



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**

**April 22, 2024, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

### **AGENDA**

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

- Item 1** Request Approval to enter into a Lease Agreement with Majestic Eagle LLC to provide food concessions for the 2024, 2025 and 2026 seasons at Independence Point.
  
- Item 2** Request Approval of fee amendments and civil penalties as proposed by the Administrative, Finance, Municipal Services, Parks and Recreation, Planning, Streets and Engineering, and Water Department
  
- Item 3** Request Approval to enter into a professional services agreement with HMH LLC for construction engineering and inspection services for the Rectangular Rapid Flashing Beacon Project.

*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 72 hours in advance of the meeting date and time.*

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

**Date:** April 22, 2024  
**From:** Bill Greenwood Park & Recreation Director  
**SUBJECT:** Three Year Agreement for Food Concession at Independence Point

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**Decision Point:** Should Council approve a Three-year Lease Agreement with Majestic Eagle LLC, for food concessions for the 2024, 2025, and 2026 seasons at Independence Point?

**History:** We have had a vendor at this location for more than 30 years. The previous vendor was unable to continue at this site. We advertised for Requests for Proposals on February 29 and March 13, 2024, with a closing date of March 21, 2024, and we did not receive any bidders. The following week we were contacted by Raffi Peltekian who expressed interest in this location to serve wood fired pizzas and soft drinks.

**Financial Analysis:** The fees will be \$4,500.00 for year 2024, \$5,000.00 for 2025, and \$6,000.00 for 2026. The prorated payment for the 2024 year will be made by June 20, 2024. Thereafter, the due date will be by April 1, for each subsequent year. Payment will be made to the City's Parks and Recreation Department and will be deposited into the Parks Capital Improvement Fund.

**Performance Analysis:** Mr. Peltekian has been operating in Rathdrum at various locations for the last couple of years and recently moved into a brick and mortar building formerly occupied by Firehouse Subs on Appleway. The wood fire ovens are enclosed in his food truck and have already been approved by the City's fire department. A food vendor at Independence Point provides a service to the public that we do not provide. It is in a good location that is well known and visible to park visitors.

**Decision Point:** The GS/PW Committee should recommend that Council enter into a Lease Agreement with Majestic Eagle LLC, to provide food concessions (wood fired pizzas and soft drinks) for the 2024, 2025, and 2026 seasons at Independence Point.

LEASE AGREEMENT

THIS LEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and Majestic Eagle LLC, with its principal place of business at 14717 North Liane Lane, Rathdrum, Idaho 83858 hereinafter called "Lessee."

WITNESSETH:

THAT, WHEREAS, Majestic Eagle LLC has been awarded the contract for a mobile food concession at a location generally described as: no more than a 22' x 8' (L x W) area on a concrete pad just south of sidewalk along the beach area between Independence Point and the Coeur d'Alene Resort, and immediately east of the sidewalk leading to the City's commercial dock, as shown on Exhibit "A," which is attached hereto and hereby incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, the Lessee shall operate and maintain a mobile food concession according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement, the parties agree that the term "employee" shall include individuals employed by Majestic Eagle LLC.

Section 2. Community Relations: The Lessee agrees that its members, managers, and employees will be courteous and informed about the community, and will assist with questions from tourists and other users of public recreational facilities. Particularly, the Lessee's members, managers, and employees must become familiar with the immediate area including City Park, North Idaho College, Coeur d'Alene Resort, Tubbs Hill, McEuen Field and the Visitors Center.

Section 3. Appropriate Attire: The Lessee agrees that its members, managers, and employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved pants or shorts, if shorts are to be worn. Approval must be received from the Parks Director. It will not be permissible to operate the food concession without a shirt or in bikini type swimwear.

Section 4. Staffing: The Lessee's food concession must be staffed by at least one employee at all times the concession is open.

Section 5. Health Permit: The Lessee agrees to obtain a health permit as required by law for the said mobile food concession. The permit must be displayed in a conspicuous place on the trailer. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by May 15, 2024, for the 2024 season, by April 15, 2025, for the 2025 season, and by April 15, 2026, for the 2026 season. Failure to submit the required health permit

within the above stated time may result in the City denying or revoking the Lessee's permit or taking any other action allowed by law.

Section 6.     Food: The Lessee may serve all foods within the scope of the health permit.

Section 7.     Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have prior written approval from the Parks & Recreation Director.

Section 8.     Refuse: The Lessee agrees not to dispose of refuse at any public trash receptacle. Refuse must be removed from site and disposed of at the Lessee's expense. The Lessee's mobile food concession and immediately surrounding site must be kept clean at all times. The Lessee is responsible for grey water disposal.

Section 9.     Hold Harmless: The Lessee shall hold the City harmless and shall waive all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or involving Memorial Field, the Coeur d'Alene Museum, Independence Point parking lots, City parks, or docks. The Lessee further understands and agrees that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City terminating this agreement pursuant to the notice provision in Section 23 below entitled "City's Option to Terminate Lease." Furthermore, the parties recognize that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. The Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by the Lessee's customers. In the event of said occurrence, the Lessee hereby releases, holds harmless, and waives any claim whatsoever the Lessee may have against the City, its employees, agents, elected and appointed officials.

Section 10.    Not Exclusive: The Lessee understands and agrees that the City, from time to time during the term of this permit, may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but again not limited to, Fred Murphy Days, A Taste of the Coeur d'Alene, the Fourth of July, and sports tournaments, or any event involving/or sponsored by the Coeur d'Alene Cultural Center.

Section 11.    Waiver: The Lessee understands that during the term of this agreement, the City may be undertaking repairs to the City's commercial dock, which may interfere with the Lessee's operations or affect persons in the park. The Lessee specifically waives any claim as to lost profits or business as a result of such repairs. The City will notify lessee via email communication when such repairs are scheduled.

Section 12.    Worker's Compensation: The Lessee agrees to maintain worker's compensation coverage on all of its employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the Lessee fail to maintain such insurance during the entire term hereof, the Lessee shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Lessee shall furnish to the City,

prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or, in the alternative, submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Negligent or Wrongful Act: The Lessee agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of the Lessee, its agents, or employees. The Lessee further agrees, at the Lessee's sole cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of the Lessee's concession or in connection with the negligent or wrongful acts, errors and omissions of the Lessee, its agents or employees. To that end, the Lessee shall maintain a policy of liability insurance, naming the City as an additional insured, with limits at least those required by Idaho Code § 6-924.

Section 14. Cart Specifications: The Lessee agrees to the following mobile cart specifications, in addition to any other requirement set forth herein, which will be adhered to by the Lessee:

- A. Length: 27ft. width: 8 ft. height: 11 ft.
- B. Heat source: propane or wood.
- C. Cooling source: battery, ice, propane, or electric.
- D. The mobile concessions cart must be self-contained.
- E. The mobile concessions cart must be kept clean throughout the season.
- F. The mobile concessions cart must display both the City logo and business logo. City will provide such logo to be adhered to the mobile concessions trailer.

Section 15. Term: The City shall grant a mobile food concession permit to the Lessee for the season of May 1, 2024, to September 30, 2024, May 1, 2025, to September 30, 2025, and May 1, 2026, to September 30, 2026. And will include special events that may operate outside of the stated time period. Lessee will communicate certain days in which the trailer will not be in operation and will be removed for pre-scheduled catering events.

Section 16. Consideration: The Lessee shall, in consideration for the permit to operate and maintain said mobile food concession as set forth in Section 15 at the said location, pay the prorated sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) for year one due by June 20, 2024, upon the signing of this agreement. The 2024 season is pro-rated due to the late start of the season. Year two fees will be Five Thousand and 00/100 Dollars (\$5,000.00) and year three fees will be Six Thousand and 00/100 Dollars (\$6,000.00). Payments for each subsequent year of the lease shall be made by April 1 of the lease year.—Payment shall be made to the City of Coeur d'Alene Parks & Recreation Department.

Section 17. No Alcohol: The Lessee agrees it shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots, nor shall its employees be allowed to possess any alcohol or alcoholic beverages in the concession or while on duty.

Section 18. City Ordinances: The Lessee shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapters 4.25 and 5.75, and the Fire Code.

Section 19. Glass Containers: The Lessee agrees not to dispense drinks in glass containers.

Section 20. Violation of Regulations: The Lessee agrees that any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, and forfeitures of all payments, and the Lessee may not be allowed to rebid or resubmit a proposal for a concession on City property for a period of three (3) years.

Section 21. Non-transferable: The Lessee also agrees and understands concession sites cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces, neither Lessee nor its agent(s) shall park trucks or other vehicles adjacent to the concession site for longer than sixty (60) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Lease: The City may, at any time after providing thirty (30) days' written notice to the Lessee, terminate this lease for cause or for no cause, retake possession of the leased space. The City shall provide a refund to the Lessee of the prorated, unearned portion of the lease payment unless termination was for the Lessee's wrongful conduct or violation of a provision of this Lease. The notice of the exercise by the City of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should the Lessee fail to perform all of the covenants herein required of them, the City may declare the permit forfeited. Upon forfeit of the permit, the Lessee shall cease operation of the concession at the location. However, that before declaring such forfeiture, the City shall notify the Lessee in writing of the particulars in which the City deems the Lessee to be in default and the Lessee will have fifteen (15) days to remedy the default.

Section 25. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to the Lessee at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to, or received through the United States Mail by, the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 26. Chinese Ownership: Lessee 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.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and Raffi Peltekian, has caused the same to be signed by an authorized representative, the day and year first above written.

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

LESSEE:

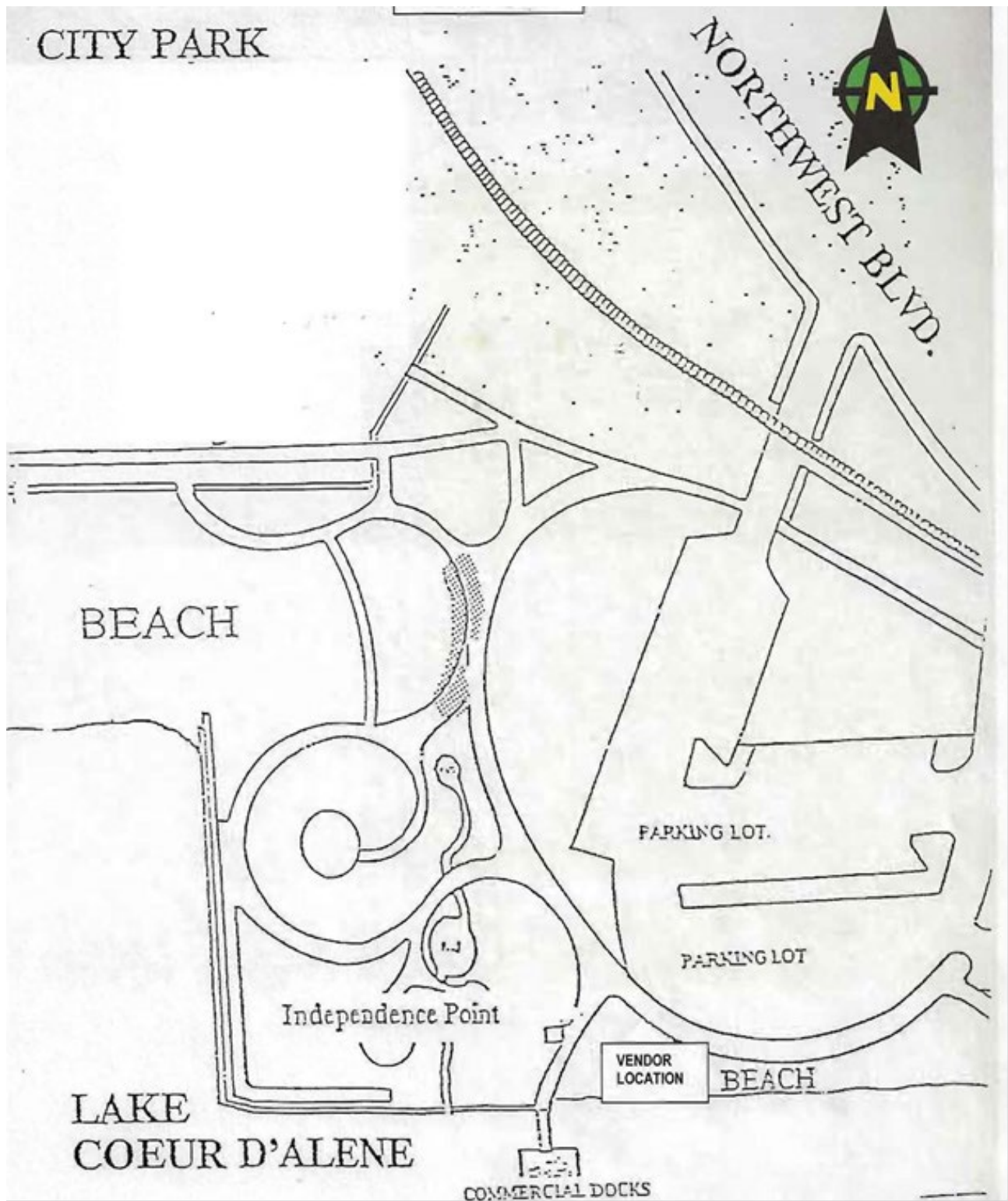
By: \_\_\_\_\_  
James Hammond, Mayor

By: \_\_\_\_\_  
Raffi Peltekian, Owner/Operator  
Majestic Eagle LLC

ATTEST:

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

EXHIBIT "A"





**STAFF REPORT  
GENERAL SERVICES/PUBLIC WORKS**

DATE: APRIL 22, 2024  
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK  
RE: FEE INCREASES, CIVIL PENALTIES, AND CLARIFICATIONS

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**DECISION POINT:** Should Council approve fee amendments and civil penalties as proposed by the Administration, Finance, Municipal Services, Parks and Recreation, Planning, Streets and Engineering, and Water Departments?

**HISTORY:** The City is required to hold a public hearing for any proposed fee increase in excess of five percent (5%) pursuant to Idaho Code § 63-1311A. While some of the fees listed below are increasing less than 5%, are simply being clarified, and/or are being removed entirely, and therefore are not required to be included in the public hearing, it is Staff's desire to keep all changes together for ease of tracking. In addition, civil penalties are not "fees" subject to the 5% rule, but are required to be adopted by resolution of Council by various section of the Municipal Code. Therefore, they are included in this proposed Resolution. The following is an explanation of the changes for each department and the proposed fees. *Please note that crossed out items are being deleted while underlined items are the new proposed fees and text. All other fees not referenced will remain the same.*

**I. ADMINISTRATION:** The Parking Commission was provided the recommendations for the proposed increases in parking fees and penalties. However, it was unable to make a recommendation due to the lack of a quorum at its last meeting. Those members in attendance expressed no concerns about the increases. Based on a review of other cities, it was found that penalties range from \$20.00 to \$150.00, as noted below. Staff is recommending that parking civil penalties be set at \$40.00 (with a warning for the first offense in paid parking lots) and a \$50.00 per day mooring violation penalty which is equal to the proposed moorage daily fee. The handicapped parking violation (\$100.00) is set by the State of Idaho and will remain the same. Based on Staff's review of the current fees, they recommended increases to parking fees based on the location/demand, which resulted in some fees being increased more than others. Some lots do not specifically state that a monthly parking pass is available, so that option was added to those lots for clarity.

Civil Penalty review:

- Post Falls: \$20.00
- Rathdrum: \$50.00- recently increased
- Spokane Valley: \$30.00
- Moscow: \$25.00
- Pocatello: \$30.00
- Caldwell: \$35-150.00 Depending on the violation
- Nampa: \$20.00 -30.00 Depending on the violation

## Coeur d'Alene Avenue Parking Structure

Hourly Rates \$2.00/hour

- 0-2 hours No Charge
- 3 hours and beyond \$1.00/hour

Secured Parking:

- Monthly permit \$560.00/month plus processing fees

Monthly Parking Permits:

- Parking Passes \$2215/month plus processing fees

## McEuen Parking Structure

Single Stall \$12.00/hour

Oversized Vehicles \$24.00/hour

Monthly Parking Permits:

- Parking Passes \$3540/month  
(Plus processing fee; Not pro-rated)
- Parking Passes Downtown Association Members \$2530/month (Plus processing fee)

Annual Passes:

- Coeur d'Alene City Residents \$10.500/year/vehicle
- Kootenai County Residents \$201.00/year/vehicle

NOTES:

1. Any vehicle or vehicle trailer combination with a total length of 21 feet or greater would increase fee to two-times the ticket price, which is the basis of the oversized vehicle fee.
2. No trailer parking without vehicle is allowed.
3. ~~Moorage Dock Fees same as McEuen Parking Structure fees.~~

## 3rd Street Public – Watercraft Launching Fee:

Idaho State Residents \$510.00/launch

Out-of-State Residents \$120.00/launch

Idaho State Residents – Season Pass \$4550.00

Out-of-State Residents – Season Pass \$85100.00

### Boat Docks:

- \$3.00/hour from May 1 – September 30
- \$2.00/hour from October 1 – April 30

3rd Street Public Moorage - \$50.00/overnight (24 hours)

## Independence Point Parking

Monthly Parking Permits:

- Parking Passes \$45.00/month (Plus processing fee; Not pro-rated)

**Museum Parking Lot**

- \$3.00/hour from May 1 – September 30
- \$2.00/hour from October 1 – April 30
- ~~\$2.00/hour~~

Monthly Parking Permits:

- Parking Passes \$20.00/month (Plus processing fee; Not pro-rated)

**Memorial Field Public Parking Lot**

- \$2.00/hour from May 1 – September 30
- \$1.00/hour from October 1 – April 30
- ~~\$1.00/hour~~

Monthly Parking Permits:

- Parking Passes \$25.00/month (Plus processing fee; Not pro-rated)

**PARKING VIOLATIONS- Civil Penalties**

<del>All Other Parking Violations</del>	<del>\$2540.00</del>
Public Parking Lot Violations	<u>\$2040.00</u>
<del>All Other Parking Violations</del>	<del>\$40.00</del>
Boat Mooring Violations	<u>\$3550.00 per day</u>

Parking longer than maximum limit in meter zone or limited parking zone:

- 1st ~~Ticket~~Violation: Courtesy Warning
- 2nd ~~Ticket~~Violation & Thereafter: 1540.00
- 3rd ~~Ticket~~: ~~\$20.00~~
- 4th ~~Ticket~~ & Thereafter: \$25.00

**II. FINANCE:** Garbage rates have increased only twice in the last twenty years. The monthly garbage fee for the largest tote in 2003 was \$8.85, increased in March 2011 to \$9.60, and again in June 2014 to \$10.50. This is an 18.6% increase since 2003 which averages out to less than 1% a year. The City contracted with Coeur d’Alene Garbage in July 2016. This contract provided substantial savings which has allowed the City to keep garbage rates at the 2014 level for the last 10 years. The contract with Coeur d’Alene Garbage allows for an increase to the cost to the City at a maximum of 2.75% each year depending on the producer price index. Because of these yearly increases to the City over the last 8 years, the City now needs to raise rates to their customers. The proposed rates would increase the 96-gallon residential cart from \$10.50 a month to \$11.05 a month, which would be a 55-cent-per-month increase or 5.2%. For comparison the City of Post Falls charges \$13.17, Lewiston charges \$29.00, and the City of Moscow charges \$34.78 for a 96-gallon-cart.

The City has various rates for commercial customers. Some of the proposed rate increases for these categories are substantial. The reason for this is to stabilize the rates so that all commercial rates are 25% higher than the rate charged by Coeur d'Alene Garbage (CdA Garbage) to the City. After analyzing all of the expenses of the Sanitation Fund, it was found that the City needs to charge approximately 25% more than the rate that CdA Garbage is charging the City to be revenue neutral. Some of the City's commercial rates are currently lower than what CdA Garbage is charging. The attempt to bring these more in line with the City's costs is what has caused substantial increases to some commercial rates. The majority of these rates are not standard every month rates and involve very few customers. Additionally, Staff is requesting an annual 5% increase in street lighting through 2026.

<b>CITY OF CDA PRICING - EFFECTIVE May 8, 2024</b>		
<b>SERVICE</b>	<b>City Rate</b>	<b>Proposed</b>
<b>TOTERS &amp; EXTRAS</b>	<b>Current</b>	<b>Rate</b>
<b>RESIDENTIAL SERVICES</b>		
35G RES 1XWK-TRASH REMOVAL	\$ 8.60	<u>\$9.05</u>
64G RES 1XWK-TRASH REMOVAL	\$ 9.70	<u>\$10.20</u>
96G RES 1XWK-TRASH REMOVAL	\$ 10.50	<u>\$11.05</u>
TOTER OVERLOAD-TRASH REMOVAL	\$ 1.95	<u>\$2.20</u>
TRASH ADDITIONAL-TRASH REMOVAL	\$ 1.95	<u>\$2.20</u>
	-	
64G RES RECYCLE EOW	\$	
35G & 96G recycle EOW	\$	
RECYCLE EXTRAS-RECYCLING	\$ 1.95	<u>\$2.20</u>
RECYCLE OVERLOAD-RECYCLING	\$ 1.95	<u>\$2.20</u>
64G RES RECYCLE EOW (2nd Bin)	\$ 5.25	<u>\$7.10</u>
	-	
CALL BACK	\$ 5.50	<u>\$6.90</u>
PACKOUT SERVICE	\$ -	
<b>COMMERCIAL SERVICES</b>		
Comm Trash Overload	\$ 1.95	<u>\$2.20</u>
Comm Trash Additional	\$ 1.95	<u>\$2.20</u>
EXTRA YARD-TRASH REMOVAL	\$ 6.36	<u>\$9.50</u>
LOCK REPLACEMENT-LOCK REPLACEMENT	\$ 17.00	<u>\$21.85</u>
MAKE LOCKABLE-TRASH REMOVAL	\$ 51.00	<u>\$51.00</u>
TIME/PER MINUTE-HOURLY	\$ 2.25	<u>\$2.95</u>
OVERWEIGHT - PER #	\$ 0.10	<u>\$0.15</u>
FIGHTING CREEK	\$ 230.00	<u>\$230.00</u>
	-	
32G COMM 1XWK-TRASH REMOVAL	\$ 8.60	<u>\$8.75</u>

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2- 35 1xwk- Trash Removal	\$ 13.80	\$17.50
5- 35 1xwk- Trash Removal	\$ 34.50	\$43.70
6- 35 1xwk- Trash Removal	\$ 41.40	\$52.45
35G COMM 1XWK-TRASH REMOVAL	\$ 6.90	\$8.75
35G COMM 2XWK-TRASH REMOVAL	\$ 12.40	\$16.05
35G RENTAL COMM-RENTAL	\$ 2.75	\$3.65
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64G COMM 1XWK-TRASH REMOVAL	\$ 11.40	\$14.60
64G COMM 2XWK-TRASH REMOVAL	\$ 16.90	\$22.05
64G RENTAL COMM-RENTAL	\$ 2.75	\$3.65
	-	
1- 96 1xwk- Trash Removal	\$ 18.35	\$24.80
2- 96 1xwk- Trash Removal	\$ 36.70	\$49.55
3- 96 1xwk- Trash Removal	\$ 55.05	\$74.30
4- 96 1xwk- Trash Removal	\$ 73.40	\$99.10
5- 96 1xwk- Trash Removal	\$ 91.75	\$123.85
6- 96 1xwk- Trash Removal	\$ 110.10	\$148.65
7- 96 1xwk- Trash Removal	\$ 128.45	\$173.40
96G COMM 1XWK-TRASH REMOVAL	\$ 18.35	\$24.80
96G COMM 2XWK-TRASH REMOVAL	\$ 23.85	\$32.05
96G COMM 3XWK-TRASH REMOVAL	\$ 55.05	\$74.30
96G RENTAL COMM-RENTAL	\$ 2.75	\$3.65
	-	
<b>1- 3YD DUMPSTERS</b>	-	
1YD COMM RENT	\$ 4.50	\$4.50
1YD FL & RL DELIVERY	\$ 38.30	\$51.00
1YD FL & RL 1XWK-TRASH REMOVAL	\$ 21.60	\$21.90
1YD FL & RL 2XWK-TRASH REMOVAL	\$ 65.85	\$66.85
1YD FL & RL 3XWK-TRASH REMOVAL	\$ 110.10	\$111.75
1YD FL & RL 4XWK-TRASH REMOVAL	\$ 154.35	\$156.70
1YD FL & RL 5XWK-TRASH REMOVAL	\$ 198.80	\$201.60
1YD FL & RL EXTRA PICKUP	\$ 7.00	\$7.35
4 1yds 2xwk	\$ 263.40	\$267.30
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1.5YD COMM RENT	\$ 5.50	\$5.50
1.5YD FL & RL DELIVERY	\$ 38.30	\$51.00
1.5YD FL & RL 1XWK-TRASH REMOVAL	\$ 30.60	\$31.10
1.5YD FL & RL 2XWK-TRASH REMOVAL	\$ 77.60	\$78.75
1.5YD FL & RL 3XWK-TRASH REMOVAL	\$ 124.60	\$126.45
1.5YD FL & RL EXTRA PICKUP	\$ 9.10	\$9.60
1.5yd 1xwk- Trash Removal	\$ 61.20	\$62.20

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2YD COMM RENT	\$ 6.50	\$7.35
2YD FL & RL DELIVERY	\$ 38.30	\$51.00
2YD FL & RL 1XWK-TRASH REMOVAL	\$ 37.50	\$38.00
2YD FL & RL 2XWK-TRASH REMOVAL	\$ 86.50	\$87.60
2YD FL & RL 3XWK-TRASH REMOVAL	\$ 135.50	\$137.30
2YD FL & RL 4XWK-TRASH REMOVAL	\$ 184.50	\$186.95
2YD FL & RL 5XWK-TRASH REMOVAL	\$ 233.50	\$233.50
2YD FL & RL EXTRA PICKUP	\$ 11.10	\$15.30
2yd Temp on call	\$ 11.10	\$15.30
2yd on call	\$ 11.10	\$15.30
2 2yd 1xwk- Trash removal	\$ 75.00	\$75.95
2 2yd 3xwk- Trash removal	\$ 271.00	\$274.55
3 2yd 1xwk- Trash removal	\$ 112.50	\$113.90
3 2yd 3xwk- Trash removal	\$ 406.50	\$411.85
4 2yd 3xwk- Trash removal	\$ 542.00	\$549.10
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3YD FL COMM RENT	\$ 8.50	\$9.80
3YD FL DELIVERY	\$ 38.30	\$51.00
3YD FL & RL 1XWK-TRASH REMOVAL	\$ 55.50	\$56.50
3YD FL & RL 2XWK-TRASH REMOVAL	\$ 109.80	\$111.70
3YD FL & RL 3XWK-TRASH REMOVAL	\$ 164.10	\$166.70
3YD FL & RL 4XWK-TRASH REMOVAL	\$ 218.40	\$222.15
3YD FL & RL 5XWK-TRASH REMOVAL	\$ 272.70	\$277.35
3YD FL EXTRA PICKUP	\$ 16.55	\$23.35
3YD Temp on call	\$ 16.55	\$23.35
2 3yd 3xwk- Trash removal	\$ 328.20	\$333.35
3 3yd 2xwk- Trash removal	\$ 329.40	\$335.05
	-	
<b>4-8YD DUMPSTERS</b>	-	
4YD COMMERCIAL RENT	\$ 10.50	\$12.15
4YD FL DELIVERY	\$ 38.30	\$51.00
4YD FL & RL 1XWK-TRASH REMOVAL	\$ 67.00	\$68.10
4YD FL & RL 2XWK-TRASH REMOVAL	\$ 124.50	\$126.60
4YD FL & RL 3XWK-TRASH REMOVAL	\$ 182.00	\$185.10
4YD FL & RL 4XWK-TRASH REMOVAL	\$ 239.50	\$243.60
4YD FL & RL 5XWK-TRASH REMOVAL	\$ 297.00	\$302.10
4YD FL EXTRA PICKUP	\$ 20.25	\$29.15
4yd temp on call	\$ 20.25	\$29.15
4yd on call	\$ 20.25	\$29.15
2 4yd 1xwk- Trash Removal	\$ 134.00	\$136.20
	-	
6YD COMM RENT	\$ 15.50	\$19.45
6YD FL & RL DELIVERY	\$ 38.30	\$51.00

6YD FL 1XWK-TRASH REMOVAL	\$ 88.00	\$89.50
6YD FL 2XWK-TRASH REMOVAL	\$ 151.90	\$154.45
6YD FL 3XWK-TRASH REMOVAL	\$ 215.80	\$219.35
6YD FL 4XWK-TRASH REMOVAL	\$ 279.70	\$284.30
6YD FL 5XWK-TRASH REMOVAL	\$ 343.60	\$349.25
6YD FL EXTRA PICKUP/ PER DUMP OC	\$ 26.10	\$37.90
6yd Temp on call	\$ 26.10	\$37.90
6yd on call	\$ 26.10	\$37.90
	-	
8YD FL COMM RENT	\$ 19.25	\$24.75
8YD FL DELIVERY	\$ 38.30	\$51.00
8YD FL 1XWK-TRASH REMOVAL	\$ 114.75	\$116.80
8YD FL 2XWK-TRASH REMOVAL	\$ 186.90	\$190.15
8YD FL 3XWK-TRASH REMOVAL	\$ 259.05	\$263.60
8YD FL 4XWK-TRASH REMOVAL	\$ 331.20	\$337.00
8YD FL 5XWK-TRASH REMOVAL	\$ 403.35	\$410.45
8YD FL EXTRA PICKUP	\$ 44.00	\$58.30
8yd Temp on call	\$ 44.00	\$58.30
8yd on call	\$ 44.00	\$58.30
4 8yd 1xwk- Trash Removal	\$ 459.00	\$467.05
4 8yd 2xwk- Trash Removal	\$ 747.60	\$760.60
	-	
<b>20- 30YD DUMPSTERS</b>	-	
20YD DELIVERY	\$ 64.51	\$87.30
20YD TEMP RENT	\$ 130.00	\$182.15
20YD COMM RENT PERM	\$ 76.50	\$128.90
20yd comm rent perm	\$ 76.50	\$128.90
20YD EMPTY & RETURN	\$ 160.00	\$218.55
20YD DUMP/RMV	\$ 160.00	\$218.55
	-	
25YD RENT PERM	\$ 86.50	\$128.90
25YD EMPTY & RETURN	\$ 160.00	\$218.55
	-	
30YD DELIVERY	\$ 64.51	\$87.30
30YD TEMP RENT-RENTAL	\$ 130.00	\$182.15
30YD COMM PERMANENT RENT	\$ 101.50	\$128.90
30YD 1X WEEK	\$ 573.57	\$627.75
30YD 2X WEEK	\$ 1,147.14	\$1,225.50
30YD EMPTY & RETURN	\$ 166.00	\$218.55
30YD DUMP/RMV-HAULING FEE	\$ 166.00	\$218.55
30YD TRIP FEE (RETURN TRIP)	\$ 65.00	\$86.10
	-	
<b>COMPACTORS</b>	-	
1.5yd compactor 1xwk- Hauling Fee	\$ 95.63	\$123.15

	-	
2YD COMPACTOR 1XW-HAULING FEE	\$ 131.10	\$165.35
2YD COMPACTOR HAULING FEE	\$ 37.56	\$47.40
2yd comp 2xwk- Hauling fee	\$ 243.60	\$330.70
	-	
3YD COMPACTOR 1XWK-HAULING FEE	\$ 195.05	\$245.80
3YD COMPACTOR-HAULING FEE	\$ 56.32	\$71.00
	-	
5YD COMPACTOR 1XWK	\$ 325.08	\$409.60
	-	
6YD COMPACTOR 2XWK	\$ 780.00	\$1,004.40
6yd Compactor 3XWK	\$ 1,066.02	\$1,506.55
	-	
4YD COMPACTOR 1XW-HAULING FEE	\$ 260.00	\$330.75
4YD COMPACTOR 2XW-HAULING FEE	\$ 520.00	\$661.50
4YD COMPACTOR 3XW-HAULING FEE	\$ 780.00	\$992.20
4YD COMPACTOR-HAULING FEE	\$ 75.08	\$96.15
	-	
15YD COMP HAUL	\$ 165.75	\$218.55
		\$722.70
15YD COMPACTOR 1XWK - HAULING FEE	\$ 573.56	
	-	
20YD COMPACTOR- HAULING FEE	\$ 220.80	\$284.10
20YD COMPACTOR 1XW- HAULING FEE	\$ 764.75	\$967.80
20YD COMPACTOR 2XW- HAULING FEE	\$ 1,529.50	\$1,935.55
20YD COMPACTOR 3XW-HAULING FEE	\$ 2,294.25	\$2,294.25
	-	
25YD COMP HAUL	\$ 276.00	\$354.50
25YD COMP 1XWK	\$ 955.95	\$1,204.50
	-	
30YD COMP HAUL	\$ 330.98	\$422.50
30Y COMPACTOR 1XWK-HAULING FEE	\$ 1,147.15	\$1,258.90
30Y COMPACTOR 3XWK-HAULING FEE	\$ 3,441.45	\$3,776.70
	-	
40Y COMPACTOR 1XWK-HAULING FEE	\$ 1,529.54	\$1,927.25
40Y COMPACTOR-HAULING FEE	\$ 441.30	\$575.50
	-	
<b>CLEANING &amp; SANITIZING</b>	-	
1YD CONTAINER	\$ 55.00	\$71.50
1.5 YD CONTAINER	\$ 60.00	\$78.95
2YD CONTAINER	\$ 60.00	\$78.95
3YD CONTAINER	\$ 65.00	\$84.50
4YD CONTAINER	\$ 70.00	\$92.20
6YD CONTAINER	\$ 85.00	\$113.40



8YD CONTAINER	-\$ 105.00	\$143.55
15YD CONTAINER	-\$ 190.00	\$247.00
20YD CONTAINER	-\$ 190.00	\$247.00
25YD CONTAINER	-\$ 205.00	\$266.50
30YD CONTAINER	-\$ 255.00	\$331.50
40YD CONTAINER	-\$ 305.00	\$396.50
	-	
<b>ALL SHORT TERM TEMP CONTAINERS SIZE 1YD TO 8YD</b>	-	
1YD THRU 8 YD DELIVERY	-\$ 41.75	\$56.75
1YD THRU 8 YD MONTHLY RENT	-\$ 41.75	\$56.75
1YD THUR 8YD PER HAUL	\$ 41.75	\$56.75
<b>MUST BE BILLED SEPARATELY THRU NSP ACCOUNT</b>		
96 GAL CLEANING FEE	-\$ 35.00	
-	-	
35 GAL REPLACEMENT TOTER	-\$ 100.00	
64 GAL REPLACEMENT TOTER	-\$ 100.00	
96 GAL REPLACEMENT TOTER	-\$ 100.00	

**STREET LIGHTING**

Fees:                                      \$3.46/Month (Effective April 1, 2024)  
   \$3.63/Month (Effective April 1, 2025)  
   \$3.80/Month (Effective April 1, 2026)

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**III. MUNICIPAL SERVICE:** The City does not have a fee for an amplified sound permit (referred to in the Code as “Sound Trucks/Loudspeakers”), so a new fee is being proposed at the same rate as a street encroachment permit fee. After the annual review of fees, it was noted that many of the City’s expenses, such as staffing and printing, have increased between 5% and 10%. In an effort to keep fees reasonable, while assisting with City expenses, Staff is recommending that certain fees related to licenses be increased by 5%. Please note that a full review of special event fees is still being conducted and will be brought forward independently. The State sets the maximum amount of fees that can charged for Beer/Wine/Liquor licenses and those have not previously been included in our list, which Staff felt would be appropriate to add for clarity. Additionally, we had old terminology used for Security Agents, so that language has been updated to reflect the current title of that license.

Staff recommends the creation of a City-wide Emergency Locate for Non-emergencies Fee of \$100.00 for each City Department involved in responding to such requests. Experience has demonstrated that some contractors will call in an “emergency” locate, to which many City Departments must respond immediately, only to find it is actually a non-emergency. Emergencies should be reserved for situations where there is an imminent risk to life, health, or property. Staff involved believes this fee is a fair solution to discourage non-emergency calls for emergency

locates. Departments involved in utility locates include Streets and Engineering, Water, Wastewater, and Municipal Services (IT division). This policy is designed to offset actual costs and ensure fair compensation as defined in Idaho law, while also discouraging misuse of emergency services. Pursuant to Idaho Code § 55-2205, owners of underground facilities are eligible for compensation when responding to excavation notices given less than two business days prior to the excavation.

**OUTDOOR EATING FACILITY**

Sidewalk Encroachment Permit      ~~\$125.00~~ 131.25

**SOUND TRUCKS/LOUDSPEAKER PERMIT:** \$100.00

**SPECIAL EVENTS/ STREET CLOSURES (Parades)**

<u>Category</u>	<u>Participants</u>	<u>Hours</u>	<u>Length</u>	<u>Fee</u>
High	Over 500	6+ hours	21+ blocks	<del>\$750.00</del> <u>787.50</u>
Medium	201 - 500	3 - 6 hours	12 - 20 blocks	<del>\$300.00</del> <u>315.00</u>
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure	<del>\$150.00</del> <u>157.50</u>
Farmers Market		Operates less than 3 hours		No Charge

**CHILDCARE/DAY CARE FACILITY**

Facility License  
     Less than 13 children                      ~~\$60.00~~ \$ 63.00  
     13 or more children                         ~~\$100.00~~ \$105.00  
 Athletic Club Facility License                ~~\$20.00~~ \$ 21.00  
 Individual License                                ~~\$10.00~~ \$ 10.50

**FOOD COURT LICENSE**

Food Court License:                             ~~\$603.00~~  
 Fire Inspection Fee                             ~~\$402.00~~  
 Food Court License Annual Renewal:      ~~\$502.050~~  
 (R 17-005)

**MOBILE VENDOR**

Mobile Vendor Permit:                         ~~\$1507.050~~  
 Fire Inspection Fee                             ~~\$804.00~~

**DETECTIVE AGENCY/~~MERCHANT POLICE~~SECURITY AGENT**

Detective Agency/~~Merchant Police Security~~ Agency \_\_\_\_\_ \$~~603.00~~  
 Detective/~~Merchant Police Security Agency Employee Individual~~ \_\_\_\_\_ \$~~301.050~~

**DRAIN LAYER**

Drain Layer Contractor \$~~457.0025~~  
 Drain Layer License \$~~256.0025~~

**HOME OCCUPATION**

Home Occupation Certificates \$~~502.050~~  
 Renewal Certificates \$~~256.0025~~

**KENNEL LICENSE**

Annual Kennel License Fee \$~~420.00~~

**MASSAGE THERAPY/FACILITY**

Massage Facility, New \$~~1206.00~~  
 Massage Facility, Renewal \$~~603.00~~  
 Fire Inspection Fee \$~~402.00~~

**PARKING PERMIT FOR CONSTRUCTION**

Construction vehicles only \$~~1415.00~~/day

**SAFE AND SANE FIREWORKS**

Firework Stand Permit \$~~1608.00~~/location plus \$100.00 security deposit  
 Reinspect Fee: \$~~402.00~~

**BEER/WINE/LIQUOR LICENSES**

<u>CATEGORY</u>	<u>FEE</u>
<u>Beer Only – cans, bottles, and draft (not consumed on premises)</u>	<u>\$50.00</u>
<u>Beer Only – cans, bottles, draft (consumed on premises)</u>	<u>\$200.00</u>
<u>Beer &amp; Wine (not consumed on premises)</u>	<u>\$250.00</u> <u>(\$50.00 beer, \$200.00 wine)</u>
<u>Beer &amp; Wine – cans, bottles, and draft (consumed on premises)</u>	<u>\$400.00</u> <u>(\$200.00 beer, \$200.00 wine)</u>
<u>Beer, Wine, &amp; Liquor</u>	<u>\$762.50 - \$962.50</u> <u>(75% of State license fee=\$562.50 +</u>

	\$200.00 for beer & \$200 for wine)
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**NON-EMERGENCY, EMERGENCY LOCATE FEE:** \$100.00 for each City Department involved in responding to such requests.

**IV. PARKS AND RECREATION:** Tennis court rental fees should be based on the recreation staff rate of \$40.00/hour. League fees are being raised to cover the cost of umpires. However, they are being increased at less than 5%.

**TENNIS COURT RENTAL:**

Tennis Court Rental \$~~3040~~.00 per hour/per court

**LEAGUE FEES:**

Leagues	Flat fees
Softball	
Men/Women	<del>\$745.00</del> <u>760.00</u>
Coed	<del>\$745.00</del> <u>760.00</u>
Church/Seniors/	
Fall Coed	<del>\$590.00</del> <u>605.00</u>
Fall Seniors	<del>\$590.00</del> <u>605.00</u>

**V. PLANNING:** The Planning Department is requesting fee increases based on rising operational and labor costs, the growing demands and complexities of the planning processes, and to account for time spent by multiple staff members reviewing the applications, meeting with applicants, preparing notices, staff reports, presentations, attending meetings, and preparing findings and agreements. Time spent on processing development requests takes away from staff's ability to work on special projects, long-range planning, code amendments, and reviewing building permits. Additionally, if planning fees are not increased, the General Fund and taxpayer dollars would subsidize the cost of development, rather than having growth pay for growth. Four new fees are being proposed as follows: Design Review approval extension, preparation of parking agreements, a fee for a Limited Design Planned Unit Development (\$1,800 as compared to the Planned Unit Development fee of \$2,400), and conducting a pre-annexation meeting. Additionally, Staff is proposing an increased civil penalty for operating a short-term rental (STR) without a permit, as discussed with the City Council in 2022. Lastly, Staff is proposing to reorder and rename some of the fees for ease of use.

The fee increases are based on an average of the fully loaded rates of staff members involved (\$75/hour) in processing the development applications and the average hours spent per each type of request. The proposed fee increases have been carefully benchmarked against comparable jurisdictions to ensure they remain reasonable and competitive.

**DESIGN REVIEW FEE**

Design Review Commission ~~Project Review~~ \$2,0700.00

Appeal of Design Review Commission Decisions	\$1,0500.00
Design Review Extension	\$350.00

**IN-LIEU OF PARKING FEES**

Downtown	\$10,000.00/ <del>parking space</del> *
Midtown	\$5,000.00*/ <del>parking space</del>

*\*Per parking stall*

**PARKING AGREEMENTS**

Shared Use Parking Agreement (Administrative)	\$400.00
Reciprocal Parking Agreement (City Council approval)	\$800.00

**SHORT-TERM RENTAL (STR) PERMITS**

<del>STR Violations/Civil Penalty for operating without a permit:</del>	<del>_____</del>
	\$1000.00

**ZONING & ANNEXATION ADMINISTRATION FEES**

Administrative and Appeal Hearings	\$ <del>1,0700.00</del>
Hearing Examiner	\$ <del>500.00</del> (base fee)
<del>+ Actual cost of outside consultant or \$150/hour if conducted by staff + Actual Cost of Outside Consultant or \$150.00/hour if Conducted by Staff</del>	
Planned Unit Development (PUD) Request	\$ <del>2,41,200.00</del> *
<i>*Includes Final Development Plan (FDP) review</i>	
Limited Design Planned Unit Development (LDPUD)	\$1,800.00
Planned Unit Development Amendment (PUD & LDPUD)	\$ <del>1,0700.00</del>
Special Use Permit Request	\$ <del>8700.00</del>
Special Use Permit Request for Cell Tower	\$ <del>3,0700.00</del> **
-+ Actual Cost of Outside Consultant	
<i>**Includes time, administrative, and overhead costs of city contracted consultant if needed to process application.</i>	
Special Use Permit Extension	\$350.00**
Variance Request	\$ <del>1,2700.00</del>
Zone Change	\$ <del>1,2000.00</del>
Pre-Annexation Meeting	\$350.00
Annexation Request	\$2,000.00***
Legal Preparation of Annexation Agreement/Development Agreement	\$800.00 (base fee)
<del>+ Actual Development Agreement labor costs, if needed</del>	
<del>Legal Preparation of Annexation Agreement/ \$ 800.00 Minimum Charge or Actual Development Agreements Labor Costs, Whichever is Greater</del>	
De-annexation Request	\$ <del>8700.00</del>
-+ Actual Cost of Surveyor Review***	

*\*\*\*Includes time for city contracted surveyor to verify map and legal description accuracy*

~~Mini Meeting Requested by Applicant~~ \_\_\_\_\_ \$ ~~350.00~~

~~\*Includes Final Development Plan~~

~~\*\*Includes time, administrative and overhead costs of city contracted consultant if needed to process application.~~

~~\*\*\*Includes time for city contracted surveyor to verify map and legal description accuracy.~~

**MAILING & PUBLICATION FEES**

~~Public Notice Mailings~~ \_\_\_\_\_ \$~~1.6.00~~ (per address)/mailing

~~Published Notices (billed to applicant)~~ \_\_\_\_\_ \$~~300.00~~

**OTHER FEES**

~~Re-inspect fee when site not prepared – inspection not cancelled~~ \_\_\_\_\_ \$~~50.00~~

~~(R-22-063, 19-058, 18-043, 17-005)~~

**SUBDIVISION FEES**

~~Preliminary Plat Preapplication Meeting~~ \_\_\_\_\_ \$~~350.00~~\*

~~\*Applies to all Formal, Short, & Condominium plats~~

~~Preliminary Formal Subdivision Request~~ \_\_\_\_\_ \$~~2,000.00~~\*\*

~~+ \$100.00 per lot for each: lot, tract, or similar over 5~~

~~\*\*Formal Subdivision: 5 or more lots, tracts, parcels, or sites~~

~~Preliminary Short Subdivision~~ \_\_\_\_\_ \$~~1,000.00~~\*\*\*

~~\*\*\*4 or less lots, tracts, parcels, or sites~~

~~Condominium Plat~~ \_\_\_\_\_ \$~~1,000.00~~Subdivision

~~Request~~ \_\_\_\_\_ \$~~2,000.00~~+~~\$50.00/Lot for 5+ lots~~

~~Subdivision Pre-Application Meeting~~ \_\_\_\_\_ \$ ~~200.00~~

~~Subdivision Time Extension (Formal, Short, or Condominium)~~ \_\_\_\_\_ \$~~3250.00~~

~~Hearing Examiner when used~~ \_\_\_\_\_ \$~~500.00~~ (bBase fee)

~~+ Actual cost of outside consultant or \$150/hour if conducted by staff~~

~~-Fee + Actual Cost of Outside Consultant or \$150.00/hour if Conducted by Staff.~~

~~Minor Short Plat Request (minor subdiv. = 1-4 lots)~~

~~\$1,000.00 Project Review Meeting~~ \_\_\_\_\_ \$

~~350.00~~

**OTHER FEES**

~~Project Review Meeting~~ \_\_\_\_\_ \$~~350.00~~

~~Mini Meeting Requested by Applicant~~ \_\_\_\_\_ \$~~350.00~~

~~Re-inspect fee when site not prepared – inspection not cancelled~~ \_\_\_\_\_ \$~~75.00~~

**VI. STREETS AND ENGINEERING:** Requests to “park” items temporarily within the street right-of-way have become more frequent and Staff currently has no method to allow and/or charge appropriate fees. Based on best practices, Staff is proposing a fee structure that will consider the time needed for an obstruction, the area’s congestion, violation fees, and the existence of historic landmarks, with the fee waived for the moving of a building which is a historic landmark, or a contributing building located within an historic district. Additionally, with high rises becoming more prevalent with zero setbacks and very little nearby vacant land available, construction staging in the City right-of-way is becoming more common. Charging encroachment fees based on square footage of right-of-way obstructed for the duration of obstruction incentivizes developers and contractors to minimize the amount of right-of-way obstructed and the time it is obstructed.

**EXCAVATION/ENCROACHMENT PERMITS**

<del>Encroachment (basic work within alley or street right-of-way)</del>	<del>\$50.00</del>
<del>Encroachment with traffic obstructions</del>	<del>\$100.00 Minimum*</del>
<del>Encroachment with Street Cut</del>	<del>\$200.00 Minimum*</del>

**Encroachment with excavation in public right-of-way:**

a. the first three working days:	<u>\$100.00</u>
b. each additional three-working-day period:	<u>\$40.00</u>

**Encroachment with no excavation:**

a. the first three days:	<u>\$25.00/day</u>
b. each additional three-day period:	<u>\$40.00</u>

**Temporary Obstructions:**

Moving a building within public right-of-way:	<u>\$100.00</u>
Dumpster or temporary storage unit:	<u>\$100.00/15 days</u>
Long-term encroachment in downtown or congested area:	<u>\$0.20/sf/month</u>

**Civil Penalties:**

Working without a permit or failure to give notice:	<u>\$500.00</u>
Working beyond the scope of a permit:	<u>\$250.00</u>

~~NOTE: In the event a right-of-way excavation or encroachment permit would require more than one fee as set forth above, the fee shall be the total of all fees specified. Except in the situation where both an encroachment permit for a sewer connection and a plumbing inspection of the sewer is require for new home construction, the only fee will be in the amount of the plumbing inspection fee.~~

**VII. WATER:** Fees have been adjusted to reflect actual costs. Some increases are less than 5%, but are included as a method of tracking the fees. Other increases are based on staffing costs. A new fee for a fill station delinquent usages charge is recommended as the Department is experiencing many more hours to cancel this service. For example, if a contractor/user is delinquent in paying the bill for use of permanent bulk water fill stations, an employee must travel

to all five of the Water Department’s permanent fill stations around the City to deactivate the fill station pin numbers with a laptop computer. This process is to ensure that delinquent accounts are not able to continue using the fill stations. Total time to deactivate and reactive fill station pin numbers, as well office staff’s time to process paperwork, is estimated at 4 hours for each account which would be billed to customers at time of reactivation. Employee time will be billed a rate of \$47/hr. The access code reactivation fee total amount for a delinquent account would be \$188.00. The following rate increases are 2.5% or rounded up to the nearest dollar: Water Meter Rates, Water Volume Rates, Cap Fees, Fire Line Rates, and Fire Line Cap Fees. These increases are based on the increase in pumping, maintenance, labor, transportation and fuel costs across the board.

**CALL OUT WATER SERVICES**

**CALL OUT WATER SERVICES**

Normal Working Hours:

Special Meter Reading ~~\$31.00~~ \$33.00

Emergency Turn On/Off for Customer Service Line Repairs ~~\$42.00~~ No Charge

**DELINQUENT UTILITY CHARGES**

Reconnection Fee – Off Hours	<del>\$84.00</del> <u>88.00</u>
Tag Fee	<del>\$31.00</del> <u>33.00</u>
Overdue Backflow Assembly Test Tag Fees	<del>\$31.00</del> <u>33.00</u>
Shut Off Fee	<del>\$31.00</del> <u>33.00</u>

**BULK WATER USE FEES**

Water Drawn from Permanent Stations	\$ <del>1.35</del> <u>1.40</u> /1,000 gallons
<u>Access Code Re-activation Fee for Delinquent Account</u>	<u>\$ 188.00</u>
Water Drawn from Portable Station	\$ <del>1.00</del> <u>1.05</u> /1,000 gallons
3 <sup>rd</sup> and Subsequent Requests to Move Portable Stations	\$ <del>42.00</del> <u>47.00</u>

**IMPROPER OPERATION OF WATER FACILITIES FEE** (unauthorized operation of water infrastructure control devices including but not limited to: meter shut off valves, water main valves, or fire hydrants)

- First offence: Verbal Warning
- Second offence: ~~\$50.00~~ 53.00
- Third offence: ~~\$500.00~~ 525.00 and a complaint to IBOL

SCHEDULE 1		
METERED RATES		
Meter Size	Current Fee	<u>Proposed for May 8, 2024</u>
3/4"	<del>\$10.08</del>	<u>\$10.33</u>
1"	<del>\$11.11</del>	<u>\$11.39</u>



1-1/2"	\$12.43	\$12.74
2"	\$16.17	\$16.57
3"	\$43.58	\$44.67
4"	\$53.77	\$55.11
6"	\$77.47	\$79.41
8"	\$104.57	\$107.18
10"	\$135.04	\$138.42

VOLUME RATES (\$/1,000 GALLONS)		
Class	Current	Proposed for May 8, 2024
Residential (0-30 Kgals)	\$1.09	\$1.12
Residential (31-50 Kgals)	\$1.57	\$1.61
Residential (Over 50 Kgals)	\$2.14	\$2.19
Non-Residential Low (0-50 Kgals)	\$0.92	\$0.94
Non-Residential Low (Over 50 Kgals)	\$1.91	\$1.96
Non-Residential High	\$0.97	\$0.99
Irrigation (0-200 Kgals)	\$1.29	\$1.32
Irrigation (201-400 Kgals)	\$1.74	\$1.78
Irrigation (Over 400 Kgals)	\$2.14	\$2.19

SCHEDULE 2 WATER CAPITALIZATION FEES		
CAPITALIZATION FEE SCHEDULE		
	Current	Proposed for May 8, 2024
Cap Fees Fees		-
Meter Size:		-
3/4"	\$3,348	\$3,432
1"	\$5,593	\$5,733
Service Size:		
Existing Only 1-1/2"	\$11,150.00	\$11,429
2"	\$17,847	\$18,294
Existing Only 3"	\$35,728	\$36,622
4"	\$55,820	\$57,216
6"	\$111,604	\$114,365
8"	\$178,575	\$183,040
10"	\$256,727	\$263,146

**PRIVATE FIRE LINE RATES**

Monthly Rates:

For unmetered service through a separate line for firefighting purposes:

<u>SERVICE SIZE</u>	<u>MONTHLY RATE</u>
1.5" or smaller	<del>\$6.60</del> \$6.77
2"	<del>\$6.60</del> \$6.77
3"	<del>\$6.60</del> \$6.77
4"	<del>\$8.80</del> \$9.02
6"	<del>\$13.17</del> \$13.50
8"	<del>\$17.57</del> \$18.01
10"	<del>\$21.95</del> \$22.50
12"	<del>\$26.39</del> \$27.05

**PRIVATE FIRE LINES CAPITALIZATION FEES**

For unmetered service through a separate line for firefighting purposes, the following cap fees shall apply:

<u>SERVICE SIZE</u>	<u>CAPITALIZATION FEE</u>
3 or smaller	<del>\$484</del> \$497
4"	<del>\$968</del> \$993
6 "	<del>\$1,936</del> \$1,985
8"	<del>\$2,903</del> \$2,976
10"	<del>\$4,839</del> \$4960
12"	<del>\$6,049</del> \$6,201

**SCHEDULE 3**

**WATER HOOKUP FEES (Only Due if City Installs Service)**

(Labor & Materials)

Standard service hookup fee schedule (by size) completes from main to adjoining property line, including meter, meter box, and setting:

<u>METER SIZE</u>	<u>HOOKUP FEE</u>	<u>ASPHALT CUT</u>
1" or less	<del>\$2895.00</del> \$6,066.00	<del>\$1000.00</del> \$1050.00
2" or less	<del>\$6220.00</del> \$11,852.00	<del>\$1000.00</del> \$1050.00

~~Radio-read Endpoint Fee= \$179.00~~ 188.00 for all services (whether city installed or not).

**FINANCIAL:** The fees will cover City costs; no net revenue is projected.

**DECISION POINT/RECOMMENDATION:** Council should approve fee amendments as proposed for the Administration, Finance, Municipal Services, Parks and Recreation, Planning, Streets and Engineering, and Water Departments.



1

# Fee Increases

Pursuant to Idaho Code 63-1311A: New fees and increases in excess of 5% must be approved by a Resolution and a Public Hearing.

A smaller version of the City of Coeur d'Alene logo is located in the bottom right corner of the slide. It includes the same sun, mountains, and trees graphic, along with the text "City of Coeur d'Alene IDAHO". The slide background is consistent with the first slide, featuring a dark blue gradient and abstract geometric shapes.

2

## ADMINISTRATION

- ▶ Fees being proposed relate to parking. The Parking Commission expressed no concerns.
- ▶ A review of area cities parking penalties found penalties ranging from \$20.00 to \$150.00. Civil penalties are recommended to be \$40.00 (with a first offense in paid parking lots as a courtesy) and a \$50.00 per day mooring violation - equal to the proposed moorage daily fee.
- ▶ Staff reviewed current parking fees, they recommended increases to parking fees based on the location/demand, which resulted in some fees being increased more than others. Some lots do not specifically state that a monthly parking pass is available - added to provide clarity.



3

## FINANCE

- ▶ Proposed increase to all garbage rates. Rates have only increased 2 times in twenty year, the last being June 2014. The City contracted with Coeur d'Alene Garbage in July 2016. This contract provided substantial savings which has allowed the City to keep garbage rates at the 2014 level for the last 10 years. The contract with Coeur d'Alene Garbage allows for an increase to the cost to the City at a maximum of 2.75% each year depending on the producer price index. Because of these yearly increases to the City over the last 8 years, the City now needs to raise rates to their customers.
- ▶ Residential rates are proposed to increase 5.2%, while commercial rate may increase 25%; however, a majority of these rates are not charged every month and involve very few customers.
- ▶ Proposed 5% annual increase to street lighting fees over the next two years.



4

## MUNICIPAL SERVICES

- ▶ The City does not have a fee for an amplified sound permit (referred to by code as “Sound Trucks/Loudspeakers”), so a new fee is being proposed at the same rate as an encroachment permit fee. After the annual review of fees, it was noted that many of the City’s expenses have increased between 5% and 10%, such as staffing and printing. In an effort to keep fees reasonable but assisting with City expenses, staff is recommending that certain fees related to licenses be increased by 5%.
- ▶ Several clarifications are included, such as Beer/Wine/Liquor licenses (maximum fees set by the state) and wording change to Security Agent Licenses.
- ▶ Creation of a City-wide Emergency Locate Fee for Non-emergencies, of \$100.00 for each City Department involved in responding to such requests. This involves the Streets and Engineering, Water, Wastewater, and Municipal Services (IT division).



5

## PARKS AND RECREATION

- ▶ Tennis court rental fees should be based on recreation staff rate of \$40.00/hour. League fees are being raised to cover the cost of umpires; however, they are being increased at less than 5%.



6

## PLANNING

- ▶ Many fees are proposed for increases based on rising operational and labor costs, the growing demands, and complexities of our planning processes, and to account for time spent by multiple staff members reviewing the applications, meeting with applicants, preparing notices, staff reports, presentations, attending meetings, and preparing findings and agreements. Time spent on processing development requests takes away from staff's ability to work on special projects, long-range planning, code amendments, and reviewing building permits
- ▶ Short-Term Rental civil penalties for non-permitted STR's is being proposed as \$1,000.
- ▶ Clarification, reorganization, and renaming of some fees is included.
- ▶ The fee increases are based on an average of the fully loaded rates of staff members involved (\$75/hour) in processing the development applications and the average hours spent per each type of request. The proposed fee increases have been carefully benchmarked against comparable jurisdictions to ensure they remain reasonable and competitive.



7

## STREETS AND ENGINEERING

- ▶ Requests to “park” items temporarily within the street right-of-way have become more frequent and staff has no method to allow and/or charge appropriate fees. Based on best practices, staff is proposing a fee structure that will consider the time needed for an obstruction, the area's congestion, violation fees, and the existence of historic landmarks, with the fee waived for the moving of a building which is a historic landmark, or a contributing building located within an historic district. Charging encroachment fees based on square footage of right-of-way obstructed for the duration of obstruction incentivizes developers and contractors to minimize the amount of right-of-way obstructed and the time it is obstructed.



8

## WATER

- ▶ Fees have been adjusted to reflect actual costs. Some increases are less than 5%, but are reflected as a method of tracking the fees. Other increases are based on staffing costs. A new fee for a fill station delinquent usages charge is recommended as the Department is experiencing many more hours to cancel this service. Total time to deactivate and reactive fill station pin numbers, as well office staff's time to process paperwork, is estimated at 4 hours for each account which would be billed to customers at time of reactivation. Employee time will be billed a rate of \$47/hr.
- ▶ The following rate increases are 2.5% or rounded up to the nearest dollar: Water Meter Rates, Water Volume Rates, Cap Fees, Fire Line Rates, and Fire Line Cap Fees. These increases are based on the increase in pumping, maintenance, labor, transportation and fuel costs across the board.



9

## DECISION POINT

- ▶ To provide feedback to staff and recommend forwarding to Council for a public hearing on May 7, 2024.



10



**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**DATE:** APRIL 22, 2024  
**FROM:** CHRIS BOSLEY – CITY ENGINEER  
**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH HMH, LLC, FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE RECTANGULAR RAPID FLASHING BEACON PROJECT

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**DECISION POINT:** Should Council approve a Professional Services Agreement with HMH, LLC, for Construction Engineering and Inspection Services for the Rectangular Rapid Flashing Beacons Project?

**HISTORY:** In January 2020, City Council approved an application for a Federal grant, administered by the Local Highway Technical Assistance Council (LHTAC) to provide pedestrian safety improvements. The City was awarded the grant in April 2020 which will fund pedestrian safety improvements and ADA compliance at several needed locations throughout the City. Design was completed in 2022 and plans were advertised for bidding by LHTAC. Selland Construction was awarded the contract. HMH Engineering was selected through the Request for Qualifications process to provide Construction Engineering and Inspection Services for the Project.

**FINANCIAL ANALYSIS:** The City’s estimated match requirement for the LHSIP grant is \$63,564. \$45,000 in funding has been included in the Streets & Engineering budget, with the remainder to come from impact fees. The resulting Project will provide approximately \$698,000 in pedestrian safety improvements in Coeur d’Alene.

**PERFORMANCE ANALYSIS:** Approval of this agreement is required to manage this construction project.

**DECISION POINT/RECOMMENDATION:** Council should approve the Professional Services Agreement with HMH, LLC, for Construction Engineering and Inspection Services for the Rectangular Rapid Flashing Beacons Project.

# ***FY 2022 LHSIP Grant Application***



City of  
**Coeur d'Alene**  
IDAHO

***January 7, 2020***

1

# ***FY 2022 LHSIP Grant Application***

## **Local Highway Safety Improvement Program**

- Scoring based on Benefit-Cost Ratio
- Aimed at reducing Fatal or Serious Injury Type A Crashes
- 7.34% Local Match Requirement
- Rectangular Rapid Flashing Beacons provide best Benefit-Cost Ratio

**LHSIP**

**Local Highway Safety Improvement Program: LHSIP FY22 Application**

Idaho Local Highway Jurisdictions  
Submission Deadline: January 16, 2020 4:30 p.m. MST

**S**  
LHSIP

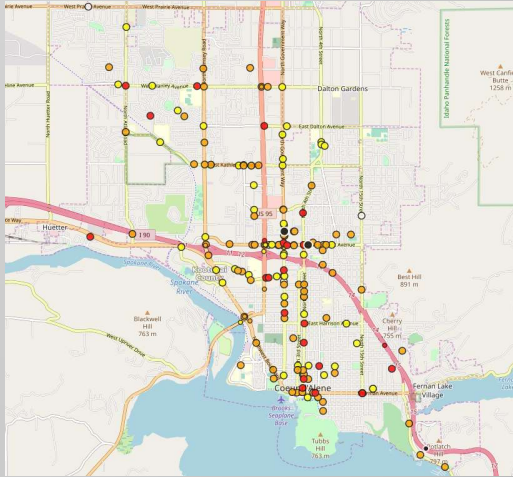
Local Highway Technical Assistance Council  
2330 Grace Street  
Boise, Idaho 83703  
208-344-6565 | 1-800-259-6841  
Fax 208-344-0789  
[www.lhtac.org](http://www.lhtac.org)

2

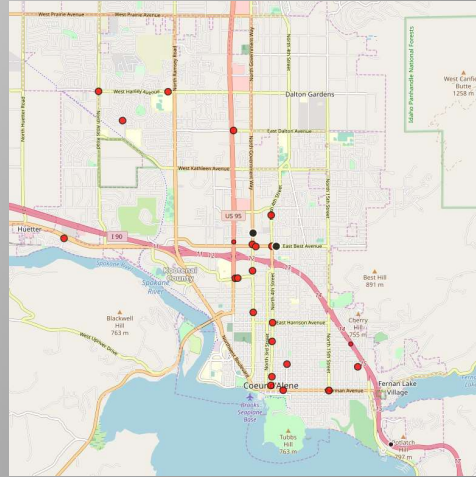
# FY 2022 LHSIP Grant Application

## 5-Yr Crash Data

Pedestrian & Bicycle



Type A & Fatal



3

# FY 2022 LHSIP Grant Application

## Rectangular Rapid Flashing Beacons



4

***Proposed Locations***

**Hanley Ave & Madellaine Dr**



5

***Proposed Locations***

**Bosanko Ave & Howard St**



6



## ***Proposed Locations***

### **Riverstone Drive: 3 Locations**



**Centennial Trail Crossing**



**Near Bardenay**



**Beebe Boulevard**

7

## ***Proposed Locations***

### **Best Ave & 6<sup>th</sup> St**



8

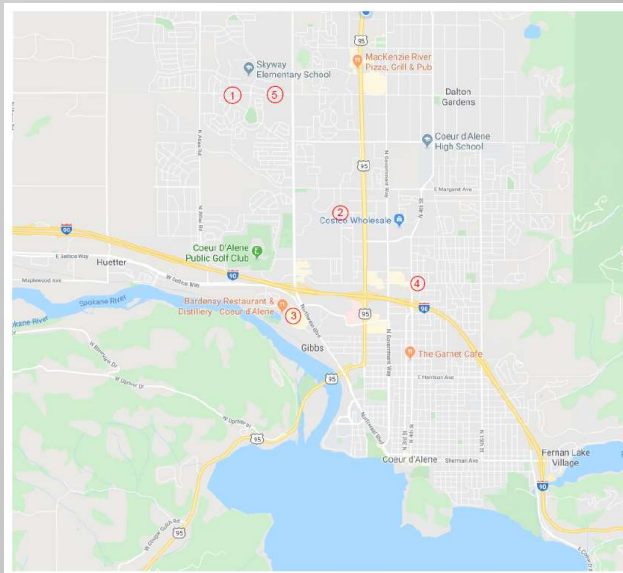
## *Proposed Locations*

### **Hanley Ave @ Lake City High School**



9

## *Proposed Locations*



Proposed RRFB Locations:

1. Hanley Ave. & Madellaine Dr.
2. Howard St. & Bonsanko
3. Riverstone - 3 Locations
4. Best Ave. & 5th St.
5. Hanley Ave. & Hickory Dr.

10

**Idaho Transportation Department**  
**Local Professional Services Agreement**

Agreement #: 96861

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF COEUR D'ALENE, whose address is 710 E. MULLAN AVENUE Coeur d'Alene, ID 83814, hereinafter called the "Sponsor," and HMH, LLC, whose address is 3882 N. Schreiber Way, Ste 104, , Coeur d'Alene, ID, 83815, hereinafter called the "Consultant."

**RATIFICATION**

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

**NOW, THEREFORE**, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

<b>Project Name</b>	<b>Project #</b>	<b>Key #</b>
LOCAL, RECTANGULAR RAPID FLASHING BEACONS, CDA	A022(874)	22874

**SUBCONSULTANTS**

The State approves the Consultant's utilization of the following Subconsultants:

N/A

**AGREEMENT ADMINISTRATOR**

This Agreement shall be administered by Jayme Coonce, Resident Engineer, LHTAC; (208) 344-0565; or an authorized representative.

**DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**A. DESCRIPTION OF WORK**

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

**DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE**

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

**TIME AND NOTICE TO PROCEED**

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **12/31/2024**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

**BASIS OF PAYMENT**

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **\$100,785.00**

2. Additional Services Amount: **\$0.00**

3. Total Agreement Amount: **\$100,785.00**

C. Fixed Fee Amount: **\$9,132.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

HMH, LLC      131.63%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Non-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated. In no case will rates be adjusted more than once per agreement year.

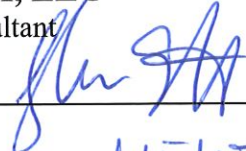
F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,785.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands on the day and year in this Agreement first written above.

**HMH, LLC**

Consultant

By:  SHAWN METTS

Title: MEMBER

**CITY OF COEUR D'ALENE**

Local Sponsor

By: \_\_\_\_\_

Title: \_\_\_\_\_

**IDAHO TRANSPORTATION  
DEPARTMENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_



## ATTACHMENT NO. 1A

### CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

#### I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance,

Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

## II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

## III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

## IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

## V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

## **VI. DIRECT COST**

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

## **VII. PROFESSIONAL SERVICES AUTHORIZATION**

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

## **VIII. MONTHLY PROGRESS REPORT**

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

## IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

### Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

### Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed\_Fee.

### Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage

payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

## **X. MISCELLANEOUS PROVISIONS**

### **1. COVENANT AGAINST CONTINGENT FEES**

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

### **2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR**

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

### **3. CHANGES IN WORK**

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

### **4. DELAYS AND EXTENSIONS**

- a. Extensions of time may be granted for the following reasons:
  - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
  - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
  - i. Underestimating complexity of work.
  - ii. Redoing work rejected by the State.

### **5. TERMINATION**

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

## **6. DISPUTES**

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

## **7. ACCEPTANCE OF WORK**

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

#### **8. OWNERSHIP OF DOCUMENTS**

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

#### **9. INDEMNITY**

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

#### **10. INSURANCE**

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.



Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

**11. LEGAL COMPLIANCE**

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

**12. SUBLETTING**

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

**13. PERMITS AND LICENSES**

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

**14. PATENTS**

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

**15. NON-DISCRIMINATION ASSURANCES**

**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 will 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).

#### **16. INSPECTION OF COST RECORDS**

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

#### **17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NOTE:** Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

## 18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

**19. EMPLOYEE ELIGIBILITY**

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**Scope of Services for  
Construction Engineering & Inspection (CE&I) Services**

**Project No.:** A022(874)

**Project Name:** Rectangular Rapid Flashing Beacons, CDA

**Key No.:** 22874

**Date:** January, 16 2024

This scope of work is to provide Construction Engineering & Inspection (CE&I) services to include contract administration, inspection, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer and the City of Coeur d'Alene (CITY), for construction of Rectangular Rapid Flashing Beacons, CDA in Kootenai County, Idaho. HMH Engineering (CONSULTANT) will provide the LHTAC with experienced administration and inspection. Through this contract, CONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project for acceptance by the City, the LHTAC, the ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of those activities necessary to administer the contract.
  - 1.1 **Submittal Log & Minimum Testing Requirements (MTR's)** – CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing samples and reporting results.
    - i. Minimum Testing Requirements (MTR's) will be prepared for review and approval of the LHTAC Resident Engineer.
  - 1.2 **Pre-construction Conference** – CONSULTANT will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

    - i. Coordination of meeting with CITY, the LHTAC, Utilities, Contractor, and other applicable parties.
    - ii. Prepare and distribute meeting minutes.
  - 1.3 **Labor Compliance** – The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

- i. Maintain filing system for certified payrolls and EEO compliance reports. Conduct labor interviews (ITD 2014) and DBE interviews (ITD 1701) and notify contractors on incorrect classification, pay scales, etc.
- ii. Maintain records in compliance with Title VI requirements.

- 1.4 Civil Rights Compliance – CONSULTANT and Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.

Performance Assumptions:

- i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.

- 1.5 Filing & Records Verification – All project files will be posted to ProjectWise and maintained on a weekly basis. Copies of important or requested information will be readily available to the LHTAC Resident Engineer on ProjectWise. An on-going process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system electronically using ProjectWise.
- ii. Address periodic review comments.
- iii. Maintain all correspondence documents electronically. Do not submit hard copy correspondence to the LHTAC.
- iv. Post contract items to MSR- CONSULTANT will post the method of acceptance for each contract item to the MSR.
- v. Post Project Construction Entries – CONSULTANT will create project pay estimates from field diaries and pay item documents using ITD forms, and check pay item quantities against MSRs to assure quantities posted have appropriate certifications and test reports.

- 1.6 Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities and justification for each bid item payment with a summary sheet showing the amounts to be paid.

Performance Assumptions:

- i. Prepare bi-weekly or monthly pay estimate packages.
- ii. Prepare monthly project budget projections.
- iii. ITD 2242 Time Accounting form will be provided monthly with pay estimate development.

- 1.7 Materials Certifications – Certifications and quality control test results, as required by bid item, will be requested for all materials incorporated into the project. Certifications and quality control test results will be reviewed prior to entry into ProjectWise. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

- 1.8 Contract Changes – Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident

Engineer.

- 1.9 Weekly Progress Meetings – Weekly/Periodic progress meetings will be held on site or at an otherwise Engineer approved location.

Performance Assumptions:

- i. Both the CONSULTANT, Project Manager, and Lead Inspector will attend weekly/periodic progress meetings and prepare minutes for distribution and review.

- 1.10 Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. Lab tests for materials will be listed individually and will match test descriptions provided in the labor estimate. CONSULTANT will formally notify the Agreement Administrator upon reaching 85% of the expended contract amount.

- 1.11 Change Orders – CONSULTANT will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer. Once all necessary documentation has been received by the CONSULTANT, Change Order preparation time through signature by the LHTAC assigned authority must not exceed three (3) calendar weeks after being approved by the Contractor.

Performance Assumptions:

- i. CONSULTANT will consult with the LHTAC Resident Engineer and in coordination with other assigned LHTAC personnel and prepare documents necessary to complete the change order process.
- ii. CONSULTANT will assist the LHTAC Resident Engineer and the CITY in preparing for any litigation or other action that may arise. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
- iii. For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing actual cost of such work. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.

- 1.12 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer.

Performance Assumptions:

- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
- ii. CPM Review – The contractor's CPM will be reviewed to ensure that activity dates are correctly recorded for accuracy.
- iii. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that affect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
- iv. Shop Drawings - CONSULTANT will review and approve shop drawings. CONSULTANT will



- notify LHTAC and the CITY when these are transmitted.
- v. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the LHTAC with the LHTAC Resident Engineer.

- 1.13 Public Relations – CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor, the LHTAC Resident Engineer, and the CITY for appropriate action. Prepare relevant project information including schedule and list of contacts to be provided to first responders. Records of contacts and responses will be maintained.
2. **Survey Control** – Not included in this scope.
3. **Project Inspection** – Inspection will be performed by CONSULTANT with qualified and certified inspection staff. A spreadsheet with qualifications and certifications will be prepared and maintained to ensure full compliance with the ITD, WAQTC, and IQP requirements. Lead inspector is anticipated to be onsite a minimum of 70% of contractor working hours.
- 3.1 Inspector Diaries – Daily reports on ITD approved forms will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions or identified change orders, changed conditions, daily activities, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. A record of the Contractor's personnel and craft, equipment utilized on site and hours of operation will be included in all daily reports. Project files and daily diaries will be maintained, and copies will be uploaded to ProjectWise on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
- 3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies observed in the work of the Contractor will be identified and documented with recommendations reported to the Engineer.
- 3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the Contractor.
- 3.4 Environmental & Erosion Control Monitoring – CONSULTANT will provide a certified inspector to observe compliance with permits and approved Pollution Prevention Plan (PPP). CONSULTANT will participate in joint inspections with the Contractor's WPCM for compliance with the PPP. This scope includes one inspection per week.

**Performance Assumptions:**

- i. For PPP projects – The CONSULTANT will provide a certified inspector, who has at a minimum the SEEP qualifications, who will ensure compliance with all permits and storm water plans.
- ii.
- iii. Weekly monitoring reports will be prepared and filed in the project office. Formal notification if personnel are changed or expiration of the needed certifications occurs will be required.

- iv. Attendance at the weekly meeting is not included by the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits, only the ITD 2786 or 2802 inspection record. Daily diaries will be completed by the assigned project inspector.
4. **Materials Sampling & Testing** – CONSULTANT will provide materials sampling & testing services as required by ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.
- 4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer (including verification sampling). Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract special provisions. CONSULTANT will meet the minimum sampling frequencies per the MTR's as presented by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies. CONSULTANT will provide daily monitoring of the Contractor's Quality Control activities at the project site.
  - 4.2 Acceptability of "or-equal" Products – CONSULTANT will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.
5. **Record Drawings & Project Close-Out** – CONSULTANT will track changes and deviations from the plans and review As-Built drawings as submitted by the Contractor. At the completion of the project, marked drawings will be submitted to the LHTAC for preparation of the record drawings. At project close-out, all records will be finalized and quantity calculations verified. A final package of records will be submitted to the LHTAC Resident Engineer for review and acceptance.
- 5.1 Verify all necessary documents have been received for submission of contractor's affidavit of payment.
  - 5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
  - 5.3 CONSULTANT will participate in one (1) inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the CITY, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. If there are no objections from the CITY, CONSULTANT will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the Contractor.
  - 5.4 CONSULTANT will participate in one (1) final inspection, to include representatives from the CITY and the LHTAC, to determine if the completed work by the contractor is acceptable so that CONSULTANT and the LHTAC may recommend in writing, final payment to the Contractor.

CONSULTANT will also provide notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.

- 5.5 Full and final project documentation in ProjectWise must be completed no later than 30 days after the project work completion date. All documentation identified as "punch list" items which have been requested and not received due to Contractor lack of response are not subject to this timeframe.

**Key Understandings** - It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by CONSULTANT and all work will be under the supervision of the LHTAC Resident Engineer or his assigned representative.

**Project Schedule** - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. It is anticipated that CONSULTANT will be engaged in CE&I services from April 2024 through end of December 2024.

**Professional Service Fee** - CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expended to complete the project in accordance with the provisions of the LHTAC Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities.

**CONSULTANT**  
**PROJECT NAME**  
**PROJECT NUMBER**  
**KEY NUMBER**

HMH Engineering  
 Rectangular Rapid Flashing Beacons, CDA  
 A022(874)  
 22874

**A. SUMMARY ESTIMATED MAN-DAY COSTS**

	Man-Days	=	Man-Hours	@	Raw Hrly Rate*	=	Raw Labor Cost
1 Justin Shaw, P.E.	18.3	=	146	@	\$64.00	=	\$ 9,344.00
2 Greg Mills	74.3	=	594	@	\$45.00	=	\$ 26,730.00
3 John Roletto	3.8	=	30	@	\$32.00	=	\$ 960.00
4 Nate Mckinley	1.0	=	8	@	\$54.00	=	\$ 432.00
5 Randy Williams	5.6	=	45	@	\$35.00	=	\$ 1,575.00
6 Irlene Hanson	1.3	=	10	@	\$38.00	=	\$ 380.00
<b>TOTAL RAW LABOR COST</b>						<b>=</b>	<b>\$ 39,421.00</b>

**B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD\*\***

Total Raw Labor Cost	\$ 39,421.00	X	Approved Overhead Rate	131.63%	=	\$51,889.86
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**C. NET FEE\*\*\***

Total Raw Labor & Overhead	\$91,310.86	X	Net Fee	10.0%	=	\$9,131.09
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**D. FCCM\*\***

Total Raw Labor Cost	\$ 39,421.00	X	Approved FCCM Rate	0.70%	=	\$275.95
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**TOTAL LABOR \$ 100,717.90**

**F. OUT-OF-POCKET EXPENSE SUMMARY\*\*\*\***

	Estimated Amount	@	Unit Cost	=	Estimated Expense
1 Mileage (miles) 40 trips @ 2.5M	100	@	\$ 0.670	=	\$ 67.00
2 Lodging (Days)	0	@	\$ 98.00	=	-
3 Meals (Days)	0	@	\$ 59.00	=	-
<b>TOTAL ESTIMATED EXPENSE</b>					<b>= \$ 67.00</b>

**TOTAL = \$100,784.90**

\* Overtime costs will include only the additional 1/2 time compensation to the employee.

\*\* As per our Approved ITD Overhead Rate Letter.

\*\*\* Calculated from the ITD Fee Matrix.

\*\*\*\* Not to Exceed the "FEDERAL PER DIEM RATES FOR IDAHO"

Project Name:	Rectangular Rapid Flashing Beacons, CDA								
Project Number:	A022(874)								
Key No:	22874								
Prepared By:	Justin Shaw								
		HMH							
		Justin Shaw, P.E.	Greg Mills	John Roletto	Nate Mckinley	Randy Williams	Irlene Hanson	Riley Eades	TOTAL HRS
TASK	Project Name	Project Manager	Lead Inspector	Materials Tech	Testing Coord.	Doc. Controller	Lab Tech	Surveyor	
1	Construction Administration	74	214	0	0	35	0	0	323
1.1	Submittal Log & MTRs	4	16						20
1.2	Pre-Construction Conference	3	3						6
1.3	Labor Compliance	8				15			23
1.4	Civil Rights Compliance	3	3						6
1.5	Filing & Records Verification	8	110						118
1.6	Progress Estimate Preparation	10	20			10			40
1.7	Materials Certifications	2	20			10			32
1.8	Contract Changes	4							4
1.9	Weekly Progress Meetings	4	22						26
1.10	Monthly Invoicing	12							12
1.11	Change Orders	4							4
1.12	Contract Submittal Review	8	20						28
1.13	Public Relations	4							4
2	Survey Control	0	0	0	0	0	0	0	0
2.1	T&M							0	0
3	Project Inspection	40	300	10	0	0	0	0	350
3.1	Inspector Diaries			10					350
3.2	Identify & Recommend Corrections								0
3.3	Pay Quantity Collection	40	300						0
3.4	Environmental & Erosion Control Monitoring								0
4	Materials Sampling & Testing	0	0	20	8	0	10	0	38
4.1	QA & Verification Sampling & Testing			20	8		10		38
4.2	Acceptability of "of-equal" Products								0
5	Record Drawings & Project Close-Out	32	80	0	0	10	0	0	122
5.1	Full Project Files Audit & Closeout	32	80			10			122
	<b>TOTAL HOURS</b>	146	594	30	8	45	10	0	833

# 2024 LHTAC Schedule of Fees-Construction Materials Testing

**HMH Engineering**

## SOIL & AGGREGATE TESTING

Test Method Designation	Trade Name	Unit Price: \$
AASHTO T 99 Moisture-Density Relations of Soils Using a 5.5 lb Rammer and 12" Drop (5pt)	Standard Proctor	\$ 283.29
AASHTO T 180 Moisture-Density Relations of Soils Using a 10 lb Rammer and 18" Drop	Modified Proctor	\$ 310.85
Idaho IT-74 # 4 Sieve Screening (only on #4 Sieve not full sieve analysis for contractor provided IT-74 curve)	Sieve	\$ 173.05
AASHTO T 272 1-Point Method for Determining Maximum Dry Density and Opt Moisture	1-Point Method	\$ 173.05
AASHTO T 27 Sieve Analysis of Coarse Aggregates	Sieve	\$ 205.91
AASHTO T 11 Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing	Fine Wash	\$ 159.27
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test	Sand Equivalent	
AASHTO T 255 Total Evaporable Moisture Content of Aggregate by Drying	Moisture Content	\$ 102.82
AASHTO T 265 Laboratory Determination of Moisture Content of Soils	Moisture Content	\$ 102.82
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test, Alt. Method 2, Mechanical	Sand Equivalent	\$ 152.38
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate	Fractured Face	\$ 152.38

## CONCRETE TESTING

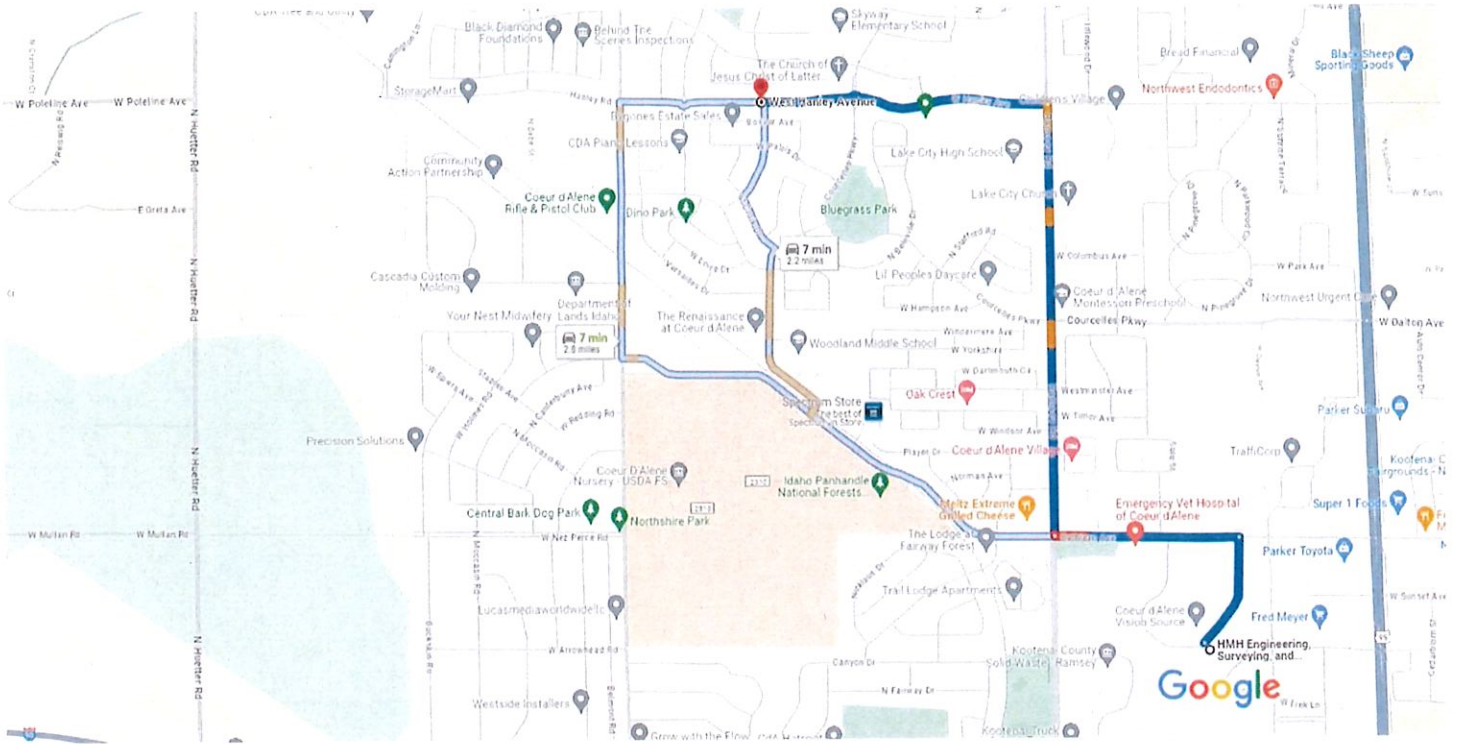
Test Method Designation	Trade Name	Unit Price: \$
AASHTO T 22 Compressive Strength of Concrete Cylinders, per each	Strength, each cylinder	\$ 59.36
AASHTO T 358 Surface Resistivity of Concrete to Resist Chloride Ion Penetration	Resistivity	\$ 64.66
AASHTO T 106 Compressive Strength of Cube Specimens, per each	Cube Strength, each cube	\$ 59.36

## PLANTMIX PAVEMENT TESTING




Test Method Designation	Trade Name	Unit Price: \$
Idaho IT 99 Detection of Anti-Striping Additive in Asphalt Binder	Antistrip	\$ 137.25
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate, Method 1	Fractured Face	\$ 143.75
Idaho FOP for ASTM D4791 Flat and Elongated Particles in Coarse Aggregate	Flat and Elongated	\$ 163.25
Idaho FOP for AASHTO T304 Uncompacted Void Content of Fine Aggregate		\$ 149.40
Ignition Oven Correction Factor IR-157-19, 1 set of 3	NCAT Correction Factor	\$ 455.75
AASHTO T 166 Bulk Specific Gravity of Compacted HMA, Method A or AASHTO T331	Gmb	\$ 111.25
AASHTO T 209 Maximum Specific Gravity of HMA Paving Mixtures, Bowl Method	Rice	\$ 195.75
AASHTO T 269 Percent Air Voids in Compacted Dense and Open Asphalt Mixtures	Air Void	\$ 105.60
AASHTO T 308 Asphalt Binder Content of HMA by Ignition Method	AC	\$ 241.25
AASHTO T 30 Mechanical Analysis of Extracted Aggregate	Seive	\$ 311.43
AASHTO T 329 Moisture Content of HMA by Oven	Asphalt Moisture	\$ 110.77
AASHTO T 312 Density of HMA by Means of the Superpave Gyrotory Compactor	Gyrotory Pucks	\$ 235.25
ASTM D7227 Rapid Drying of Compacted HMA Specimens Using Vacuum Drying	Corelok	
Hourly Rental Rate for Nuke Gauge*		

\*If supported in an approved Overhead Rate letter




Test rates, as presented, include all costs associated with completing the test and providing final reports. Additional administrative time will not be provided. When invoicing for these tests, naming convention must match what is presented above. At a minimum, include the test method designation.



Map data ©2024 Google 1000 ft

-  via N Ramsey Rd and W Hanley Ave **7 min**  
2.4 miles  
Best route now due to traffic conditions
-  via W Kathleen Ave and N St Michele Dr **7 min**  
2.2 miles
-  via W Kathleen Ave **7 min**  
2.8 miles

Explore nearby W Hanley Ave

-  Restaurants
-  Hotels
-  Gas stations
-  Parking Lots
-  More