

### **Welcome to tonight's City Council meeting!**

The elected officials of the City of Bonners Ferry are appreciative of an involved constituency. Testimony from the public is encouraged concerning issues when addressed under the Public Hearing portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the Public Comments period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council.

### **Vision Statement**

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

### **AGENDA**

### **SPECIAL CITY COUNCIL MEETING**

**Bonners Ferry City Hall**

**7232 Main Street**

**267-3105**

**July 22, 2014**

**7:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENTS**

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

### **NEW BUSINESS**

1. Water – Discuss Northside Rectangular Tank
2. Water – Approve Agreement with Welch Comer & Associates, Inc. for Evaluation and Design of Roof for Northside Rectangular Tank (attachment)
3. Water – Approve Agreement with Welch Comer & Associates, Inc. for Services Regarding Replacement of Waterline to the Northside Rectangular Tank (attachment)
4. Water – Discuss Consideration of Emergency Declaration

### **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1**

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) Consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (f) Communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- (g) Engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

### **ADJOURNMENT**

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August, 2005.

AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 15

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: August 16, 2005
- b. Owner: City of Bonners Ferry
- c. Engineer: Welch Comer & Associates, Inc.
- d. Project: City of Bonners Ferry Water System Improvement Project

2. *Description of Modifications:*

OWNER intends to remove and replace the existing roof structure on the City's North District Tank.

Part 1: Evaluation

- Engineer will visit the site and perform a visual inspection of the existing reservoir, including reviewing the concrete core that was taken out as part of a recent waterline improvement project. Based on the site visit, a brief report will be prepared to summarize the structure's capacity to retain a new hollow core roof and topping slab or membrane.

Part 2: Design

- Pending recommendations from the Part 1: Evaluation, Engineer will prepare a set of drawings and specifications which will include:
  - a. Demolition of existing roof structure
  - b. Roof plank plan and details including new hatches, vent(s) and ladder(s)
  - c. Topping slab or membrane

Part 3: RFQ/Bid Package

- Engineer will assemble the design in up to three separate Request for Quotation bid packages, as directed by OWNER:
  - a. Base Bid: Supply/delivery of hollow core plank,
    - i. Add Alternate 1: Install hollow core panels (supplied by OWNER)
  - b. Base Bid: Removal of existing roof
    - ii. Add Alternate 1: Install hollow core panels (supplied by OWNER)
    - iii. Add Alternate 2: Construct topping slab or membrane
  - c. Base Bid: Topping slab or membrane, hatch and accessory installation
- Engineer will provide one electronic copy of each bid package to OWNER for distribution. Hard copy reproductions will be charged as a reimbursable expense.

- OWNER will solicit, collect and review bids.
- Engineer will respond to bidder questions and issue Addenda to clarify, correct or change the bidding documents based on bidder questions.

3. *Compensation for Modifications:*

OWNER shall pay ENGINEER for the services corresponding to each Part (identified herein) an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Hourly Rates for each applicable billing class for all services performed on the Project, including Reimbursable expenses. The total compensation for professional services is estimated as follows:

Part 1: Structure Evaluation	\$3,000
Part 2: New Roof Design	\$8,700
<u>Part 3: Bidding/Procurement Services</u>	<u>\$2,750</u>
Total Hourly Services	\$14,450

4. *Exclusions and Special Conditions:*

- The scope of work for the roof design assumes hollow core panels are a viable option for the existing structure. If the Part 1 Evaluation determines that hollow core is not a viable option, the scope of work for design will have to be amended.
- Destructive testing and non-destructive testing of the existing structure, beyond visual inspection of walls, is not included in this scope of work.
- OWNER will solicit, collect, and review bids. Prebid meetings are not included in this scope of work but may be added by request.
- Construction phase services are not included with this scope of work.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_, 2014.

OWNER:

ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

This is EXHIBIT K, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August, 2005.

AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 14

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: August 16, 2005
- b. Owner: City of Bonners Ferry
- c. Engineer: Welch Comer & Associates, Inc.
- d. Project: City of Bonners Ferry Water System Improvement Project

2. *Description of Modifications:*

- a. Owner intends to complete waterline replacement/improvement projects in the following areas:
  - 1) A section of existing 8 inch steel located from the North District Water Tank east approximately 300 lineal feet, to an existing fire hydrant.
    - i. This section of waterline will be upsized to an equivalent 12 inch inside diameter.
    - ii. The new water main is located on a steep slope and will be installed with restrained or fused joints.
    - iii. This project includes tie in to the existing Tank and two existing main line tie-ins.
    - iv. Design will not include design of significant grade modifications to the existing ground surface and profile.
- b. Engineer shall perform or furnish the following Additional Services:
  - 1) Design Phase Services
    - i. Site visit with City Staff: Collect minimal topographic data for two possible alignments: collect data points for existing hydrant (start point at east end of project) and existing valve on inlet of tank (west end of project). Collect data points in straight alignment between these two points (identify large tree removal or other obstacles within 5 feet of alignment). Collect data points (identify large tree removal or other obstacles within 5 feet of alignment) along existing steel waterline to be replaced. City will locate existing steel waterline.
    - ii. Underground utilities such as electrical, power, cable TV and fiber optic lines will be located through a combination of correspondence with the One-Call utility locate service and communication with each individual utility company or their designated utility locate service.

- iii. Combine the topographic surveying data with the property line data (obtained from County Assesor) into a base map. Review alignment options with City.
- iv. Prepare waterline design and drawings for the City's selected alignment utilizing the base map created from the topographic survey and property line data. Include aerial photograph. (Vertical profile will not be provided.) Specifications will be provided within the plan set.
- v. Prepare Request for Quotation package for Owner. Engineer will provide one electronic copy of each bid package to Client for distribution. Hard copy reproductions will be charged as a reimbursable expense.

2) Right of Way/Easements

- i. If the selected waterline alignment is located within 20 feet +/- of the Assesor property line, pursue precise resolution of property line:
  - Conduct a record research including the last deed of record, surveys or record, plat that may indicate property lines and ownership.
  - Conduct monument search on subject and adjacent properties.
  - If required for selected alignment, draft easement description based upon the centerline of the new alignment.

3) Bidding Phase Support

- i. Owner will solicit, collect and review bids.
- ii. Respond to Owner and Contractor questions regarding the waterline design and specifications.
- iii. Provide clarification in the form of an addenda, if required, to address questions.
- iv. Review bids at Owner's request

4) Construction Phase Services

- i. Respond to Owner and Contractor questions regarding the waterline design and specifications.
- ii. Assist Owner with questions regarding Contractor submittals prior to construction.
- iii. Engineer will witness and document construction progress. Engineer will provide photos of work progress and field mark-ups to Engineers. Owner will notify Engineer of any proposed changes during construction that conflict with Engineer's drawings. Engineer will provide two site visits to provide more extensive observation of Contractor's work.
- iv. Upon completion of work, Engineer will provide record drawings for submittal to agencies.

c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

1) For the services corresponding to each Phase (identified herein) the following Lump Sum amounts:

<u>Design Phase Services</u>	\$6,400
Total Lump Sum Services	\$6,400

- i. The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultant charges, if any, are included in the above.
  - ii. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
- 2) Hourly Not To Exceed: An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable expenses. The following amounts will not be exceeded with out prior written approval.

Right of Way/Easement	\$3,500
Bidding Phase Support	\$ 800
<u>Construction Phase Support</u>	<u>\$3,500</u>
<b>Total Hourly Services</b>	<b>\$7,800</b>

- d. The schedule for rendering services is modified as follows:
  - 1) Design Phase Services – Will be completed within 30 calendar days of approval of this Agreement.
- e. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
  - 1) Site conditions, including confirmation of utility size, material, depth and horizontal location shall be field verified by the Contractor and Owner's field representative prior to commencement of work shown on the plans.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_, 2014.

OWNER:

ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_