Karen Haskew, City Urban Forester, for obtaining this grant. The Holidays and Heroes program was a resounding success with children shopping at Wal-Mart. The Coeur d'Alene Police Department wants to remind residents to move your boats, trailers, or other inoperable vehicles from the streets during the winter months. She noted that any vehicle left on the street or buried in the snow will be considered abandoned and will be removed at owner's expense. Mrs. Gabriel also reported that the Police Department experiences increased robberies during the holiday season and she provided residents with advice such as locking all doors and windows whenever you leave your residence, not putting gifts in view of windows and other precautionary measures. She announced that there will be a City Council Workshop on January 13th at 12:00 noon to review the proposed animal control regulations and she invited the public to attend. Wednesday morning KXLY television will be at Fire Station No. 2 at 5 a.m. for a demonstration on Christmas trees and potential fire hazards.

RESOLUTION NO. 09-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR USE OF REAL PROPERTY WITH COEUR D' ALENE SCHOOL DISTRICT NO. 271 FOR A TEMPORARY OFF-LEASH DOG PARK.

STAFF REPORT: Doug Eastwood explained that the School is allowing the use of their property off Atlas Road for an off-leash dog park. The lease is an annual lease with the City of Coeur d'Alene renewable for up to three years. The City is participating in this temporary park with the Kootenai Dog Park Association by providing used fencing for this site and will also assist in doing a weekly maintenance of the park.

Motion by Goodlander, seconded by Edinger to adopt Resolution 09-053.

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

RESOLUTION NO. 09-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LOAN OFFER, ACCEPTANCE AND AGREEMENT FOR WASTEWATER TREATMENT FACILITY DESIGN AND CONSTRUCTION (THE "LOAN OFFER") FROM THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY ("DEQ").

STAFF REPORT: Finance Director, Troy Tymesen, reported that the Wastewater Treatment Plant in 2001 received judicial confirmation to upgrade the plant in an aggregate up to \$28,000,000.00. The first bonds were issued in 2007 for \$15,000,000.00 and acquired by DEQ. The city has the opportunity of a loan offer from DEQ for up to \$13,000,000.00 at a 0.5% fixed interest rate for 20 years with no loan fees. The City could take this bond issue to the open market in the form of a revenue bond; however, the interest rate would not be 0.5% fixed for 20

years. He noted that the savings to the rate payer if all \$13,000,000.00 is used would be in excess of \$4,000,000.00 if the City had gone out for a commercial loan rate that did not exceed 3.75%.

Motion by Goodlander, seconded by Hassell to adopt Resolution 09-054.

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

EXECUTIVE SESSION: Motion by Hassell, seconded by to enter into Executive Session as provided by I.C. 67-2345, SUBSECTION F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement.

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

The Council met in Executive Session at 7:10 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation. No action was taken and the Council returned to the regular meeting at 8:16 p.m.

ADJOURNMENT: Motion by McEvers, seconded by Bruning that, there being no further business before the Council, this meeting is adjourned. Motion carried.

The meeting adjourned at 8:16 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 10-001

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 AWARD OF CONSTRUCTION CONTRACT FOR WWTP PHASE 5B AND AGREEMENT WITH HDR ENGINEERING FOR CONSTRUCTION ENGINEERING SERVICES FOR WWTP PHASE 5B

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 2" and by reference made a part hereof as summarized as follows:

- 1) Award of Construction Contract for WWTP Phase 5B;
- 2) Agreement with HDR Engineering for Construction Engineering Services for WWTP Phase 5B;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 2" 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 5th day of January, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 21, 2009
FROM: David E. Shults, Capital Program Manager
SUBJECT: Award of Construction Contract for WWTP Phase 5B

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DECISION POINT:

The City Council is requested to approve the agreement with Contractors Northwest, Inc. for construction of WWTP Phase 5B for a total cost of \$10,632,100 with the condition that the costs of the agreement are determined to be eligible for loan funding from Idaho Department of Environmental Quality.

HISTORY:

The Phase 5B Wastewater Treatment Plant Upgrade and Expansion project is one of several outlined in the recently approved Wastewater Treatment Plant Facility Plan Amendment that is intended to assure reliable and continuous treatment for the community. The planned improvements will provide additional digester capacity for treatment of the biosolids portion of the City's wastewater, and will provide additional building space for administration, laboratory, and collections division operations. Plans and specifications were developed by HDR Engineering; contractor prequalification was conducted; and seven contractors responded to the City's advertisement for bids. The bids ranged from a low of \$10,632,100 to a high of \$14,735,000. The engineer prepared a cost estimate range, with \$13,520,000 representing the high end of the range. The City accepted a low interest loan from the Idaho Department of Environmental Quality to provide most of the funding for the project. Judicial confirmation of the City's authority to enter into debt for these necessary project improvements has been granted. HDR Engineering and City staff determined that the low bid from Contractors Northwest is the lowest responsive bid from a qualified contractor. DEQ must review the City's procurement process and award decision to allow their determination of loan eligibility.

FINANCIAL ANALYSIS:

Phase 5B Construction Cost Estimate

City Admin Expenses	10,000
Equipment Prepurchase	125,000
Construction Engineering and Inspection	1,999,478
Construction	10,632,100
Contingency 5%	638,329
<u>Total Phase 5B construction project cost</u>	<u>13,404,907</u>

Funding: Construction of Phase 5B is a two year project partially funded by a loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$ 1,200,000 cash reserves in the City's Wastewater Fund. The current City budget for this first year in FY 09/10 is \$8,514,436.

DISCUSSION:

The low bid from Contractors Northwest is lower than anticipated, and provides a unique opportunity for the community to obtain necessary improvements for a very competitive price in the current difficult economic climate. Funding of the project through the American Resource Recovery Act program also allows very low financing costs, and promotes use of American manufactured components, and also

requires payment of prevailing wages to the workers on the job. The 20-month project includes construction of a new digester, digester control building, digester gas handling building, an administration and lab building, a collection division operations maintenance garage, an additional rotary screen thickener, improvements to the existing operator control center, and improvements to the odor control system. The buildings are designed to be architecturally pleasing and similar in style to the latest new buildings constructed in Phase 4B. The new facilities are necessary for the utility to provide sufficient space and processes according to the multi-year facility plan to meet existing and future discharge permit requirements.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve the agreement with Contractors Northwest, Inc. for construction of WWTP Phase 5B for a total cost of \$10,632,100 with the condition that the costs of the agreement are determined to be eligible for loan funding from Idaho Department of Environmental Quality.

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SECTION 00500
AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of January, 2010, 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 **Contractors Northwest, 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 P.O. Box 6300, Coeur d'Alene, ID 83816, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for: **Phase 5B Solids Processing Improvements**, according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "**Phase 5B Solids Processing Improvements**" and 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 make improvements in said City, furnishing all labor and materials therefor 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 Agreement. All material shall be of the high standard required by the said Contract Documents and approved by the Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall comply with Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), as it may be amended by funding agency waivers as published in the Federal Register, which specifies that all iron, steel, and manufactured goods used in the project are produced in the United States.

The **CONTRACTOR** shall report an estimate of jobs directly created and retained by this contract. A job created is a new position created and filled or an existing vacant or unfilled position that is filled as a result of the work associated with all Bid Items except Bid Item No. 3; a job retained is an existing position that would not have continued to be filled were it not for all Bid Items except Bid Item No. 3. A specific example calculation is provided in section 5.3 of the Office of Management and Budget (OMB) guidance (M-09-21, page 35). The estimate of the number of jobs should be expressed as "full time equivalents" (FTEs). The Contractor shall also describe the types of jobs created or retained and provide a narrative description of the employment impact per OMB guidance (M-09-21).

The **CONTRACTOR** and subcontractors shall pay wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). **CONTRACTOR** and subcontractors must obtain wage rate determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing water rate requirements applicable to ARRA funds. If there is any need to determine worker classification, it is incumbent on the **CONTRACTOR** to seek and receive clarification from the Department of Labor.

The **CONTRACTOR** shall make efforts to award subagreements to Minority and Women-owned businesses (MBE/WBE) and document efforts to obtain MBE/WBE participation if the **CONTRACTOR** fails to attain the goal of 1 percent (1%) MBE participation and 1 percent (1%) WBE participation. Semi-annual reports of MBE/WBE utilization will be required of the **CONTRACTOR** and are to be prepared on standard forms supplied by the State of Idaho Department of Environmental Quality (reference Section 0900 of the Project Manual).

The **CONTRACTOR** shall employ appropriate means to prevent accidents and shall save the city harmless from all claims for injury to person or property resulting from the **CONTRACTOR'S** actions or omissions in performance of this agreement. The **CONTRACTOR** shall purchase and maintain insurance of the type and 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 policies shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workers' 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 **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, the sum of **\$10,632,100.00**, as hereinafter provided. 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 **CITY** has obtained from the Idaho State Tax Commission a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

The **CONTRACTOR** shall be substantially complete with Bid Item No. 2 – Administration/Laboratory Building and Bid Item No. 3 – Collections Maintenance Garage, as defined in Section 00310 and Section 01014, within **three hundred sixty-five (365) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

The **CONTRACTOR** shall be substantially complete with all other work (Bid Items No. 1, 4, 5, 6, 7 and 8) as defined in Section 00310 and Section 01014, within **five hundred fifty (550) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

The **CONTRACTOR** shall complete all work within **five hundred ninety (590) calendar days** of the commencement date given in 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 times allowed, the **CONTRACTOR** shall pay to the **CITY** or have withheld from moneys due, **liquidated damages** at the rate of **\$500.00** per calendar day, for each calendar day beyond each established milestone date (cumulative), which sums shall not be construed as a penalty.

The **CONTRACTOR** shall submit applications for payment in accordance with the General Conditions.

The **CONTRACTOR** further agrees: In consideration of securing the business of constructing the work 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.

The **CONTRACTOR** further agrees: All "Model Contract Clauses" include in Section 00900 – Idaho State Wastewater Revolving Fund (SRF) Specifications Insert shall be included in their entirety by reference in this Agreement, complete, and that any content clause that may be in conflict with the provisions of the "Model Contract Clauses" shall be superseded by the "Model Contract Clauses".

The **CONTRACTOR** acknowledges to and for the benefit of the **City of Coeur d'Alene, Idaho** ("**CITY**") and the **State of Idaho** (the "**STATE**") that it understands the goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 (ARRA) (or are being made available for a project being funded with monies made available by the federal ARRA) and such law contains provisions commonly known as "Buy American"; that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the **CONTRACTOR** pursuant to this Agreement. The **CONTRACTOR** hereby represents and warrants to and for the benefit of the **CITY** and the **STATE** that (a) the **CONTRACTOR** has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the **CONTRACTOR** will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the **CITY** or **STATE**. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the **CONTRACTOR** shall permit the **CITY** or **STATE** to recover as damages against the **CONTRACTOR** any loss, expense or cost (including without limitation attorney's fees) incurred by the **CITY** or **STATE** resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the **STATE** or any damages owed to the **STATE** by the **CITY**). While the **CONTRACTOR** has no direct contractual privity with the **STATE**, as a lender to the **CITY**, for the funding of its project, the **CITY** and the **CONTRACTOR** agree that the **STATE** is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the **STATE**.

For the faithful performance of this agreement 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 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 terms "Project Manual" and "Contract Documents" are defined in Section 00700 of the Project Manual, entitled "Standard General Conditions of the Construction Contract".

THIS AGREEMENT, 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 OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
CONTRACTORS NORTHWEST, INC.**

By: _____
Sandi Bloem, Mayor

By: _____

Title: _____

ATTEST:

By: _____
Susan K. Weathers, CMC
City Clerk

ATTEST:

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Contractors Northwest**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 21, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Amendment #2 to Engineering Agreement for WWTP Phase 5

DECISION POINTS:

Council approval is requested for the proposed Amendment #2 to the agreement for engineering services with HDR Engineering to provide construction engineering services for the WWTP Phase 5B construction project, with the condition that the costs of the agreement are determined to be eligible for loan funding from Idaho Department of Environmental Quality. The proposed amendment will increase the cost ceiling by \$1,999,478 for a total Phase 5 engineering cost not to exceed \$5,023,002.

HISTORY:

The City entered into agreement with HDR Engineering, Inc. for Phase 5 engineering in December 2008, and approved Amendment #1 in April 2009. The authorized engineering tasks include predesign of Phase 5A, Phase 5B, and future Phase 5C; final design of Phase 5A and Phase 5B; construction engineering and inspection of Phase 5A; and services for Phase 5B contractor prequalification and review of contractor bids. Phase 5A was completed and included improvements for interim ammonia control measures. Phase 5B design was completed and resulted in plans and specifications for the addition of biosolids digester process facilities, addition of an administration and laboratory building, and addition of a collections maintenance garage. Predesign for future Phase 5C is completed and preliminary planning documentation was reported for addition of advanced liquid stream process facilities that will treat ammonia and phosphorus to very low levels. The previously approved agreements for engineering purposely omitted any Phase 5B construction engineering services to allow negotiation of an appropriate work plan closer to the time of need. Construction of Phase 5B is planned to begin in January 2010, at which time construction engineering and inspection services are required. Amendment #2 is presented to provide these services for the 2-year Phase 5B construction project. Wastewater staff believes that the attached scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable, and is necessary for interaction with the contractor for the project. DEQ must review the City's procurement process for this agreement to allow their determination of loan eligibility. This additional agreement with HDR is consistent with rules for procurement of continued and related professional services without advertising for competitive proposals.

FINANCIAL ANALYSIS:

Phase 5B Construction Cost Estimate

City Admin Expenses	10,000
Equipment Prepurchase	125,000
Construction Engineering and Inspection	1,999,478
Construction	10,632,100
Contingency 5%	638,329
<u>Total Phase 5B construction project cost</u>	<u>13,404,907</u>

Funding: Construction of Phase 5B is a two year project partially funded by a loan from DEQ at

an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,200,000 cash reserves in the City's Wastewater Fund. The current City budget for this first year in FY 09/10 is \$8,514,436.

DISCUSSION:

Years of HDR planning and design services have resulted in completion of several project phases and in design and procurement of a contractor for Phase 5B improvements that are necessary for the continuous and reliable operation of the advanced treatment plant. Continued professional engineering services are necessary to assure that construction of the improvements is accomplished according to the plans and specifications that outline the details and quality required of a complex treatment plant. The services are also intended to assure compliance with all of the extra measures associated with terms of the ARRA stimulus funding that is administered by Idaho DEQ.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed Amendment #2 to the agreement for engineering services with HDR Engineering to provide construction engineering services for the WWTP Phase 5B construction project, with the condition that the costs of the agreement are determined to be eligible for loan funding from Idaho Department of Environmental Quality. The proposed amendment will increase the cost ceiling by \$1,999,478 for a total Phase 5 engineering cost not to exceed \$5,023,002.

Attachments

des1374

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

ADVANCED WATER RECLAMATION FACILITY (AWRF) PHASE 5 EXPANSION

The agreement, made and entered into the 2nd day of December, 2008, between the CITY, City of Coeur d'Alene and the ENGINEER, HDR ENGINEERING, INC. is hereby amended on the 5th day of January, 2010 as set forth herein.

W I T N E S S E T H:

WHEREAS, the City faces changing effluent discharge conditions in the Spokane River as a result of water quality studies conducted by the Washington State Department of Ecology and renewal of the City's effluent discharge permit by Region 10 of the Environmental Protection Agency;

WHEREAS, the City desires to design and construct ammonia reduction improvements and solids handling improvements to provide additional treatment capacity to meet permit limits in the summer of 2009 and additional solids handling capacity for increasing sludge volume;

WHEREAS, Consultant has completed the design of the Phase 5B Solids Processing Improvements.

WHEREAS, the City has selected and has pending award of a construction contract to a General Contractor to construct the Phase 5B Solids Processing Improvements;

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment "A" Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 2nd day of December, 2008, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to provide the city with office support during construction. The following work task is to be performed in accordance with the scope of work in Attachment "A":

- Task 1200. Construction Administration
- Task 1300. Project Startup Assistance & Commissioning
- Task 1400. Application Software Programming Services
- Task 1500. Funding Agency and ARRA Assistance
- Task 1600. Project Close-Out

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer's direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 2 shall be \$138,624 and the amended Total Fixed Fee shall be \$432,493.

The City's total consideration, including fixed fee and expenses, for services in Amendment No. 2 shall be \$1,999,478 and the total Agreement shall be amended not exceed \$5,023,002.

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared _____, known to me to be the **HDR Engineering, Inc.**, of _____, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

AMENDMENT No. 2
ATTACHMENT “A” - CITY OF COEUR D’ ALENE
WASTEWATER TREATMENT PLANT (WWTP)
PHASE 5B CONSTRUCTION CONTRACT
SERVICES DURING CONSTRUCTION

Tasks	
1200	Construction Administration
1300	Project Startup Assistance & Commissioning
1400	Application Software Programming Services
1500	Funding Agency and ARRA Assistance
1600	Project Close-out

Task 1200

Construction Administration

Objective:

Assist the City of Coeur d’ Alene in administering the construction of the Wastewater Treatment Plant (WWTP) Phase 5B Upgrade Project. The scope of services for project construction services assumes that a single construction contract would be completed and executed. HDR/TEI will manage and control its professional services contract to provide efficient completion of the project.

HDR/TEI Subtasks:

Subtask 1201 – Project Administration

The HDR/TEI project manager will conduct periodic meetings with City staff, in conjunction with construction review meetings, to review project progress, schedule and budget; identify information needs; and make decisions regarding changes in the scope of the construction management efforts.

A progress summary will be prepared with each monthly invoice. The progress summary will describe the work progress to date, the budget expenditures to date, and identify information requirements or decisions that need to be made by the City. These memos will help maintain frequent communications with the City. The budget allocated for this subtask is based upon the

anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

Subtask 1202 – Pre-construction Conference

HDR/TEI will schedule, prepare an agenda, and administer a pre-construction conference to be attended by the City, Contractors, appropriate subcontractors, and HDR/TEI's Project and Construction Services Personnel.

Subtask 1203 – Construction Engineering

HDR/TEI will consult with and advise the City of Coeur d'Alene as set forth in the engineering services contract. The City of Coeur d'Alene's instructions to the Contractor will be issued through HDR/TEI, who will have limited authority to act on behalf of the City of Coeur d'Alene to the extent provided in the said Standard Construction Contract Documents, except as otherwise provided in writing, and herein modified.

HDR/TEI senior engineers will make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. HDR/TEI senior engineers will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and will not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. HDR/TEI will help the City of Coeur d'Alene determine that the completed project generally conforms to the requirements of the Contract Documents, but will not be responsible for the contractor's failure to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, HDR/TEI will keep the City of Coeur d'Alene informed as to the general progress of the work, will endeavor to alert the City regarding noted defects and deficiencies in the work of the contractor, and may disapprove or reject work as failing to conform to the Contract Documents. These services will be performed in conformance with the standards of the industry for this type of periodic construction observation.

HDR/TEI may disapprove or reject contractor's work while it is in progress if it is believed that such work will not produce a completed project that conforms generally to the Contract Documents or that it will undermine the function of the design concept of the project as reflected in the Contract Documents.

HDR/TEI will review and approve or take other appropriate action with respect to Shop Drawings, samples and other data which Contractor is required to submit, but only for general conformance with design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety programs and precautions incident thereto.

HDR/TEI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor. Approval of Shop Drawings with substituted materials and equipment does not make the engineer responsible for contractor compliance with the Contract Documents.

As the City of Coeur d'Alene's representative, HDR/TEI may require special inspection or testing of the work and receive and review certificates of inspections, testing and approvals required by the Contract Documents to determine that their content generally complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.

HDR/TEI will act as initial interpreter of the requirements of the Contract Documents and the acceptability of the Contractor's work. HDR/TEI will advise the City of Coeur d'Alene on all claims of the City and contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. HDR/TEI will not be liable for the results of any such interpretations or advice. These services will be performed in accordance with the standards of the industry for this work.

1. HDR/TEI will obtain the City of Coeur d'Alene's approval prior to issuing written clarifications, interpretations, or field orders which will affect the Contract Price or Contract Time.
2. HDR/TEI will provide engineering representation for the City of Coeur d'Alene in disputes with the contractor and will not render decisions concerning disputes, claims or other matters which have not been reviewed and approved by the City.
3. Change Orders will be reviewed and approved by the City of Coeur d'Alene prior to the HDR/TEI issuing them to the contractor.

Based on HDR/TEI's on-site observations and review of the contractor's applications for payment and supporting data, HDR/TEI will determine the amount owing to contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City of Coeur d'Alene based on such observations and review, that the work has progressed to the point indicated and that, to the best of HDR/TEI's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents.

Prior to determining estimated quantities and classifications of Unit Price Work or the estimated percentage of Lump Sum Work performed by the contractor, HDR/TEI will review and receive the City of Coeur d'Alene's approval of estimated quantities, classifications or estimated percentage.

HDR/TEI will receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and tests and approvals of equipment which are to be provided by the contractor in accordance with the Contract Documents. Determine that their content generally complies with the requirements of the Contract Documents and transmit them to the City of Coeur d'Alene with written comments.

HDR/TEI will conduct a construction review to determine if the work is substantially completed and conduct a final construction review to determine if the completed work is acceptable so that HDR/TEI may recommend, in writing, final payment to Contractor and may give written notice to the City of Coeur d'Alene and Contractor that the work is acceptable, subject to any conditions therein expressed. The City of Coeur d'Alene will review and approve Final Payment

Application, Certificates of Occupancy, or Certificates of Substantial Completion prior to issuance by the engineer.

HDR/TEI will conduct monthly construction meetings at the construction site(s). A brief monthly status memorandum with meeting minutes in the form of bulleted action items and key notes will be prepared. HDR/TEI will also conduct a final inspection of the project jointly with representatives of the City and any federal and state agencies having jurisdiction and submit a written report recommending final settlement of the contract(s). HDR/TEI will provide a declaration of construction completion in accordance with Idaho State Department of Environment Quality (IDEQ) requirements.

Subtask 1204 – On-site Construction Observation

The City of Coeur d' Alene and HDR/TEI agree that HDR/TEI will provide resident representation at the site. HDR/TEI will provide the City of Coeur d' Alene Resident Project Representative(s) to assist in carrying out such responsibilities at the site. The Resident Project Representative is generally defined as having a representative on-site when ENGINEER determines that significant work is in progress.

The Resident Project Representative is responsible to serve as the City of Coeur d' Alene and engineer's liaison with the contractor. The Resident Project Representative is responsible for:

1. Schedule Reviews/Construction progress, Shop Drawing submission, schedule of values and other schedules prepared by the contractor. The resident project representative will consult with Engineer concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange schedule of progress meetings and other job conferences in consultation with Engineer and notify in advance those expected to attend. Attend meetings and maintain and issue copies of meeting notes.
3. Liaison: Serve as Engineer's liaison with contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the engineer in serving as Owner's liaison with contractor when contractor's operations affect the City of Coeur d' Alene's on-site operations.
4. As requested by engineer assist in obtaining from the City of Coeur d' Alene additional details or information, when required at the jobsite for proper execution of the Work.
5. Advise Engineer of known direct communications between the City of Coeur d' Alene and contractor.
6. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples which have been reviewed by the engineer.
 - b. Receive samples which are furnished at the site by Contractor for Engineer's review, and notify the engineer of their availability for examination.
 - c. Advise the engineer and contractor or his superintendent of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been accepted by the engineer.
7. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist the engineer in determining that the Project is in general accordance with the Contract Documents and the completed Work will conform to the Contract Documents.
 - b. Report to the engineer when it is apparent that the Contractor's Work does not conform to the Contract Documents; or has been damaged; or does not meet the requirements of required inspections, tests or approvals. Advise the engineer when the Work should be corrected or rejected, or should be uncovered for observation, or requires special testing or inspection.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted in accordance with the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records. Observe, record, and report to the engineer appropriate details relative to the test procedures and startups.
8. Accompany the City of Coeur d'Alene and visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the engineer.
 9. Coordinate provision of on-site materials testing including soil compaction testing and concrete compressive strength testing. Provide special testing of structural steel welds as necessary.
 10. Transmit clarification and interpretation of the Contract Documents as issued by the engineer to the contractor.
 11. Consider and evaluate the contractor's suggestions for modifications in Drawings and Specifications and report them with recommendations to the engineer.
 12. Records:
 - a. Maintain at the jobsite files for correspondence; reports of job conferences; Shop Drawings and sample submissions; reproductions of original Contract Documents including addenda, change orders, field orders, and additional Drawings issued subsequent to the execution of the Contract, engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project-related documents.
 - b. Keep a diary or daily log book, recording hours on the jobsite, weather conditions, data relative to questions of extras or deductions, list of principal visitors, daily activities, decisions, observations in-general and specific observations in more detail as in the case of observing test procedures. Send copies to the engineer.
 - c. Record names, addresses and telephone numbers of contractors, subcontractors and major suppliers of equipment and materials.
 - d. Advise the engineer if the contractor is not currently maintaining an up-to-date copy of Record Drawings at the site.
 13. Reports:
 - a. Furnish the engineer periodic reports of progress of the Work and of contractor's compliance with the approved progress schedule, schedule of Shop Drawing submissions and other schedules.
 - b. Consult with the engineer before scheduled major tests, inspections, or start of important phases of the Work.

14. Review Applications for Payment with the contractor for compliance with the established procedure for their submission and forward them with recommendations to the engineer, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site.
15. During the course of the Work, verify that guarantees, certificates, Operation and Maintenance manuals and other data required to be assembled and furnished by the contractor are applicable to the items actually installed; and deliver these data to the engineer for his review and forwarding to the City of Coeur d'Alene prior to final acceptance of the Work.
16. Before the engineer issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring correction.

The budget allocated for this subtask is based upon the anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

Subtask 1205 – Record Drawings

HDR/TEI will prepare final record drawings and maintain communication, data architecture and control system configuration drawings and data, which conform to construction records and will furnish the City with an electronic copy of the final. HDR/TEI will provide the City one set of record drawings on 22 IN x 34 IN reproducible sheets, one sheet set hard copy, as well as one set of record drawings in electronic format for use with AutoCAD Version 2008. One complete set of .pdf format drawings will also be developed for use at the treatment plant site and on the City's electronic O&M Manual. These drawings will be based on construction records provided by the Contractor, City and on-site resident project representatives. HDR/TEI will complete the record drawings within four months of the date of receipt of all of the marked-up prints and other necessary data from the Contractor.

Subtask 1206– Field Surveying/Staking

HDR, and their assigned sub-consultant, will provide required field surveying control for facility construction. Field survey information will be developed and control points provided for project components to provide the Contractor with reasonable information to complete their own on-site control and field survey of the work.

HDR has arranged for establishing a horizontal and vertical survey control network around the project site. Existing facilities are located with respect to this control. Using the existing control, HDR will establish three control points for the Contractor to use in performance of the work. Generally, staking of pipelines, utility corridors, buildings, structures, access roads, parking areas, site grading, and fencing will be under the Contractor's scope of supply. Further, elevation control will be established at multiple points on the job site. HDR will provide the following control points for Contractor's use:

- Horizontal control points in the City's on-site coordinate system: Three each.
- Vertical control points for use in vertical survey control: Two each.

HDR will set the above described control point monuments one time only. Re-setting needed by the Contractor to complete the work shall be done solely at the Contractor's Expense.

Subtask 1207- Geotechnical and Material Testing Services

HDR will coordinate testing of the construction materials to be incorporated into the project as part of the construction contract. The Contractor will be required to provide testing from an independent testing agency for all materials control, mix designs and materials imported for incorporation into the project. HDR, through Strata Corporation (STRATA), will provide testing of in-situ materials to be used during construction or materials control verification using the services of STRATA's Coeur d'Alene testing lab and local engineering staff, including provision of the following services:

- Concrete strength, air content and slump
- Masonry grout strength and concrete masonry unit strength
- Embankment (backfill), trench backfill, and gravel and pavement densities
- Aggregate gradations
- Asphalt concrete plant mix strength, flow and asphalt content and core samples

STRATA will conduct the required on-site testing using the Contractor provided initial materials control tests for all imported materials, or coordinate the Contractor provided compaction testing throughout the project, utilizing the materials testing data provided as noted above. The type and frequency of tests will be specific to the construction and will be conducted in a manner to develop a good verification that the compaction requirements are being met. HDR/STRATA will coordinate the provision of testing reports and will make recommendation to the City as to the acceptability of the work.

HDR/STRATA will provide observation services on and as needed basis to confirm the findings of the Geotechnical Evaluation Report.

Subtask 1208- Special Inspection Services

HDR and their sub-consultant STRATA will provide on-site special inspection of the buildings in accordance with Sections 1704-1709 of the 2006 International Building Code as required by the City of Coeur d'Alene Building Department. HDR/STRATA will coordinate the provision of testing reports and will make recommendation to the City as to the acceptability of the work. HDR/STRATA will compile a short monthly summary report for submittal to the City Building official throughout the construction period when special inspections are required. HDR/Strata will also compile a final summary for submittal to the Building official for the project. NACE inspections will be required by an independent third party employed by the Contractor and will be coordinated through the construction contract. Special inspections are expected for the following areas:

- Footing subgrade preparation
- Concrete forms and reinforcing steel
- Structural steel included bolted and welded connections
- Anchor bolts

- Concrete masonry unit installation including grout installation and reinforcing installation

Deliverables:

- Progress reports and invoices (3 copies and digital .pdf files).
- Workshop/Meeting agendas and notes in bullet item format (3 copies and digital .pdf copy of each agenda and meeting notes).
- Submittal review comment letters responding to contractor submittals.
- Pre-construction conference meeting summary notes.
- Construction meeting summary bullet items notes and action items list.
- Field logs including daily reports for all days when HDR/TEI and STRATA are on-site.
- Geotechnical and compaction testing reports.
- Responses to requests for information.
- Response to contract change proposals.
- Contract change orders.
- Deficiency punch lists.
- Record drawings (one set of full-size copies, camera-ready reproducible documents, digital files).
- Project observation reports.
- Shop drawing submittal log.
- Contractor pay estimate reviews.
- Compiled monthly reports.
- Field copy of Shop Drawings.
- Monthly special inspection summary memos and final special inspection summary.

Task 1300 – Project Startup Assistance and Commissioning

Objectives:

In addition to the startup requirements of the construction Contractor, HDR/TEI will provide startup assistance to the City in final project commissioning of the newly constructed facilities. The services will include:

HDR/TEI Subtasks:

Subtask 1301 – Operations and Maintenance Manual (Hard Copy Preparation)

HDR/TEI will prepare an electronic Operations and Maintenance (eO&M) Manual addressing the improvements incorporated in this project (see Subtask 1302). The manual content and format will follow previously developed City of Coeur d’Alene eO&M standards and in consultation with City staff in accordance with Idaho Department of Environmental Quality requirements. It is anticipated that the manual will be provided in electronic form to meet the minimum O&M requirements of the City of Coeur d’Alene and IDEQ. IDEQ can, if preferred, be provided with one (1) electronic copy for their records and Two (2) hard copy printouts of electronic files to supplement their existing hard copy O&M Manual records. The Operations and Maintenance Manual development will include the following general elements:

- Prepare electronic text and graphics files to reflect the changes in the plant.

- Text files will be produced in the latest version of Microsoft Word. Graphic files will be produced in latest version of AutoCAD and converted to .pdf format.
- The preparation of unit process operating procedures will be provided. General standard operating procedures will be provided for the key process systems included in the Phase 5B project and identified for facility startup and operator training, and software links will be provided from the eO&M links to provide operator access to selected eO&M materials. Detailed standard operating procedures will not be developed, except under contract amendment if directed by the City's operations staff. If detailed standard operating procedures are developed, they will be completed in collaboration with City staff.
- Prepare and deliver a draft electronic copy of the revised text and graphics for review by the City approximately one month prior to startup.
- The City will forward a compilation of all comments to the draft electronic copy to HDR within two weeks of receipt.
- Revise the text and graphic files and deploy one (1) final electronic version on a City server and final paper copy (if required) to IDEQ within two weeks of receipt of comments. HDR will also provide IDEQ with a CD-ROM containing the associated electronic text and graphics files.

Subtask 1302- Electronic O&M Manual

HDR/TEI will develop an eO&M Manual for the City of Coeur d' Alene's WWTP Phase 5B Project, which will provide the City staff the necessary information to operate and maintain its facilities in an efficient and reliable manner. The eO&M Manual will contain a variety of information, including facility and equipment descriptions, design criteria, process control narratives, design drawings, and vendor manuals. Using the eO&M Manual, City staff will be able to access this information in an electronic format with an easy-to-use graphical user interface.

The eO&M Manual will be developed as a web application in the Microsoft ASP.net web environment and will function on a City provided Windows-based server. The eO&M Manual will be internally accessible via Internet Explorer and will not be accessible by the general public. An on-line HTML text editor (Cute Editor) will be embedded in the eO&M Manual web pages to enable easy text editing by City staff without having to know HTML. HDR owns a Cute Editor Enterprise License that allows for free distribution as long as the software is used on HDR's eO&M application.

The Operations Manual electronic development would include the following steps:

1. Web Site Map Expansion. A project kick-off meeting/workshop will be held to discuss general O&M content, system configuration and customizations, system installation and training, coordination with the design team, and the overall time schedule for development and implementation of the eO&M Manual system. The purpose of this task is to discuss how the City's existing web site map will be modified to illustrate the comprehensive eO&M Manual for the Phase 5B wastewater treatment facilities. The modified eO&M Manual web site map will:
 - Illustrate the eO&M Manual structure, organization and level of detail for each unit process included in Phase 5B.

- Explain how navigation (hyperlinks) between each section will be implemented.
- Show what reference information to be included in the eO&M Manual.

The web site map modifications will be developed in coordination with City staff, and will be specifically tailored to meet requirements and needs of the facility staff. The site map will be customized as necessary to provide the specific sub-sections desired by the plant staff. HDR/TEI will initially concentrate on developing the high level architecture of the eO&M Manual structure to define the structure and organization. HDR/TEI will prepare a draft web site map modification for review and comment. HDR/TEI and City staff will then hold a four-hour workshop focusing on defining the content format and level of detail within each Phase 5B unit process, including:

- eO&M Manual guidelines and maintenance help guide.
- Plant reference information.
- Equipment O&M manuals provided by equipment vendors via hyperlinks to PDF files.
- Unit process content details.

2. Manual Content Preparation. HDR/TEI will prepare the O&M manual content for each unit process shown in the web site map. Example content definitions are shown in the following table. Note that content definitions for this project will be specific and customized to those sub-sections agreed upon and defined by the web site map developed with plant staff.

Example eO&M Content Definitions	
Section	Text
Overview	A short description of each unit process.
Theory	A short description of the theory behind each unit process illustrating the design intent. Strategies for evaluating data and making process adjustments.
Figures	Hyperlinks to 2D and 3D figures illustrating each unit process.
Design Criteria	Tabular listing of unit process sizes, loadings, and other design criteria.
Components	Hyperlinks to equipment manuals provided by equipment vendors in PDF file format.
Controls	A description of manual and automatic controls.
System Procedures	A list of duties to be performed by operators when making daily process checks. General procedures for starting up and shutting down the process.
Troubleshooting	A list of process alarms showing possible causes and suggested responses.
Safety	General safety considerations for the unit process.

3. Graphic Content Definition. HDR/TEI will develop 2D and 3D figures for communicating to plant O&M staff the design intent, and how to operate the unit process. The figures will be developed from the conformed contract drawings but will be modified by deleting extraneous construction related information that is not pertinent to O&M personnel. The figures will be prepared in AutoCAD and converted to PDF file format

for inclusion in the eO&M Manual. The graphics will be sized for the monitor size the City intends to use to access the eO&M Manual. A total of twenty (20) 2D and five (5) 3D figures are anticipated. In addition, HDR/TEI will incorporate the Phase 5B as-built drawings into the eO&M Manual in .pdf file format and provide hyperlinks to each drawing.

4. System Configuration and Customization. HDR/TEI will develop specific system customizations, including screen layouts, file formats, administration and integration needs. Technology issues related to installation on a City web server will be identified.
5. System Installation. HDR/TEI will develop the draft and final eO&M Manuals on an HDR/TEI server. The draft and final versions will be available to City staff via the Internet for review. HDR/TEI will coordinate installation of the final eO&M Manual on the City's server with the City's information technology (IT) staff at the end of the project. The final eO&M Manual will be downloaded to the City's network server via an HDR FTP site.
6. System Training. HDR/TEI will schedule a meeting with the plant staff, and facilitate two (4) four-hour training sessions for the plant staff on how to use and maintain the eO&M. The four-hour training sessions will provide general instruction and use of the eO&M Manual and will provide instruction on how the plant staff can edit and revise the eO&M Manual. The computers and servers necessary to view the electronic Operations Manual are not included with the production of the electronic Operations Manual.

City Requirements:

- Provide necessary software on City wastewater treatment plant computers to enable the electronic Operations Manual to function. The eO&M Manual hardware and software will be supplied by the City. The systems in-place are assumed to meet the following minimum requirements:
 - Path to and the necessary space on a City provided server at the WWTP facilities for the electronic Operations Manual. The server shall be a Microsoft Windows machine (running Microsoft Windows Server 2003).
 - At least a 2.0 GHz processor or better and 512 of RAM and at least 2 gigabytes of hard drive space.
 - IIS (Internet Information Services 5.0 or higher).
 - Microsoft.NET (pronounced dot net), Framework 1.1.
 - SQL Server 2000 or later.
 - AutoCAD viewer.
- Provide ancillary software on the City's computers necessary to run the eO&M Manual, including Microsoft Internet Explorer, MS Windows, or Vista and the SQL database.
- Existing equipment manuals (hard copy) for scanning and conversion to Adobe. PDF files at kickoff meeting.
- Review comments on draft eO&M Manual.
- Availability of District IT staff for eO&M Manual installation.

- Meeting space for eO&M Manual training sessions on the City computer.
- Participation in training sessions.
- Participate in teleconferences and meetings.
- Review and approve modifications to approach, schedule and deliverables as appropriate.

Deliverables:

- Meeting agenda and minutes for kickoff/web site map modifications workshop.
- DRAFT and Final eO&M Manual web site maps.
- New equipment manuals from vendors in .pdf file format as they become available from the construction contractor.
- Project as-built drawings in .pdf file format on CD-ROM or via transfer to HDR/TEI FTP site for hyperlinking in final eO&M manual
- Draft and final eO&M Manual updated web site maps.
- Draft eO&M Manual in electronic format accessible by plant staff via the Internet.
- Attend meeting at the City WWTP site to demonstrate draft eO&M Manual to plant staff.
- Final eO&M Manual in electronic format downloadable to the City network server via an HDR FTP site.
- Coordination with City's IT staff to download and install final eO&M Manual contents.
- Two four-hour training sessions at the WWTP to City O&M staff.
- Memoranda and meeting notes, as required.

Subtask 1303 – Plant Facility Start-up and Operator Training

HDR/TEI will review operating data for submission to the funding agencies and will assess overall performance of the new equipment and facilities. HDR/TEI will provide operational assistance to the City of Coeur d’Alene after the System is started, and train the City of Coeur d’Alene’s personnel.

Pre-startup Training will be provided to communicate to the plant operators the following:

1. The ability to operate the equipment in each unit process.
2. An understanding of both the field and SCADA equipment controls and the ability to operate both.

The pre-startup training will be presented in a classroom setting using a lecture format supplemented with figures and graphics delivered via an overhead projector or using Microsoft PowerPoint on an LCD projector. The training material for each specific session will consist of draft copies of the Operations Manual sections or HDR developed process presentations. Pre-startup training will be presented in the following modules:

1. Anaerobic digestion facilities including Digester No. 5, digester control building and gas handling facilities
2. Rotary Screen Thickening, polymer feed system, ferric chloride feed system and associated support facilities
3. Administration/Laboratory support facilities
4. Collection Maintenance Garage support facilities
5. Screenings washer/compactor facilities modifications

6. Hot water heating and heat recovery systems
7. Utilities and yard electrical including electric service entrance switchboard changes and natural gas facility modifications
8. Odor control system modifications
9. HVAC systems
10. Instrumentation and Controls and SCADA server system modifications/enhancements including security systems and alarm management

Coordination with individual HDR/TEI PLC/SCADA programmer(s) will be provided. The portion of each module pertaining to SCADA controls will be presented by the HDR/TEI SCADA programmers who programmed that system. The HDR/TEI SCADA programmer will use an LCD projector to show the actual SCADA screens for each equipment item discussed in the module. The SCADA presentation will cover manual starting, stopping and speed control of equipment, set-point adjustment, operating mode changes, alarms, data collection and trending.

Startup Coordination will also be provided to the City of Coeur d'Alene to provide coordination between the contractor, the construction administration team and the plant staff during startup of the new equipment. The startup coordinator will allow the startup of new equipment to occur if, and only if, the equipment and ancillary subsystems are ready to be placed into service and the manufacturer's O&M manuals are on-site and available for use by plant staff. The secondary purpose of this effort is to provide informal training to the plant operators during the actual process startup.

HDR/TEI will coordinate clean water testing with the contractor. The clean water test occurs prior to startup and uses non-potable water to demonstrate the functionality of new equipment and controls. The following process units will have a clean water test:

1. Anaerobic digestion – Digester No. 5
2. Rotary screen thickening systems including associated polymer feed system
3. Washer compactor system modifications and associated existing bar screens and screenings sluice

HDR/TEI will conduct startup service for each project element or unit. Startup means placing the equipment into operation for its intended purpose and using the intended process material (i.e., primary effluent, primary sludge, filtrate, etc.). Startup assistance will be provided as follows for the project components listed above.

Startup services will include the following work products:

1. Review and approve equipment supplier training agendas and training material outlines as provided by the Contractor. Use discretion, based on experience with vendor training, to enforce contract provisions for vendor training duration.
2. Coordinate vendor training schedule with Contractor and plant staff to ensure that vendor training occurs on Wednesdays as a first choice, Tuesdays and Thursdays as second choice and avoids Mondays and Fridays.
3. Prepare a startup plan that lists specific responsibilities for the contractor, construction administration staff, PLC/SCADA programmer(s) and plant staff.

4. Provide the written startup plan to the contractor, the construction administration staff, PLC/SCADA programmer(s) and the plant staff approximately one month before startup.
5. Schedule and conduct startup review meetings (as required) between the contractor, the construction management staff, PLC/SCADA programmer(s) and the plant staff approximately two weeks before startup.
6. Revise and reissue the startup plan and schedule as needed based on the review meeting.
7. Verify the equipment is ready for the clean water test:
8. Verify the manufacturer's field service forms have been completed for each piece of equipment.
9. Verify pipe pressure tests and concrete water tightness tests have been conducted.
10. Verify rotating equipment has been bumped to check for proper operation and rotation.
11. Verify instrument calibration and loop testing is complete.

The following activities will be performed during startup:

1. Coordinate with the contractor, the construction administration staff, the PLC/SCADA programmer and the plant staff to ensure that process material is introduced to the process in such a way as to not adversely impact the rest of the plant.
2. Verify and document that the controls and alarms are working in conformance with the software pre-design report.
3. Verify and document the results of testing that was deferred from the clean water test.
4. Identify and document equipment or control deficiencies (i.e., punch list).
5. Provide discipline-specific deficiency lists.

Operator training during the clean water test and startup will be conducted by HDR/TEI on an informal basis in the field. The purpose of this training is to provide an opportunity to answer operator questions, to demonstrate (when requested) the transition from manual control to automatic control, and to demonstrate alternate modes of operation (when requested). The budget allocated for this subtask is based upon the anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

Deliverables:

- Startup checklists and training materials customized for the Coeur d'Alene WWTP facility.
- Two separate training sessions (may be consecutive or combined with other systems and held on the same day) for each of the separate unit project element or process.
- Written unit process operation procedures for each project element or unit process.
- Startup plans coordinated with the construction schedule.

Task 1400 – Application Software Programming Services

Objectives:

Implement the programming for the Plant SCADA system including PLC (Programmable Logic Controller) ladder logic and their associated OI (Local Operator Interface) and HMI (Human-Machine Interface) configurations. The new PLC ladder logic will be installed on the Plant

PLC's (new and existing, as required). The new HMI interface will be configured using the Plant's modified Wonderware® InTouch system, as specified and shown in the Contract Documents. The PLC ladder logic, OI and Wonderware® HMI process displays will be developed in collaboration with AWRF plant personnel to provide the controls as described in the City of Coeur d'Alene's advanced Water Reclamation Facility (AWRF) Phase 5B Improvements Project Contract Documents (Project Manual).

The existing Plant SCADA system and PLC ladder logic will be reviewed to identify old (unused or anticipated to be unused) control logic that should be removed. Prior to removal or modification to a sub-system's logic, HDR/TEI will verify this need with both the Chief Operator and the Assistant Superintendent. The existing PLCs and PLC applications will also be updated to the newest version of manufacturer firmware that is available for the hardware and the existing PLC program(s) and HMI configurations will be edited to conform existing programming to the new programming configuration where possible. Application and 3rd party module compatibility will also be verified for firmware upgrades. The Primary Sludge Pumping station PLC/OIT shall be replaced as part of the Phase 5B construction and programming of the new equipment shall be included as part of this scope of services.

The existing hardwired process alarm management system will be replaced with a SCADA supported alarm system which will incorporate the new alarm points created as part of the Phase 5B Improvements project and as well as the existing alarm points from the existing process areas. The existing process alarm system includes light box type alarm annunciators located at various process areas throughout the plant and at the existing Administration (Operations Control) Building control room. The summary alarms are sent to an alarm autodialer. The OI and HMI displays (both existing and new displays) will be upgraded to conform to the developed project software standards and provide an improved alarm generation and archive system.

It is intended to demonstrate the functionality of the modified and/or new Wonderware and process displays and SCADA alarms in conjunction with the new or modified PLC ladder logic. City of Coeur d'Alene Operations staff will perform hands-on activities necessary to run the simulated processes as identified in the Final Software Pre-design Report.

HDR/TEI Subtasks:

Subtask 1401 – System Integration Project Management

HDR/TEI will provide systems integration project management support for the project for the following work activities:

- Hold monthly onsite meetings with City of Coeur d'Alene Staff, Contractor and design staff to discuss the mechanics of implementing the Software changes and to define standards to be followed. The project schedule will be discussed and coordinated with the construction schedule to define milestones and resource allocations. It is expected the software development and system integration will occur through approximately eighteen (18) months of the construction period.
- Document meeting decisions and action items; assign the activities to team members, and follow-up to ensure timely resolution.
- Review Contractor provided equipment, electrical and instrumentation and control system submittals, and provide coordination for electrical and instrumentation systems.

- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- The project schedule will be developed by HDR/TEI following receipt of the Contractor's project schedule to show the required programming to be completed one month before the associated construction start-up date.
- Manage the work provided to verify compliance with the current WWTP HMI software standards, quality of documentation, and scheduling.
- Monitor project activities for potential changes, anticipate changes whenever possible, and with City of Coeur d'Alene approval, modify project subtasks, subtask budgets, and approach.
- Assist the City of Coeur d'Alene with the selection of computer workstations, software packages, and networking components required for the process control and monitoring equipment for the Phase 5B Improvements project. This includes the recommendation of computer hardware and software for the SCADA Workstations, SCADA Servers, and Office Workstations. This contract does not include the costs for the procurement of these components, and assumes these hardware and software items will be delivered to HDR/TEI by the City as needed by the project schedule.
- To enable work sharing and collaboration between HDR/TEI and the City, a project FTP site within HDR's FTP system will be developed to enable "common" access to available information applicable to system integration.

Deliverables:

- Agendas for meetings.
- Meeting notes for meetings.
- Monthly invoice with Software project progress summary report.
- Project software development FTP site.
-

Subtask 1402 – Software Programming & Testing

The PLC program and OI and HMI process screens and database configuration will be designed from the information provided by the *Final Software Pre-Design Report*. This subtask includes the following work activities:

- Obtain the most current existing PLC programs, OI and HMI process screens, configuration files, tag database(s), data files, and other required files from City of Coeur d'Alene's SCADA system just prior to beginning the programming effort.
- Develop a PLC, OI and HMI program modification Plan.
- Before loading the new or modified programming into the various PLC's and the OI and HMI systems, coordinate with the City of Coeur d'Alene staff and IAC to confirm if additional modifications have been made to the PLC, OI or HMI software.
- Develop the programming for the new equipment to meet the requirements identified in the updated Final Software Pre-Design Report.
- Merge the new or modified PLC, OI and HMI programming with the existing PLC ladder logic and OI and HMI graphic displays where required.
- Provide for cleanup programming of the existing PLC and SCADA system programming identified in the Final Software Pre-design Report. A maximum of one hundred twenty

- Remove existing PLC programming when it is replaced with new PLC programming.
- Obtain the latest Wonderware process screens and configuration files and databases (i.e., process database, alarm area database, picture files) for the WWTP from the City.
- Wonderware process screens will be designed to meet the requirements identified in the Final Software Pre-design Report. The types of Wonderware HMI and OI process graphics or pictures to be generated include process screens, overview screens, controller pop-ups, real time and historical trending screens, and report screens. It is assumed that the existing Wonderware HMI process screens will remain unchanged, unless any of them need to be modified to include or remove process equipment pertaining to the Phase 5B project.
- The new Wonderware HMI and OI process tag databases, tag-groups, process screens and the picture files for the new equipment being added will be merged or replaced with existing screens and files on the SCADA Server. Screen navigation, consistent with existing, will be modified to integrate these changes into the system.
- Coordinate with City of Coeur d'Alene for required modifications to existing HMI and OI screens.
- The Software will be tested and debugged. HDR/TEI may use a software simulation package (where possible and practical) to thoroughly test the PLC, HMI and OI Software process interface. The I/O simulator software program will be used to simulate the real I/O to be connected for this project. Only the pertinent Wonderware and process databases and the new and modified Wonderware process screens will be active in the simulator for testing to limit confusion and expedite testing.
- HDR/TEI will provide a 90% software submittal for City review. A meeting will be conducted with the City to review City comments and finalize software design.
- TEI will provide programming required to incorporate the new JWCE washer compactor units into the City's existing SCADA control architecture. The Phase 5B contractor shall provide TEI with the necessary programming ladder logic for completion of the Owner provide control programming. Existing washer compactor controls will be utilized to the greatest extent possible for incorporating the new units into the City's existing screenings system.

The budget allocated for this subtask is based upon the anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

The City will:

- Provide the PLC and HMI system software and hardware, specified by HDR/TEI, to be used for the programming, testing and commissioning efforts. The Hardware and software will be returned to the City when required to be put into service or at the end of the project.
- Review and provide comment on the 90% software submittal.

Deliverables:

- Latest PLC ladder logic disk (CD-ROM) and hardcopy (print-outs).

- Latest Wonderware process electronic files for screens, pictures, pop-ups, alarms, and data handling. It is assumed the City will continue to utilize their current SCADA database program for reporting. HDR/TEI will provide needed interface programming to enable the City to retrieve data from their SCADA system to continue their current level of reporting. This scope of services includes only those additional reports determined to be required during the preliminary software design meetings with the City.
- 90% complete Wonderware process displays for City of Coeur d’Alene Operations staff review (color print-out hardcopy, and where applicable marked up color print-outs of existing graphic displays).
- As-built documentation of non-modified PLCs, OI or HMI components is not included.

Subtask 1403 – Functional Demonstrations

This subtask includes the following work activities:

- During the software development and testing period, HDR/TEI will perform up to two (2) periodic QA/QC reviews. This will involve verification that the program strategy is correct, adequately documented, and in accordance with AWRP HMI software standards developed under Subtask 1402.
- Software Demonstration meetings will be held at the 90% design completion. It is anticipated that up to two (2) of these meetings will be required as indicated below. These meetings will be held in the Wastewater Treatment Plant. It is intended to demonstrate the functionality of the modified and/or new Wonderware process displays and SCADA alarms in conjunction with the new or modified PLC ladder logic. City of Coeur d’Alene Operations will perform hands-on activities necessary to run the simulated processes as identified in the Final Software Pre-design Report.

Software Demonstration	90% meetings	Duration (days)
Digester Control and rotary screen thickening systems	2	2
Admin/Lab and Collection Maintenance SCADA systems	1	2
Washer/compactor system	1	1
Totals	4	5

Deliverables:

- Agendas for Software Demonstration Meetings.
- Meeting minutes from the Software Demonstration Meetings.
- Hardcopy printout of the PLC ladder logic programs.
- Hardcopy printout of the HMI and OI process displays, databases and reports.
- SCADA system alarming configurations.

Subtask 1406 – Field Commissioning and Software Startup

This subtask includes the following work activities:

- HDR/TEI will verify that the interconnections for the new PLC I/O are terminated correctly by witnessing the Contractor’s loop testing (specified in Section 13440). These tests are referred to as the Operational Readiness Tests (or Loop Checkouts).
- After the Operational Readiness Tests are complete, HDR/TEI will upload the new PLC ladder logic. Also, at this time we will transfer to the plant HMI workstations and OI’s the new Wonderware process screens and the associated database files. The new Remote I/O Bases will then be attached to the associated PLCs, and the Functional Testing period will begin. All operator alarm notification functions will be tested for proper operation.
- Functional Testing is the process of putting the new equipment into full automatic operation. Loop tuning of the controls will be performed. Minor corrections will be made to the new PLC logic and Wonderware process interfaces and SCADA alarms if found necessary.

Deliverables:

- Field commissioning and software startup plan identifying pre-startup and startup activities and responsibilities. This plan will be issued prior to startup.
- Deliver new or modified PLC program files to be installed prior to the Functional Testing period.
- Deliver new or modified Wonderware process displays and revised databases to be installed prior the Functional Testing period.
- Deliver the modified database with all new Wonderware process tags, alarms, memory addresses, and description at start-up, with updates as required through start-up and substantial completion.
- Load the SCADA system alarming configurations.

Subtask 1405 – Post Startup Support

Upon substantial completion of the new programming, the automated system will be turned over to the City of Coeur d’Alene. HDR/TEI and City of Coeur d’ Alene staff will periodically monitor the SCADA system to verify that Operations can satisfactorily control the processes as designed. HDR/TEI has allocated a maximum of forty (40) hours of project engineer time in the budget for this subtask. These hours shall be available to be utilized within twelve (12) months after the project is turned over to the City of Coeur d’Alene.

It is HDR/TEI’s intent to utilize the following personnel to develop and implement the new system software:

- Project Manager: Dan Harmon
- Contract Manager: David Keil
- Project Software Design Lead: Terry Stulc/Ray Daigh
- Project Engineer (Programming and Field Commissioning): Scott Wisecarver
- Project Engineer (Functional Demonstration Tests): Chris Sheridan
- The City’s project managers: Dave Shults and Don Keil.

Task 1500 – Funding Agency and ARRA Assistance

Objectives:

Assist the City of Coeur d’Alene with the monitoring and reporting associated with the American Reinvestment and Recovery Act (ARRA) funding planned for the project. Provide assistance to the City of Coeur d’Alene with the administration of the ARRA loan as addressed in the City’s ARRA loan Agreement.

HDR/TEI Subtasks:

Subtask 1501 – Funding Agency Coordination

HDR will assist the City in coordinating the construction contract requirements with requirements outlined in the ARRA loan Agreement with Idaho DEQ (IDEQ). HDR will assist the City in development of a final project schedule for Idaho DEQ’s regional office approval and assist the City in striving for project completion within the approved schedule. HDR will assist the City in development of a central repository for all ARRA related project records including Buy American certifications, Davis-Bacon wage provisions compliance (certified payrolls) and WBE/MBE participation records. The budget allocated for this subtask is based upon the anticipated cost to perform the services described. Actual hours will be tracked and additional work will not be performed without a prior written amendment to this agreement.

Subtask 1502 – Monitoring

HDR will assist the City in reviewing the successful bidder’s good faith efforts for meeting the fair share goals of the Minority and Women-owned businesses (MBE/WBE) requirements of the project. Bid solicitation and documentation of efforts will be requested from the successful bidder prior to contract execution. HDR will assist the City in collecting semi-annual reports from the City’s contractor on forms supplied by IDEQ.

HDR will provide assistance to the City to conduct periodic (usually monthly) worker interviews to verify compliance with the requirements of the federal prevailing wage rates (Davis-Bacon Wage Rates) as established by the United States Department of Labor Subchapter IV of Chapter 31 of Title 40, United States Code. HDR assist the City in requiring monthly certified payrolls from the City’s construction contractor.

HDR will assist the City in requiring submittal of contractor certification forms for compliance with requirements of the Buy American requirements of ARRA.

HDR will assist the City with registering with the Central Contract Registry with the U.S. EPA Office of Grants Department and will assist the City in obtaining the same from all contractors and subcontractors associated with the project.

Subtask 1503 – Reporting

HDR will assist the City in development of regular (usually monthly) wage rate interview summaries and wage rate compliance documentation. HDR will assist the City in requiring all

MBE/WBE forms from the City's construction contractor as required by the ARRA funding insert in Section 00900: Idaho State Wastewater Revolving Fund (SRF) Specifications Insert of the Project Manual. HDR will assist the City in obtaining certification forms from the City's construction contractor and their suppliers for compliance with Section 1605 of the American Recovery and Reinvestment Act when identified as necessary for verification of compliance. HDR will assist the City in collecting and submitting to IDEQ the necessary documentation from the City's construction contractor regarding compliance with the MBE/WBE participation in the contract. Semi-annual reports on forms supplied by IDEQ will be requested from the City's construction contractor.

Subtask 1504 – Project Loan Certification

HDR will provide assistance to the City for project construction certification that the project has been constructed in accordance to the plans and specification previously approved by IDEQ, the project was constructed in accordance with ARRA provisions for the approved wage determinations, the project met the ARRA requirements for Buy American and the project meets the requirements of the City's ARRA loan Agreement with IDEQ.

Deliverables:

- Certified payrolls collected from the City's construction contractor.
- MBE/WBE certification forms and reports collected from the City's construction contractor.
- Wage rate interview notes and compliance verification documentation.
- ARRA compliance forms and certifications collected from the City's construction contractor.

Task 1600 – Project Close-Out/Certification

Objectives:

Conduct final project reviews and assist the City in completion of project closeout reporting and coordination with IDEQ. Conduct final one-year certification evaluation and reporting to meet IDEQ project closeout requirements.

HDR/TEI Subtasks:

Subtask 1601 – Contract Close-Out

HDR/TEI will provide the City with a list of construction deficiencies, inspection of the correction of these deficiencies, review final payment application(s), make recommendation to the City for final payment, and give written notice to the City and Contractor(s) that work is acceptable and complete. HDR/TEI will provide consultation on warranty items, assist in the 11-month warranty inspection and provide warranty follow-up.

Subtask 1602 – Certification

HDR/TEI will provide the City with the necessary certification documentation as required by the Montana Department of Environmental Quality. Within sixty (60) days from the borrower of project completion, HDR/TEI will conduct a final construction inspection as part of Subtask 1601. IDEQ Form 11-E, the Final Construction Inspection Report, will be completed and a copy provided to the City as part of this Subtask. The final inspection will include a review of the following items:

- The facility is complete, operating, and meets effluent limitations.
- The facility conforms to the approved construction drawings, specifications, and change orders.
- Construction and accounting records are adequate and available.
- Construction impact mitigation measures and all special conditions of the loan authorization have been met.

Any deficiencies discovered during the final inspection will be discussed with the City, and provisions will be made for correction of problems.

Deliverables:

- Final recommendation for payment.
- Final deficiency list check-off.
- Notice of project acceptance and final project completion.

COMPENSATION

Coeur d'Alene AWRP Phase 5 Expansion - Amendment No. 2								
Engineering Services Budget Summary								
TASK	HDR DIRECT LABOR	HDR INDIRECT LABOR	HDR TOTAL LABOR	HDR FIXED FEE	HDR NFE	EXPENSES	SUB- CONSULTANTS	TOTAL
1200 - Construction Administration	\$ 352,987.68	\$ 617,728.44	\$ 970,716.12	\$ 116,485.93	\$ 1,087,202.05	\$ 79,215.30	\$ 241,132.50	\$ 1,407,550.00
1300 - Project Startup Assistance & Commissioning	\$ 39,039.28	\$ 68,318.74	\$ 107,358.02	\$ 12,882.96	\$ 120,240.98	\$ 15,556.00	\$ 58,789.50	\$ 194,586.00
1400 - Application Software Programming Services	\$ 11,737.36	\$ 20,540.38	\$ 32,277.74	\$ 3,873.33	\$ 36,151.07	\$ 8,376.40	\$ 297,119.55	\$ 341,647.00
1500 - Funding Agency & ARRA Assistance	\$ 12,734.40	\$ 22,285.20	\$ 35,019.60	\$ 4,202.35	\$ 39,221.95	\$ 3,083.80	\$ -	\$ 42,306.00
1600 - Project Close-out	\$ 3,573.96	\$ 6,254.43	\$ 9,828.39	\$ 1,179.41	\$ 11,007.80	\$ 2,381.00	\$ -	\$ 13,389.00
TOTAL COMPENSATION					\$ 1,293,823.85			\$ 1,999,478.00

End Scope of Services

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

(Office Use Only) Amt Pd 41.06
 Rec No 474889
 Date 12-21-09
 Date to City Council: 01-05-09
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	LAKESIDE FOOD MART INC. DBA QUICK STOP
Business Mailing Address	508 NORTHWEST BLVD. COEUR
City, State, Zip	COEURDALENE, ID 83814
Business Physical Address	1720 NORTHWEST BLVD.
City, State, Zip	COEURDALENE, ID 83814
Business Contact	GURNEK SINGH Business Telephone: (208) 769-7100 Fax:
License Applicant	GURNEK SINGH LAKESIDE FOOD MART INC. DBA QUICK STOP
If Corporation, partnership, LLC etc. List all members/officers	GURNEK SINGH President

City of Coeur d' Alene
 Municipal Services
 710 Mullan Avenue
 Coeur d' Alene, Idaho 83814
 208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 12.50
 Rec No 474928
 Date 12-22-09
 Date to City Council: 01-05-2010
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input checked="" type="checkbox"/> *	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/> X	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only <u>\$12.50</u> Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$ <u>#12.50</u>

Transfer from Karla & Marco Rejo to Las Tres Flores, Inc.

Business Name	Casa de Ojo
Business Mailing Address	445 W. Cherry LN.
City, State, Zip	Coeur d'Alene IDAHO 83815
Business Physical Address	445 West Cherry Lane
City, State, Zip	Coeur d'Alene ID 83815
Business Contact	Business Telephone: (208) 666-9841 Fax:
License Applicant	Las Tres Flores, Inc.
If Corporation, partnership, LLC etc. List all members/officers	Daniel Flores Regalado

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

(Office Use Only) Amt Pd 12.50
 Rec No 475070
 Date 12/23/2009
 Date to City Council: 01-05-2009
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$ <u>12.50</u>

Business Name	<u>Top of china Restaurant LLC</u> (Doing bussiness AS 'name')
Business Mailing Address	<u>Top of china Buffet</u>
City, State, Zip	<u>757 W Appleway Ave</u>
Business Physical Address	<u>Coeur d' Alene, ID 83814</u>
City, State, Zip	<u>Same as above</u>
Business Contact	Business Telephone: <u>(208)676-8888</u> Fax: <u>(208)676-1881</u>
License Applicant	<u>Top of china Restaurant LLC</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Mei xian Ni, Yi Fang Lin</u>



105 N. 1st Street,
Suite 100
Coeur d'Alene, ID
83814

December 11, 2009

info@cdadowntown.com *email* 208-667-5986 *phone*
www.cdadowntown.com *web* 208-667-9338 *fax*

Coeur d'Alene City Council

The Coeur d'Alene Downtown Association, in association with the Spokane Teacher's Credit Union (STCU), is providing carriage rides in the Downtown area for the weekend days preceding Christmas. These rides are available each Saturday and Sunday, beginning Saturday, November 21st and continuing through Sunday, December 20th from 1pm to 5 pm. and are a great addition to the family fun offered Downtown.

In keeping with this family spirit, STCU has once again requested that they be allowed to provide one more day's service. All weather related conditions being considered, they would like to **provide the FREE carriage rides on Saturday, February 13th (the Saturday before Valentine's Day) from 10 am – 3 pm.**

The agreement to provide these rides was formed on the following requirements:

- ❖ Both the STCU and the Coeur d'Alene Downtown Association maintain General Liability insurance coverage limits of at least \$1,000,000.
- ❖ The TnT Muffler parking lot has been allocated for the loading/unloading of the animals and carriages.
- ❖ Any animal wastes to be cleaned up by the carriage operator.
- ❖ The provider/operator of the animals will have final say as to inclement/unsafe conditions for the animals.
- ❖ The carriage rides will be offered free of charge.
- ❖ The carriage rides will be promoted in all of the Downtown advertising for the general holiday events.
- ❖ The Coeur d'Alene Downtown Association reserves the right to cancel the carriage rides if at any time practices detrimental to the general well being of the Downtown are brought to the notice of, and so voted upon by, the Downtown Board of Directors (or Executive Board).

We believe these carriage rides will enhance the spirit of the Downtown activities.

Terry Cooper
General Manager
Coeur d'Alene Downtown Association

our vision
of Downtown
Coeur d'Alene
is to remain
the heart of
our community
preserving the
magic of
the past
while leading
the way to
our future.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kathy Lewis / 12/22/09
Department Name# / Employee Name / Date
Request made by: Barbara Cash / 509-684-8458
Name / Phone
685 North Washington St. / Colville WA 99114
Address

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

Niche(s): _____, _____, _____
Lot(s): 15, _____, _____, _____, _____, _____ Block: C Section: Riverview

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

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

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

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

Title transfer fee (\$ N/A) attached**.

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

ACCOUNTING DEPARTMENT shall complete the following:

Attach copy of original contract.

[Signature]
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:
Barbara Cash
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 400.00 per lot.

DE / 12/28/09
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
Person making request is authorized to execute the claim: MCG / 12/28/09
Attorney Init. / Date

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

[Signature] / 12-29-09
City Clerk's Signature / Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature / Date

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

ANNOUNCEMENTS

Memo to Council

DATE: December 28, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointment and re-appointments are presented for your consideration for the January 5th Council Meeting:

STEVE PISCITELLO (Reappointment)
ERIC CHILDRESS (Reappointment)

SIGN BOARD
SIGN BOARD

ANNEKE CONNAWAY (Reappointment)
BOB HALLOCK (Reappointment)
BRUCE MARTINEK (Reappointment)
KEITH JONES (Reappointment)

URBAN FORESTRY COMMITTEE
URBAN FORESTRY COMMITTEE
URBAN FORESTRY COMMITTEE
URBAN FORESTRY COMMITTEE

DAVE PATZER (Reappointment)
JIM LIEN (Reappointment)
MIKE MCDOWELL (Reappointment)

PARKS & REC COMMISSION
PARKS & REC COMMISSION
PARKS & REC COMMISSION

STEVEN ADAMS (Appointment)

PARKING COMMISSION

A copy of Mr. Adam's data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Kathy Lewis, Sign Board Liaison
Karen Haskew, Urban Forestry Committee Liaison
Doug Eastwood, Parks & Rec Commission Liaison
Troy Tymesen, Parking Commission Liaison

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

December 21, 2009
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers

STAFF PRESENT

Dave Shults, Capital Program Manager
Amy Ferguson, Executive Assistant
Sid Fredrickson, WW Superintendent
Warren Wilson, Deputy City Attorney
Jon Ingalls, Deputy City Administrator
Troy Tymesen, Finance Director

Item 1 Award of Construction Contract for WWTP Phase 5B
Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of an agreement with Contractors Northwest, Inc. for construction of WWTP Phase 5B for a total cost of \$10,632,100 with the condition that the costs of the agreement are determined to be eligible for loan funding from the Idaho Department of Environmental Quality. Mr. Shults stated in his staff report that the planned improvements will provide additional digester capacity for treatment of the biosolids portion of the City's wastewater, and will provide additional building space for administration, laboratory, and collections division operations. Mr. Shults further stated at the meeting that they have gone through a prequalification process with the contractors and received seven qualified, quality bids. The low bid was received from Contractors Northwest, Inc., and was lower than the engineer's range of construction cost estimate. The second low bidder, Record Steel and Construction of Meridian, Idaho, sent a letter which was received today that expressed their belief that their bid should be the lowest responsive bid since the low bidder didn't provide a contractors license number for their electrical subcontractor. Mr. Shults said that the Legal Department has been reviewing that issue and it is the city attorney's opinion that the city would be complying with Idaho law by recommending the award to Contractors Northwest. Mr. Shults said that they have also conferred with the Idaho Public Works License Bureau and their attorney general and they also believe that Contractor Northwest's way of processing their bid with a subcontractor who didn't have a current license at the time of the bid but did obtain a license before the award of the contract is legal.

Mr. Shults further noted that in order to accept the stimulus funding at an interest rate of .5% over 20 years, the city will need to have an executed contract, bonds, and notice to proceed before February 17th. Deputy City Attorney Warren Wilson noted that he believes the protest is fairly normal for large contracts such as this. He further explained that the gist of the protest letter is that the electrical subcontractor was not licensed at the time of the bid submittal. The general rule is that you have to name your subcontractors in the bid documents, and if you don't name the subcontractor your bid is nonresponsive. This general rule does not apply in federally funded projects in that the licensing does not have to be in place until the contract is awarded. Mr. Wilson further stated that the statute is a little vague but he thinks that the advice given by the state to Contractor's Northwest is accurate and the Deputy Attorney General also thinks that it was the appropriate advice. Mr. Wilson said that he hasn't spoken to the attorney for Record Steel and Construction but is hoping to receive more clarification tomorrow. In the meantime, he recommended that the council proceed with an award of the contract to Contractor's Northwest. With the financing package and the low interest rate, the city anticipates saving about \$4.5 million so they want to make sure that they don't lose the money. Mr. Wilson said that if something changes between now and the council meeting on January 5th, they will pull the item from the council agenda.

MOTION by McEvers , seconded by Hassell, to recommend Council approval of Resolution 10-001, authorizing an agreement with Contractors Northwest, Inc. for construction of WWTP Phase 5B for a total cost of \$10,632,100.00 with the condition that the costs of the agreement are determined to be eligible for loan funding from the Idaho Department of Environmental Quality. Motion carried.

**Item 2 Agreement with HDR Engineering for Construction Engineering Services
For WWTP Phase 5B**

Consent Calendar

Dave Shults, presented a request for approval of Amendment #2 to the agreement for engineering services with HDR Engineering to provide construction engineering services for the WWTP Phase 5B construction project, with the condition that the costs of the agreement are determined to be eligible for loan funding from the Idaho Department of Environmental Quality. The proposed amendment will increase the cost ceiling by \$1,999,478 for a total Phase 5 engineering cost not to exceed \$5,023,002. Mr. Shults noted in his staff report that the city entered into an agreement with HDR Engineering, Inc. for Phase 5 engineering in December of 2008, and approved Amendment #1 in April of 2009. The previously approved agreements for engineering purposely omitted any Phase 5B construction engineering services to allow negotiation of an appropriate work plan closer to the time of need. Construction of Phase 5B is planned to begin in January 2010, at which time construction engineering and inspection services are required.

Mr. Shults further noted at the meeting that HDR Engineering has been their consultant through the planning and design stages of this project and now it is time to switch courses from design to construction management and inspection. HDR Engineering also recommended the award of the construction contract to Contractors Northwest. They will work with the contract with an inspector on site almost full time and they will also create owner manuals for the operation of the new facilities which are required as part of DEQ funding, and also provide any final reporting as to the acceptability of the work that was done by the general contractor. Mr. Shults commented that it is important to get this agreement approved by the stimulus funding deadline of February 17th. They have looked at the scope of work and feel that the negotiated contract amount is appropriate for the work that is necessary.

Mr. Shults confirmed that some change orders are anticipated since no design is perfect and the engineers may encounter unexpected issues as the project progresses. He further stated that the collections maintenance garage is not loan eligible and those costs will be paid for by the city's Wastewater Fund.

MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution 10-001, authorizing an Amendment #2 to the agreement for engineering services with HDR Engineering in the amount of \$1,999,478.00 to provide construction engineering services for the WWTP Phase 5B construction project, for a total Phase 5B engineering cost not to exceed \$5,023,002.00, with the condition that the costs of the agreement are determined to be eligible for loan funding from the Idaho Department of Environmental Quality.

The meeting adjourned at 4:22 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison