



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

PUBLIC WORKS COMMITTEE

with

Council Members Miller, McEvers & Gookin

November 9, 2015, 4:00 p.m.

AGENDA

- Item 1 2015-2016 Snow Plan – Tim Martin
- Item 2 Professional Services Agreement for Mullan Road and Park Drive: Design, Bid, and Construction
Phase Services – Dennis Grant

Library Community Room
702 Front Street

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

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

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

DECISION POINT:

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

HISTORY/BACKGROUND:

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

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

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

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

DECISION POINT/RECOMMENDATION:

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

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: November 9, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Professional Services Agreement for Mullan Road and Park Drive: Design, Bid, and Construction Phase Services**

DECISION POINT

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

HISTORY

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

FINANCIAL ANALYSIS

The total *Base Bid* compensation is for \$326,330. This cost will be shared with the City of Coeur d'Alene and Ignite CDA. The cost for reconstruction is estimated from around \$1.9 million to \$2.4 million depending on the level of amenities and enhancements. The City of Coeur d'Alene has committed to \$400,000 and City Staff is pursuing Ignite CDA for the additional funds needed.

PERFORMANCE ANALYSIS

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

RECOMMENDATION

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

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
WELCH, COMER & ASSOCIATES, INC.
for
The City of Coeur d'Alene
Mullan Road and Park Drive: Design, Bid, and Construction Phase Services

THIS Agreement, made and entered into this 17th day of November, 2015, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City", and WELCH, COMER & ASSOCIATES, INC., an Idaho corporation, with its principal place of business at 350 E. Kathleen Avenue, Coeur d' Alene, Idaho, 83815, hereinafter referred to as the "Consultant",

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "City" means the CITY OF COEUR D ALENE, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means WELCH, COMER & ASSOCIATES, INC., 350 E. Kathleen Avenue, Coeur d'Alene, Idaho, 83815.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Three Hundred Sixty five (365) calendar days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed the total Base Bid sum of Three Hundred Twenty Six Thousand Three hundred thirty Dollars and NO/100 (\$326,330.00).
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar

month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

- A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute

and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

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

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

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

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

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

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

Section 23. City Held Harmless.

- A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the negligent acts, errors,

omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's negligent performance of this Agreement. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

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

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

- A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insured's in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.
- B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.
- C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.
- D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any

reason.

Section 26. Non – Discrimination.

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

- A. The consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
- D. The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. In the event of the consultant’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the consultant under the contract until the consultant complies, and/or;
 - Cancellation, termination, or suspension of the contract, in whole or in part.

The consultant shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request ITD enter into such litigation to protect the interests of the state and, in addition, the consultant may request the USDOT enter into such litigation to protect the interests of the United States.

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

CITY OF COEUR D'ALENE

WELCH, COMER & ASSOCIATES, INC.

Steve Widmeyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Renata Mcleod, City Clerk

Name/Title

**PRELIMINARY
NOT FOR
CONSTRUCTION**

WELCH-COMER
ENGINEERS & SURVEYORS

300 E. GARDNER AVE.
MILWAUKEE, WI 53212
TEL: 414.224.1100
FAX: 414.224.1101

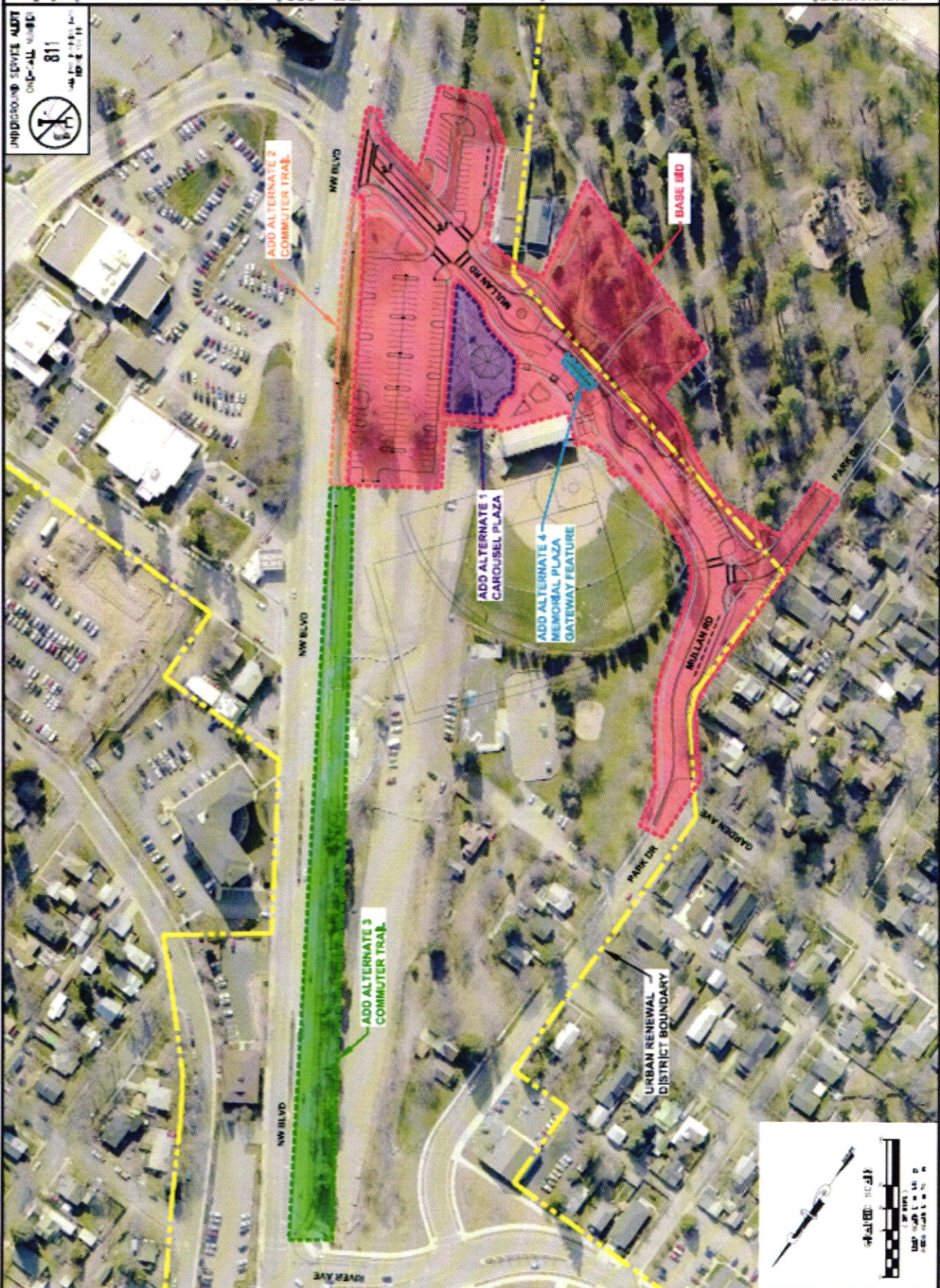
DATE: 08/15/2018
PROJECT: MULLAN ROAD IMPROVEMENTS

CITY OF COEUR D'ALENE
MULLAN ROAD IMPROVEMENTS
OVERVIEW

PROJECT NO.: 18-001
DRAWN BY: J. WELCH
CHECKED BY: J. WELCH
DATE: 08/15/2018

INDICATED STREETS AND
CROSSINGS TO BE
CONSTRUCTED

811



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