



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

## **GENERAL SERVICES/PUBLIC WORKS COMMITTEE**

**with**

**Council Members McEvers, Miller, & Gookin**

**October 23, 2023, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

### **AGENDA**

#### **\*\*\*ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

- Item 1 Request Approval of the Idaho Transportation Department State/Local Agreement for Design of the Ramsey Road Traffic Signal Upgrades, and Issue the Initial Payment of \$5,000.00 – City Engineer Chris Bosley, Streets & Engineering Department.
  
- Item 2 Request Approval of a Professional Services Agreement with J-U-B Engineers, Inc., in the Amount of \$411,300.00, Relating to 2023/2024 Wastewater Collection System Capital Improvement Projects– Utility Project Manager Larry Parsons, Wastewater Department.
  
- Item 3 Request Approval of a Contract with Western States Equipment, Through the Sourcewell Cooperative Purchasing Program, to Purchase a 2024 CAT Telehandler (Forklift) in the Amount of \$159,023.11– Utility Project Manager Larry Parsons, Wastewater Department.

*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.*

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** OCTOBER 23, 2023  
**FROM:** CHRIS BOSLEY – CITY ENGINEER  
**SUBJECT:** RAMSEY ROAD SIGNAL UPGRADES STATE/LOCAL AGREEMENT

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**DECISION POINT:** Should Council approve a State/Local Agreement for design of the Ramsey Road traffic signal upgrades and an initial payment of \$5,000.00?

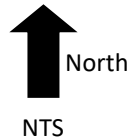
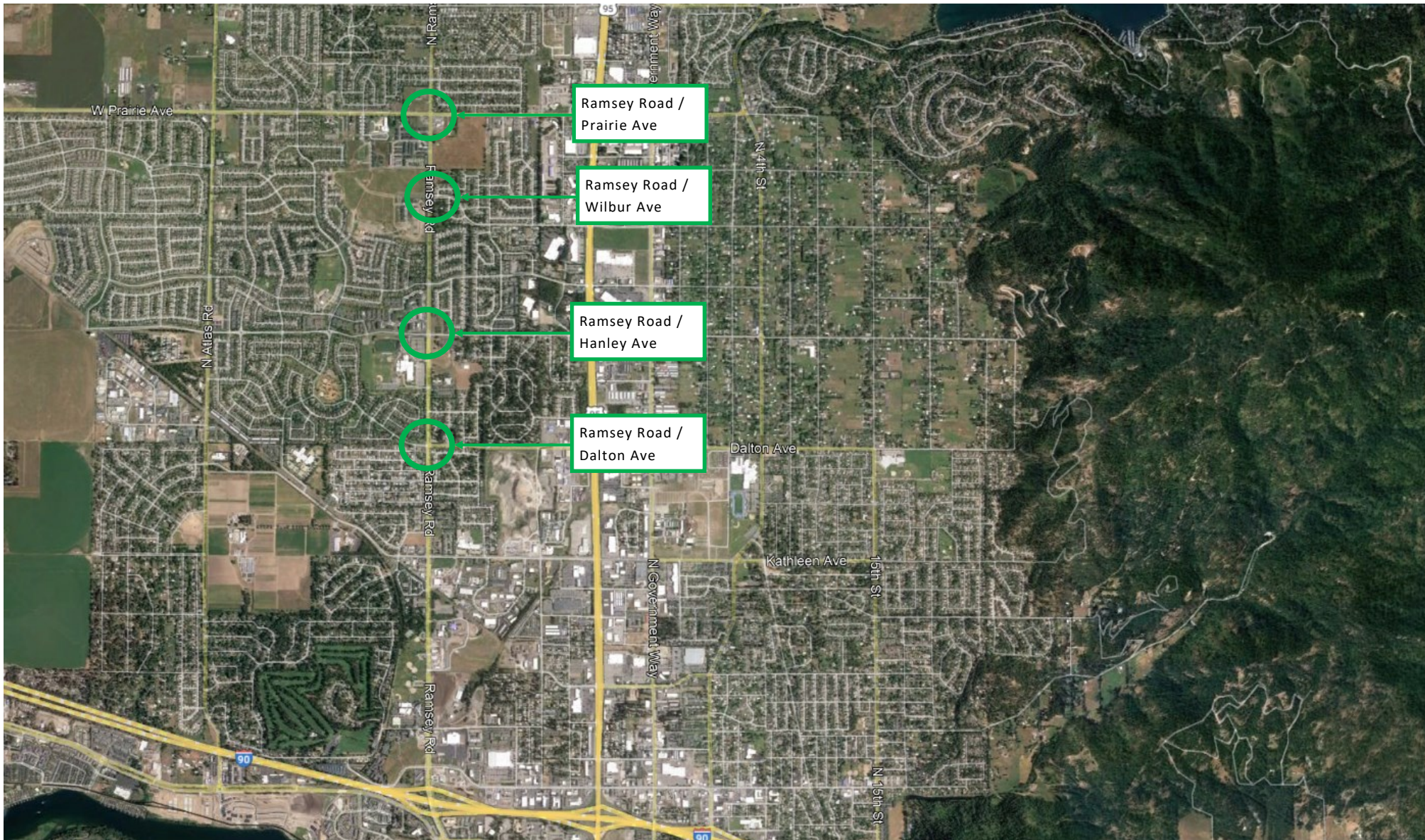
**HISTORY:** In September 2023, the City was awarded a \$1,235,158.00 grant to upgrade traffic signals on Ramsey Road and construct a new traffic signal at Wilbur Avenue. Upgrades will include detection, ADA improvements, and coordination between signals to improve traffic flow. The grant will be administered by the Local Highway Technical Assistance Council (LHTAC). With design occurring over the next year, construction is anticipated for the following year (2025). The State/Local Agreement is needed to begin the process.

**FINANCIAL ANALYSIS:** The City’s estimated match requirement for the LHSIP grant is 7.34% of the projected \$1,333,000.00 total project cost, or \$97,842.00. A \$5,000.00 initial payment is required to begin this project and funding has been included in the Streets & Engineering’s Capital Projects Fund.

**PERFORMANCE ANALYSIS:** Approval of this agreement will allow LHTAC to contract with a consultant to begin the design process.

**DECISION POINT/RECOMMENDATION:** Council should approve the State/Local Agreement for design of the Ramsey Road traffic signal upgrades and an initial payment of \$5,000.00.

Figure 1: Project Location Map



**STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)  
PROJECT NO. A024(276)  
RAMSEY RD SIGNAL UPGRADES  
KOOTENAI COUNTY  
KEY NO. 24276**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION BOARD, by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF COEUR D'ALENE**, acting by and through its **MAYOR AND COUNCIL**, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A024(276), described as Ramsey Rd Signal Upgrades. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

**SECTION I. GENERAL**

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development - \$216,000  
(PE-\$5,000, PL-\$39,000, PC-\$172,000)
  - b. Right-of-Way - \$0
  - c. Utilities - \$0
  - d. Construction Engineering - \$216,000  
(CE-\$5,000, CL-\$39,000, CC-\$172,000)
  - e. Construction - \$901,000
  - f. Total Estimated Project Costs - \$1,333,000
3. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (current estimate \$97,842).
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:  
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:  
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
  
8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Provide the following services incidental to the project development:
  - a. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - b. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
  - c. Provide a hearing officer to conduct a formal public hearing as necessary.
  - d. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.

- e. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
  - f. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
  - g. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - h. Print and assemble plans, special provisions, specifications and contracts.
  - i. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
  3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
  4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
  5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

**SECTION III.** That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **FIVE THOUSAND DOLLARS (\$5,000)**, estimated to be the total expense to the State referred to in Section I, Paragraph 2. In addition, pay to the State the cost of all incidental services provided by the State upon

receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
7. Right of Way
  - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
  - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 45 CFR 24.102.
  - c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
  - d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.



- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.

8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

13. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the State by its Division Administrator, and executed for the SPONSOR by the MAYOR AND COUNCIL, attested to by the CITY CLERK, with the imprinted Corporate Seal of the CITY OF COEUR D'ALENE.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
Division Administrator

**ATTEST:**

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

cs: 24276 SLA PD

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF COEUR D'ALENE**, hereafter called the **CITY**, for construction of **RAMSEY RD SIGNAL UPGRADES**; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Highway Project A024(276) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Couer D'Alene, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

## ATTACHMENT 1

### 1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.  
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

### 1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

#### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

**Implementation Procedures**

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

#### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be

included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8884

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Revised: 03-09, 08-10, 08-17



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** OCTOBER 23, 2023  
**FROM:** LARRY PARSONS; UTILITY PROJECT MANAGER  
**SUBJECT:** PROFESSIONAL SERVICES FOR 2023/2024 WASTEWATER  
COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS

=====

**DECISION POINT:** Should Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2023/2024 Wastewater Collection System Capital Improvement Projects for the amount of \$411,300.00?

**HISTORY:** Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewer collection infrastructure. At the top of this year's list is an open trench project in the area of 19<sup>th</sup> Street and 20<sup>th</sup> Street north of Coeur d'Alene Avenue. This project will replace an aging existing sewer line and up-size it from 6-inch to 8-inch. Also included will be waterline replacement and modifications in the same area, as well as paving and some stormwater work.

Pursuant to Idaho Code § 67-2320, the WW Utility solicited firms for ongoing Professional Engineering Services through the request for qualifications process. J-U-B Engineers, Inc., was selected from the list of pre-approved providers. The WW Utility has determined that J-U-B will provide the best services based on qualifications and demonstrated competence. Therefore, it is proposed that a contract be awarded to J-U-B for the 2023/2024 Wastewater Collection System Capital Improvements Projects.

**FINANCIAL ANALYSIS:** The following table summarizes this year's CIP Task cost breakdown:

2023/2024 Wastewater Collection System CIP Tasks:

<b>Task Number</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Amount</b>	<b>Anticipated Schedule</b>
000	Project Management	Time and Materials (Estimated Amount Shown)	\$12,500	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench Design (2024 OT)	Time and Materials (Estimated Amount Shown)	\$63,600	Final 2024 Project Design Documents by 4 months from date of agreement.
200	Open Trench CMS (2024 OT)	Time and Materials (Estimated Amount Shown)	\$151,300	Concurrent with work progress.
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	C.2 Project CMS Continuation	Time and Materials (Estimated Amount Shown)	\$62,900	Concurrent with work progress.
400	C.12 Evaluation	Time and Materials (Estimated Amount Shown)	\$36,000	As mutually agreed to by CLIENT and J-U-B
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	Under Separate Contract	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Watermain Design (2024 OT)	Time and Materials (Estimated Amount Shown)	\$15,800	Concurrent with Task 200.
999	Watermain Construction Coordination (2024 OT)	Time and Materials (Estimated Amount Shown)	\$10,800	Concurrent with work progress.
999	Watermain Construction Coordination (C.2 Continuation)	Time and Materials (Estimated Amount Shown)	\$8,400	Concurrent with work progress.
<b>Total:</b>			<b>\$411,300</b>	

During FY 2023/2024, the Wastewater Utility budgeted \$850,000.00 for constructing the aforementioned CIP tasks. A copy of the proposed Agreement for Professional Services accompanies this staff report.

**PERFORMANCE ANALYSIS:** Since 2008, J-U-B has demonstrated its commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget, and to the Wastewater Utility's satisfaction.

**RECOMMENDATION:** Council should approve an agreement with J-U-B Engineers, Inc., for professional engineering services for tasks associated with 2023/2024 Wastewater Collection System Capital Improvement Projects at a cost of \$411,300.00.

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**2023/2024 WASTEWATER COLLECTION SYSTEM**  
**CAPITAL IMPROVEMENT PROJECTS**

THIS Professional Services Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho 83642, hereinafter referred to as the “**CONSULTANT**.”

W I T N E S S E T H:

WHEREAS, in compliance with State law and the **CITY**’s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for the 2023/2024 Wastewater Collection System Capital Improvement project, hereinafter referred to as the “**Work**,” according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the **Work**, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**’s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit “A.”

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

SECTION 3. PERSONNEL.

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

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

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

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before September 30, 2024. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed four hundred eleven thousand three hundred dollars (\$411,300.00), unless authorized in writing by the **CITY**.

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

SECTION 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. Consultant may terminate the Agreement due to City's material breach of contract with seven (7) days written notice, unless breach is cured within the notice period.

SECTION 8. TERMINATION FOR CONVENIENCE. The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 9. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

SECTION 10. NON-DISCRIMINATION.

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment

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

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

C. The **CONSULTANT** shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

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

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

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

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the **CONSULTANT** may request ITD enter into such litigation to protect the interests of the state and, in addition, the **CONSULTANT** may request the USDOT enter into such litigation to protect the interests of the United States.

SECTION 11. ANTI-BOYCOTT CERTIFICATION. Pursuant to Idaho Code § 67-2346, the **CONSULTANT** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

SECTION 12. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of the People's Republic of China.

SECTION 13. ASSIGNABILITY.

A. The **CONSULTANT** shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the **CITY** thereto. Provided, however, that claims for money due or to become due to the **CONSULTANT** from the **CITY** under this Agreement may be assigned



to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the **CITY**.

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

SECTION 14. Interest of Consultant. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

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

SECTION 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

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

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

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

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

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

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

SECTION 23. Hold Harmless.

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

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

Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects.

**SECTION 24. Notification.** Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814  
Attn.:

J-U-B Engineers, Inc.  
7825 Meadowlark Way  
Coeur d'Alene, ID 83815  
Attn:

**SECTION 25. Standard of Performance and Insurance.**

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

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

C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to policy holder, prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

\_\_\_\_\_  
James Hammond, Mayor

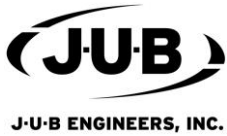
\_\_\_\_\_  
Cory R. Baune, P.E, Executive Vice  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Secretary



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** FY 2023/2024 COLLECTION SYSTEM PROJECTS

**CLIENT:** CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

**J-U-B PROJECT NUMBER:** 20-24-011

**CLIENT PROJECT NUMBER:** N/A

**ATTACHMENT TO:**

**AGREEMENT DATED:** \_\_\_\_\_; **or**

**AUTHORIZATION FOR CONTRACT AMENDMENT #\_\_;** **DATED:** N/A

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the November 28, 2018 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the current Collection System Master Plan Update.

This Scope of Services is separated into the tasks outlined below and detailed in the following pages.

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 000: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
3. Regularly monitor project status, budget and schedule.
4. Attend 4 client meetings to report project status.
5. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
6. Provide a monthly invoice including budget status.
7. Provide ongoing document handling and filing.

## B. Task 100: TRENCHLESS REHABILITATION PROJECTS

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2023, no work is anticipated for this task in FY2023/2024 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

## C. Task 200: OPEN TRENCH REPLACEMENT PROJECTS

### 1. Subtask 001: Open Trench Design

- a. For this task, J-U-B will assemble a 2024 Open Trench Project, for FY 2023/2024, based on the following project locations identified by the CLIENT:
  - i. **Base Bid (Schedule A):** 19<sup>th</sup> and 20<sup>th</sup> Street Sanitary Sewer (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021).
  - ii. **Base Bid (Schedule B):** 19<sup>th</sup> and 20<sup>th</sup> Street Water (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021). **See Task 999**
  - iii. **Additive Alternates:** 1- Cherrywood & Richmond (Schedule C); 2- Homestead & 3<sup>rd</sup> (Schedule D)
- b. **Base Bid (Schedule A):** J-U-B completed 95% design of Base Bid in FY 2017/2018 as part of the Open Trench Project - RR.15 & RR.16. Modifications/redlines to these plan sheets were started in FY 2021/2023 and stopped in December of 2021, at the direction of the City. Plan sheets include water meter replacements by City Water Department and Contractor along 19<sup>th</sup> Street and water main and water meter installation by Contractor along 20<sup>th</sup> Street. The Contract documents were prepared based on 2015 EJCDC (as modified by ISPWC). Technical Specifications were prepared using ISPWC 2015 Edition with supplemental technical specifications and special provisions as required for the project, as directed CLIENT. J-U-B will provide engineering services to repackage the existing 95% plans and specifications into the 2024 Open Trench Project bid set, as specified in subsequent paragraphs. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction. CLIENT will request utility locates and verify utilities from previous design drawings are current. CLIENT will coordinate with City Water Department on project timeline and confirm water infrastructure replacement extents from previous design drawings.
- c. **Additive Alternate - Schedules C & D:** J-U-B will provide engineering services to replace the existing sanitary sewer in its approximate existing alignment and grade. Additive Alternates, Schedule C & Schedule D, design will be included in the 2024 Open Trench Project bid set. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
- d. J-U-B completed topographic survey for design and construction purposes in FY 2022/2023. Survey included the following: collection of surface improvements within the alleys and streets in the CLIENT rights-of-way for the projects; sanitary sewer locations and depths to inverts; utilities as marked by the utility owners based on a One-Call for construction (request to be made by J-U-B); utilities as marked by CLIENT (water and storm water utilities); and any readily-discoverable property pins within the project area. Property boundaries will be approximated using the City's GIS database and the County Assessor's Map for Cherrywood and Richmond; a boundary survey for this location will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve. A boundary survey was completed for the area of Homestead and 3<sup>rd</sup>. J-U-B prepared base drawings for subsequent use in design and construction.

- e. 30% Design (Schedule's C & D Only): J-U-B will prepare 30% design drawings as follows:
  - i. J-U-B will conduct a kick-off meeting with the CLIENT to determine project goals, objectives and milestones.
  - ii. J-U-B will collect, document, and review existing conditions as identified at the surface and through CCTV inspections (provided by CLIENT), and identify potential construction conflicts based on utilities as marked by others.
  - iii. J-U-B will identify impacts to other CLIENT-owned utilities (water and storm water) and identify as "retain and protect" or "replace" per City of Coeur d'Alene Engineering standard drawings. The project area may include water mains and storm water that may be impacted during construction of the new sanitary sewer; replacement, as deemed necessary by the City, will be per City standard drawings and specifications. Modifications of other utilities will be provided as additional services.
  - iv. J-U-B will identify sewer service connections at the sewer main based on closed circuit television (CCTV) provided by CLIENT. The service laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project unless specifically requested by the CLIENT as additional services.
  - v. J-U-B will develop 30% design drawings including plan and profile of the proposed sewer alignment, private sewer service realignment including plan views and annotated site photos, relevant detail drawings, and reference to applicable City engineering standard details.
  - vi. J-U-B will prepare a 30% Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 20% construction contingency.
  - vii. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 30% Design.
  - viii. J-U-B will review 30% design drawings, Additive Alternate Schedules C and D with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. replacing or re-routing storm sewer and water; partial or full-width surface repair; specific surface repair objectives such as pedestrian ramps, curb and gutter, alley approaches, etc.). Modifications of other utilities will be provided as additional services.
  
- f. 90% Design (Schedules C & D): J-U-B will prepare 90% design drawings and contract documents as follows:
  - i. J-U-B will review CLIENT comments on 30% design drawings.
  - ii. J-U-B will prepare 90% Bid Documents, including contract documents, technical specifications, and final plans for the 2024 Open Trench Project, includes Base Bid and Additive Alternates. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards) per City directive, and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: modifications to the bid schedules or additive alternates; updating ISPWC editions technical specifications; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
  - iii. J-U-B will prepare a 90% Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
  - iv. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 90% design drawings and contract documents.
  - v. J-U-B will review 90% design drawings and contract documents, Base Bid and Additive Alternate with CLIENT. CLIENT shall conduct a review of the design and identify issues

to address (e.g. legal review of contract documents, review of technical specifications and project plans, including City standards, and etc.). Modifications of other utilities will be provided as additional services.

- vi. J-U-B will provide an electronic copy (PDF format) and two printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications for review.
  
- g. J-U-B will prepare Bid Documents (All Schedules) as follows:
  - i. J-U-B will review CLIENT comments for the following:
    - (a) Base Bid (Schedule A) – 19<sup>th</sup> & 20<sup>th</sup> Street Sanitary Sewer (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021).
    - (b) Additive Alt. (Schedules C & D) – 90% design drawings
  - ii. J-U-B will prepare final bid documents for Base Bid and Additive Alt (Schedules A, C & D). Final Bid Documents, including contract documents, technical specifications, and final plans for the 2024 Open Trench Project includes Base Bid and Additive Alternates. CLIENT comments are expected to be minor in nature due to the previous review steps; consequently, substantial revisions requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT.
  - iii. J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
  - iv. J-U-B will provide an electronic copy (PDF format) and three printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.

## 2. **Subtask 101: Open Trench Construction Management Services**

- a. For this task, J-U-B will provide the following CMS services:
  - i. J-U-B will prepare a draft notice of advertisement for the project. CLIENT will advertise the project in its paper of record.
  - ii. J-U-B will conduct one pre-bid meeting at CLIENT's office.
  - iii. J-U-B will respond to bidders' questions during the bid phase and prepare and issue addenda as necessary to modify the drawings or specifications. Two addenda anticipated.
  - iv. J-U-B will assist in bid opening, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to CLIENT regarding the responsiveness of the bids.
  - v. J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
  - vi. J-U-B will coordinate and attend weekly construction meetings and prepare an agenda and list of construction items to be addressed.
  - vii. J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
  - viii. J-U-B will provide electronic copy record drawings for CLIENT records.

## D. **Task 300: INFLOW AND INFILTRATION REDUCTION**

- 1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2023, no work is anticipated for this task in FY2023/2024 and is not included in this scope of services.



If CLIENT identifies tasks under this item, the work will be completed as an additional service

## **E. Task 400: CAPITAL IMPROVEMENT PROJECTS**

1. Subtask 101: C.2 Project Construction Management Services (CMS) Continuation
  - a. For this task, J-U-B will provide the following CMS services:
    - i. J-U-B will coordinate and attend Bi-weekly construction meetings and prepare an agenda and list of construction items to be addressed.
    - ii. J-U-B will perform construction support as noted in “J-U-B Standard Exhibit A – Construction Phase Services”, attached. Project duration and commitments are further defined in Attachment A.
  - b. Assumptions:
    - i. Substantial Completion will be achieved by 10/23/2023. Final Completion will be achieved by 11/22/2023.
    - ii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
    - iii. CMS support through Substantial Completion: 23 calendar days
    - iv. CMS support through Final Completion: 30 additional days
    - v. Pay Request – 2 total
    - vi. Construction management (CMS) for bi-weekly construction meetings assuming 4 total meetings.
    - vii. Per Contractor’s current schedule gravity sewer pipeline installation completed. Construction observation estimated at approximately 20 hours/week for 4-weeks of final project clean-up.
  - c. Deliverables:
    - i. J-U-B will provide electronic copy record drawings for CLIENT records.
2. Subtask 101: C.12 Evaluation
  - a. For this task, J-U-B will conduct a preliminary evaluation of the C.12 bottleneck identified in the 2022 Wastewater Collection System Master Plan, and provide a technical memorandum identifying potential alignments or alternatives.
    - i. J-U-B will conduct an initial meeting with City and ITD staff to review proposed project and establish criteria for the Technical Memorandum.
    - ii. J-U-B will conduct preliminary survey between Wilbur and Hanley Avenue, West of Highway 95. Survey will include prominent surface features, edge of roadway, existing utilities, and other items requested by ITD for a preliminary sewer alignment evaluation. J-U-B will secure encroachment permit to work in ITD ROW.
    - iii. J-U-B will evaluate three potential sewer alignments and/or alternatives.
    - iv. J-U-B will prepare a preliminary Opinion of Probable Cost based on prior years’ average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 30% construction contingency.
    - v. J-U-B will develop a Technical Memorandum summarizing the three alignments, including figures and preliminary cost opinion.
    - vi. J-U-B will conduct QA/QC of Technical Memorandum, figures and preliminary cost est.
    - vii. J-U-B will conduct a follow-up meeting with City and ITD staff to review preferred project alignment.
  - b. Assumptions:
    - i. Survey can be completed in two 8 hour days

- ii. Full topographic survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
- iii. A boundary survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
- iv. J-U-B will review three potential alignments.
- c. Deliverables:
  - i. J-U-B will provide one electronic copy and two hard copies of the Technical Memorandum.

**F. Task 500: Management Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:
  - a. Additional public meetings or outreach as requested by CLIENT.
  - b. Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
  - c. Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
  - d. Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
  - e. Perform detailed manhole condition assessment, testing, and/or structural evaluation.
  - f. Prepare exhibits and descriptions for CLIENT's use in acquiring easements for open trench point repair locations.
  - g. Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
  - h. Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
  - i. Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
  - j. Review product substitution requests submitted by the Contractor.
  - k. Perform drawdown tests on existing lift station to quantify pump capacity.
  - l. Update CLIENT's geographical information system (GIS) database.
  - m. Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
  - n. Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
  - o. Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
  - p. Assist the CLIENT with procuring the services of a geotechnical engineer for investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).
  - q. Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
  - r. Perform flow monitoring or smoke testing to supplement previously obtained data.
  - s. Additional meetings or public outreach as requested by CLIENT.

- t. Assist with Open Trench Point Repairs Design, Bidding, and Construction as requested by CLIENT.
- u. Assist the CLIENT with bid protests and/or bid disputes.
- v. Provide the CLIENT with construction warranty period support.
- w. Perform additional topographic survey and/or field investigation as necessary to verify utility locations.
- x. Assist the Client with void exploration and repair service for the M-interceptor. J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT. J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of a soil stabilization contractor, as determined appropriate by CLIENT.

#### G. Task 999: Watermain Design & CMS

1. Subtask 001 – Watermain Design (2024 OT)
  - a. For this task, J-U-B will assemble a 2024 Open Trench Project, for FY 2023/2024, based on the following project locations identified by the CLIENT:
    - i. Base Bid (Schedule B): 19th and 20th Street Water (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021).
  - b. Assumptions
    - i. **Base Bid (Schedule B):** J-U-B completed 95% design of Base Bid in FY 2017/2018 as part of the Open Trench Project - RR.15 & RR.16. Modifications/redlines to these plan sheets were began in FY 2021/2023 and stopped in December of 2021. Plan sheets include water meter replacements by City Water Department and Contractor along 19<sup>th</sup> Street and water main and water meter installation by Contractor along 20<sup>th</sup> Street. The Contract documents were prepared based on 2015 EJCDC (as modified by ISPWC). Technical Specifications were prepared using ISPWC 2015 Edition with supplemental technical specifications and special provisions as required for the project, as directed CLIENT. J-U-B will provide engineering services to repackage the existing 95% plans and specifications into the 2024 Open Trench Project bid set, as specified in subsequent paragraphs. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction. CLIENT will request utility locates and verify utilities from previous design drawings are current. CLIENT will coordinate with City Water Department on project timeline and confirm water infrastructure replacement extents from previous design drawings.
  - c. J-U-B will prepare Bid Documents as follows:
    - i. J-U-B will review CLIENT comments to the 19th and 20th Street Water (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021).
    - ii. J-U-B will final Bid Documents, including contract documents, technical specifications, and final plans for the 2024 Open Trench Project includes watermain design. CLIENT comments are expected to be minor in nature due to the previous review steps; consequently, substantial revisions requested by the CLIENT, including modifications to bid Schedules, will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT.
    - iii. J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency. The cost estimate will include a separate schedule for watermain work associated with Schedule B. CLIENT noted partial watermain materials will be provided by City Water Department. Cost estimate for watermain work to include installation of materials only.

- iv. J-U-B will provide an electronic copy (PDF format) and two printed sets of the Bid Documents for City Water Department, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.
2. Subtask 101: Watermain Construction Coordination (2024 OT)
  - a. For this task, J-U-B will provide the following coordination services:
    - i. J-U-B will distribute bidders' questions during the bid phase to the City Water Department.
    - ii. J-U-B will assist the City in preparing various documents throughout the construction process including applications for payments, submittal review cover sheets, change orders, field orders and additional items as requested by the City Water Department.
    - iii. J-U-B will provide minimal construction observation (budgeted at 16 hours). Construction observation will be used to verify payment quantities, surface repair items, record drawings, and additional services as requested by the City Water Department.
    - iv. J-U-B will provide construction staking per the Contract Documents.
  - b. Assumptions:
    - i. City Water Department staff will perform submittal reviews and construction observation. J-U-B will be provided with GPS information on mainline, fitting, valves and appurtenances for Record Drawings.
    - ii. Construction will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
    - iii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
    - iv. Construction coordination support through Substantial Completion and final completion.
  - c. Deliverables:
    - i. J-U-B will provide electronic copy record drawings for CLIENT records.
3. Subtask 102: Watermain Construction Coordination (C.2 Continuation)
  - a. For this task, J-U-B will provide the following coordination services:
    - i. J-U-B will distribute bidders' questions during the bid phase to the City Water Department.
    - ii. J-U-B will assist the City in preparing various documents throughout the construction process including applications for payments, submittal review cover sheets, change orders, field orders and additional items as requested by the City Water Department.
    - iii. J-U-B will provide minimal construction observation (budgeted at 16 hours). Construction observation will be used to verify payment quantities, surface repair items, record drawings, and additional services as requested by the City Water Department.
    - iv. J-U-B will provide construction staking per the Contract Documents.
  - b. Assumptions:
    - i. City Water Department staff will perform submittal reviews and construction observation. J-U-B will be provided with GPS information on mainline, fitting, valves and appurtenances for Record Drawings.
    - ii. Construction will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
    - iii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
    - iv. Construction coordination support through Substantial Completion. Per contractor's current schedule, it is anticipated to occur on October 23, 2023
    - v. Construction coordination support through Final Completion: Per contractor's current schedule, it is anticipated to occur on November 22, 2023
  - c. Deliverables:

- i. J-U-B will provide electronic copy record drawings for CLIENT records.

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  - 1. N/A
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  - 1. N/A

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - 1. For Time and Materials fees:
    - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
- B. **Period of Services**
  - 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
  - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Project Management	Time and Materials (Estimated Amount Shown)	\$12,500	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench Design (2024 OT)	Time and Materials	\$63,600	Final 2024 Project Design Documents by 4 months from date of agreement.

		(Estimated Amount Shown)		
200	Open Trench CMS (2024 OT)	Time and Materials (Estimated Amount Shown)	\$151,300	Concurrent with work progress.
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	C.2 Project CMS Continuation	Time and Materials (Estimated Amount Shown)	\$62,900	Concurrent with work progress.
400	C.12 Evaluation	Time and Materials (Estimated Amount Shown)	\$36,000	As mutually agreed to by CLIENT and J-U-B
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	Under Separate Contract	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Watermain Design (2024 OT)	Time and Materials (Estimated Amount Shown)	\$15,800	Concurrent with Task 200.
999	Watermain Construction Coordination (2024 OT)	Time and Materials (Estimated Amount Shown)	\$10,800	Concurrent with work progress.
999	Watermain Construction Coordination (C.2 Continuation)	Time and Materials (Estimated Amount Shown)	\$8,400	Concurrent with work progress.
<b>Total:</b>			<b>\$411,300</b>	

**Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

**Certification Concerning Government Ownership or Operation.** Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.

- E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-X.
- F. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at [edocs.jub.com](http://edocs.jub.com)

**Exhibit(s):**

- Exhibit 1-X: Work Breakdown Structure
  - Standard Exhibit A: Construction Phase Services
- 

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Municipal/Utility Engineering (203)

# EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE SUMMARY

## BASIS OF FEE ESTIMATE



J-U-B ENGINEERS, INC.



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

**Project Title, Client:** FY 2023/2024 Collection System Project, City of Coeur d' Alene

**Project Number:** 20-24-011

**Prepared By:** CRB/JPW

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
<b>000</b>		<b>Project Management</b>	<b>\$12,500</b>
000	001	Admin	\$12,500
<b>100</b>		<b>Trenchless Rehabilitation Project</b>	<b>\$0</b>
100	001	Trenchless Rehabilitation Project	\$0
<b>200</b>		<b>Open Trench Project</b>	<b>\$214,900</b>
200	001	Open Trench Design (2024 OT)	\$63,600
200	101	Open Trench Construction Management Services (2024 OT)	\$151,300
<b>300</b>		<b>Inflow and Infiltration Reduction</b>	<b>\$0</b>
300	001	Inflow and Infiltration Reduction	\$0
<b>400</b>		<b>Capital Improvement Projects</b>	<b>\$98,900</b>
400	101	C.2 Project Construction Management Services Continuation	\$62,900
400	102	C.12 Evaluation	\$36,000
<b>500</b>		<b>Management Reserve</b>	<b>\$50,000</b>
500	001	Management Reserve	\$50,000
<b>600</b>		<b>GIS Services</b>	<b>\$0</b>
600	001	GIS Services	\$0
<b>700</b>		<b>Master Plan Updates</b>	<b>\$0</b>
700	001	Master Plan Updates	\$0
<b>999</b>		<b>Watermain Design and CMS</b>	<b>\$35,000</b>
999	001	Watermain Design (2024 OT)	\$15,800
999	101	Watermain - Construction Coordination (2024 OT)	\$10,800
999	102	Watermain - Construction Coordination (C.2 Continuation)	\$8,400
<b>TOTAL</b>			<b>\$411,300</b>





J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES

**Standard Exhibit A – Construction Phase Services**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

**CONSTRUCTION PHASE SERVICES**

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

*Construction Phase*

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- Yes    1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No
  
- Yes    2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- No

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes  
 No
- a. Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- Yes  
 No
- b. Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes  
 No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes  
 No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes  
 No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes  
 No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Yes  
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes  
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes  
 No

- Yes  
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT 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. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes  
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes  
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes  
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes  
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes  
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes    1.    *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.  
 No
  
- Yes    2.    *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.  
 No
  
- Yes    3.    *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.  
 No
  
- Yes    4.    *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.  
 No
  
- Yes    5.    *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.  
 No
  
- Yes    6.    *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.  
 No
  
- Yes    7.    *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.  
 No
  
- Yes    8.    *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.  
 No
  
- Yes    9.    *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.  
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

## **CLIENT'S RESPONSIBILITIES**

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## **INDEMNIFICATION**

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** OCTOBER 23, 2023  
**FROM:** LARRY PARSONS, UTILITY PROJECT MANAGER  
**SUBJECT:** APPROVAL AND AWARD OF CONTRACT FOR THE PURCHASE OF A  
2024 CAT TELEHANDLER (FORKLIFT)

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**DECISION POINT:** Should Council approve the purchase of a new CAT Telehandler (forklift) through Sourcewell, a cooperative purchasing program approved by the City, and award a contract to Western States Equipment for the purchase in the amount of \$159,023.11?

**HISTORY:** The Wastewater Department, in keeping with its regular equipment replacement schedule, identified the need to replace an aging Telehandler in the FY 2023-2024 Wastewater Operating Fund budget. This purchase will be made through Sourcewell, an approved cooperative purchasing program. Sourcewell meets the requirements of Idaho Code § 67-2807 as it obtains its prices through a competitive bidding process. The Legal Department has reviewed this proposed purchase and has concluded that it meets the requirements of State law and the City's purchasing policy.

**PERFORMANCE ANALYSIS:** The Wastewater Department uses this type of forklift on a daily basis. It is the main mode of offloading and loading all types of chemical cargo, pumps, etc., used throughout the treatment plant. The new Telehandler will replace the old 2004 machine currently in use. Parts for the 2004 Telehandler are difficult to find and the machine has reached the end of its useful safe life. The Wastewater Department previously purchased a similar unit from Western States Equipment and is satisfied with its performance and reliability.

**FINANCIAL ANALYSIS:** Funding for this purchase is available within the Replacements Section of the approved 2023-2024 City of Coeur D'Alene Wastewater Operating Fund budget. The quote (\$159,023.11) is lower than the amount budgeted in line item # 031-058-4354-7541 (\$175,000.00) and, therefore the approval of this purchase will not increase the total Capital Outlay under the Wastewater Operating Budget.

**RECOMMENDATION:** Council should approve the purchase of a new 2024 CAT Telehandler through Sourcewell, an approved cooperative purchasing program, and award a contract to Western States Equipment for the purchase in the amount of \$159,023.11.



**PERSONAL PROPERTY & SERVICES PRICE**

**REASONABLENESS FORM**

To: Finance Department

From: Larry Parsons Wastewater Utility Project Manager

Date:

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: Replace 2004 Caterpillar Telehandler Unit(Forklift)

Money is available from Equipment Replacement line item in the current budget #031-058-4354-7541

Purchase in financial plan?  Yes  No If yes, budget amount in financial plan - \$ 175,000 - #031-058-4354-7541

If non-budgeted – Date Council approved: \_\_\_\_\_

Competitive Quotes Obtained:

1<sup>st</sup> vendor name and price: Western States Cat; 2024 TL 642 - \$159,023.11

2<sup>nd</sup> vendor name and price \_\_\_\_\_

3<sup>rd</sup> vendor name and price: \_\_\_\_\_

If Competitive Quotes not obtained, provide Price Reasonableness Analysis:

**This Equipment replacement to be done through Sourcewell Program** \_\_\_\_\_

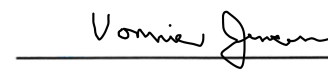
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor Awarded: Western States Cat Date: 10/2/2023

New vendor to the City? Yes,  No  If yes, attach a completed W-9

Department Head Signature: 

Department: Wastewater Date: 10/2/2023

Comptroller Approval Signature: 



**SALES AGREEMENT**

AGREEMENT: Q000335574-1

AGREEMENT DATE: 9/15/2023

AGREEMENT EXPIRES: 10/15/2023

WAREHOUSE: Hayden Machine Sales

CUSTOMER NO.: 1055800

CUSTOMER PO:

SALESMAN: Jeff D Shaw

208-659-3003

Jeff.Shaw@wseco.com

Hayden  
10780 N Highway 95 Hayden, ID 83835  
208.762.6690

**SOLD TO:**

City Of Coeur D'Alene  
710 E Mullan Ave  
Coeur d Alene, ID 83814-3958

**SHIP TO:**

Office  
710 E Mullan Ave  
Coeur d Alene, ID 83814-3958

**ITEM DESCRIPTION**

**PRICE**

Caterpillar TL642-05 S/N: TBD	\$159,023.11
<ul style="list-style-type: none"> <li>● New Warranty - 60 mo 2,000 hrs - POWERTRAIN + HYDRAULICS + TECH</li> <li>● Delivery Freight</li> <li>● EMS Basic - 1 Yr / 500 Hr Parts Only Preventative Maintenance Kit.</li> </ul>	

**Notes**

Before Tax Balance	\$159,023.11
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
<b>Net Due</b>	<b>\$159,023.11</b>

**Western States Equipment**

**City Of Coeur D'Alene**

Order Received by \_\_\_\_\_

Approved and Accepted by \_\_\_\_\_

Title Regional Sales Manager Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Warranty Document Received (initial) \_\_\_\_\_

**Trade Ins:** All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
**Warranty:** By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



**STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS)** - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
<b>OWNER's NAME</b> City Of Coeur D'Alene			<b>OWNER PHONE</b>	
<b>OWNER ADDRESS, CITY and ZIP CODE</b> 710 E Mullan Ave Coeur d Alene, ID 83814-3958				
<b>EXTENDED WARRANTY COVERAGE</b> New Warranty - 60 mo 2,000 hrs & POWERTRAIN + HYDRAULICS + TECH				
<b>MODEL</b>	<b>PRODUCT DESCRIPTION</b>	<b>HOURLY METER</b>	<b>SERIAL NUMBER</b>	<b>DELIVERY DATE</b>

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

**OWNER/LESSEE SIGNATURE :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

**DEALER SIGNATURE :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

<b>Purchase Application</b> <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	<b>PURCHASER NAME</b>	<b>DATE MACHINE SOLD</b>	<b>DATES INSPECTION COMPLETED &amp; APPROVED</b>	
	<b>ADDRESS (STREET, RR)</b>	<b>(CITY/TOWN)</b>	<b>(STATE)</b>	<b>(ZIP CODE)</b>
	<b>TRANSFER HOUR METER READING</b>	<b>SIGNATURE OF NEW BUYER</b>	<b>DEALER CONFIRMATION</b>	

By signing this agreement I agree to the terms on the following pages.



# SALES AGREEMENT

NO.: Q000335574-1

## EQUIPMENT DETAILS

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6019597 TL642 05A TELEHANDLER CFG1	6022295 FRAME, STABILIZER, NONE
6022274 PREPARATION PACK, AM-N	5599838 STEERING, STANDARD
5655064 RIDE CONTROL	6022331 CAB, ENCLOSED, AC+ HEAT
6025010 CLIMATE PACK, COLD WEATHER,HRC	5955293 HEATER, ENGINE BLOCK, 120V
5539349 WINDOW,REAR, EXT RELEASE, ANSI	4700859 BELT, SEAT, 3"
4765226 MONITOR, NONE	4727832 LEVER, MANUAL, FNR/WIPERS/IND
4853311 ALARM, BACK-UP, STANDARD	5159736 SUN SCREEN, ROOF, NONE
4636856 TIRES, 13.00-24, CAT, G2, FOAM	4852360 FENDERS, SINGLE
4846334 COUPLER, MANUAL, IT	6022908 LOAD CHART, ANSI, STANDARD
4837766 INSTRUCTIONS, ANSI	0P3917 TL642 NORTH AMERICAN ORDER
6024694 MANUAL, O&M, ENGLISH	5666803 WORKLIGHTS,LED, A/C COMPATIBLE
5004484 USB CHARGING POINT	5013002 PRODUCT LINK, CELLULAR PL641
4812709 BOOM BRUSH	4716158 WASHER/WIPER, REAR
3019758 CARRIAGE, STANDARD 72"	6088072 FORK, DUAL TAPER 2" X 6" X 72"
4809194 SENSOR, BOOM ANGLE, STD	