

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. Special accommodations to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

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. We are a city that welcomes all people.

**AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
January 5, 2021
6:00 pm**

Join video Zoom meeting: <https://zoom.us/j/17672764>

Meeting ID: 176727634

Passcode: 714097

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City Administrator/City Engineer/Economic Development Coordinator/Urban Renewal District/SPOT/Golf

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the December 15, 2020 Council meeting minutes, December 17, 2020 Special Council meeting minutes

OLD BUSINESS

NEW BUSINESS

4. **Electric** – Consider authorizing the Mayor to sign the contract with JUB Engineering for Moyie Hydro spillway project (attachment) {action item}
5. **City** – Consider the extension and revision of the City employee COVID Leave policy (attachment) {action item}
6. **City** – Consider authorizing the Mayor to sign the letter of participation and support of the pending update of the Boundary County Multi-Jurisdictional All-Hazard Mitigation Plan (attachment) {action item}

ADJOURNMENT

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
December 15, 2020
6:00 pm**

Mayor Dick Staples called the Council meeting of December 15, 2020 to order at 6:00 pm. Present for the meeting were: Council Members Rick Alonzo, Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport, City Attorney Andrakay Pluid, City Engineer Mike Klaus, Police Chief Brian Zimmerman. Members of the public present were: Marciavee Cossette, Jerry Higgs, Denise Crichton and Linda Elliston.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Fee Hearing for new or increased fees

Lisa gave a presentation regarding the fee schedule.

Mayor Staples opened the public hearing at 6:09 pm.

Jerry Higgs commented that the dog impounding fee should be increased. Jerry said the right-of-way permit fee should be good for one calendar year. Jerry said the hearing should have happened before the beginning of the fiscal year and requested the fee schedule not be implemented until the pandemic is over.

Mayor Staples closed the public hearing at 6:21 pm.

PUBLIC COMMENTS

Linda Elliston said is using a cleaning machine, Active Pure, that is used by NASA. She feels it is beneficial for all public places in our community.

REPORTS

Police Chief Brian Zimmerman said Dale Anderson's last day will be December 17, 2020 and Mallory Stippich will start in January 2021 to fill that vacancy.

City Administrator Lisa Ailport has joined a peer learning network with people in Montana and Wyoming regarding rural communities.

City Engineer Mike Klaus presented a list of capital projects for 2021. The pre-bid walk through for the Hydro project is tomorrow at 10:00am, there are approximately 19 plan holders. The Underdrain project for Filter #2 will happen in February or March. The Booster Station project was completed last Wednesday. The Dakota Water Main project is complete. We received DEQ approval for the Dakota Street Well House.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the December 1, 2020 Council meeting minutes and December 1, 2020 Special Council meeting minutes
4. Treasurer's Report

Valerie Thompson moved to approve the consent agenda. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

OLD BUSINESS

NEW BUSINESS

5. **City** – Consider adopting Resolution #2020-12-15 for new or increased fees (attachment) {action item}

Lisa said any changes to the proposed fee schedule will require a new publication. Lisa said the right-of-way permit currently is required as a deposit that is returned after 18 months if everything is acceptable. Lisa said we had to wait until the end of the fiscal year to see if or how the fees would need to be changed. Valerie Thompson moved to approve Resolution #2020-12-15 as presented to modify, increase or add appropriate fees as established from time to time by the City Council. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

6. **City** – Consider authorizing the Mayor to sign the annual contracts with local contractors (attachment) {action item}

Lisa said there are four contracts for this year. Rick Alonzo moved to authorize the Mayor to sign the annual contracts with local contractors. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

7. **Water** – Consider authorizing the Mayor to sign pay request #1 from KG & T for the Dakota Water Main Project (attachment) {action item}

Mike said the change order and pay request #1 were combined for a total project cost of \$160,034.00. Hydro seeding and surface repair will need to be completed in the Spring. The amount due at this time is \$148,743.72. The retainage will be paid after the work is completed in the Spring. Rick Alonzo moved to authorize the Mayor to sign pay request #1 from KG & T for the Dakota Water Main project in the amount of \$148,743.72. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

8. **Planning and Zoning** – Consider authorizing the Council President to sign the replat of Lot 4A of the Northridge Estates 1st Addition – Area of City Impact (attachment) {action item}

Mayor Staples said he has a conflict of interest so he will recuse himself from this item. Lisa the Mayor is the professional land surveyor stamping the plat, that is the reason the Council President will sign the final plat once it has been presented. Ron Smith moved to authorize the Council President to sign the replat of Lot 4A of the Northridge Estates 1st Addition – Area of City Impact. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

9. **Electric** – Consider authorizing pole relocation expenses for the Riverside Project (attachment) {action item}

Mike said Western Federal Lands has requested approximately 30 poles be moved for the Riverside Project. The project will start at Deep Creek and move towards the City Limits. Mike is requesting permission to spend up to \$100,000 for the first six poles. Mayor Staples asked if there will be any reimbursement. Mike said reimbursement hinges on the City having authority to have the poles where they are. Andrakay and the County attorney are researching this matter. Mike said we have been requested to move the poles and we are required to move them. Mayor Staples asked if the project will be completed in one season. Mike said that is the plan. Adam Arthur moved to authorize the pole relocation expenses in the amount of \$100,000 for the Riverside Project. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 6:57pm.

**MINUTES
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
December 17, 2020
5:00 pm**

Mayor Dick Staples called the Special Council meeting of December 17, 2020 to order at 5:00 pm. Present for the meeting were: Council Members Rick Alonzo, Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Clerk/Treasurer Christine McNair and City Administrator Lisa Ailport.

Join video Zoom meeting: <https://zoom.us/j/17672764>
Meeting ID: 176727634
Passcode: 714097
Join by phone: 253-215-8782

NEW BUSINESS

1. **Electric** – Consider authorizing the Mayor to sign a contract with CDA Stump Grinding for tree removal on Comanche Street and Canyon Street (attachment) {action item}

Valerie Thompson moved to authorize the Mayor to sign the contract with CDA Stump Grinding for tree removal on Comanche Street and Canyon Street for the amount of \$7,200. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 5:01 pm.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: December 30, 2020
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: Electric Department - Spillway Repair Contract with J-U-B Engineers for Bidding and Construction Services

J-U-B Engineers has put together a scope of work, proposed fees, and contract to provide three separate tasks related directly to phase 1 of the spillway re-construction project:

1. The remainder of the administrative tasks required to award the construction contract and complete the agreements with the contractor.
2. Construction support during the project that will include help with structural engineering questions as they come up, special inspections, assisting the City with FERC required documentation.
3. Limited construction observation support.

With this memo, I am requesting that the Council approve the scope of work and fees of \$99,500, and authorize the Mayor to sign the contract.

Please call me with any questions about the proposed work.

Thank you,

Mike



J-U-B ENGINEERS, INC.

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

Authorization for Additional Services

CLIENT: City of Bonners Ferry

Project Name: Moyie Hydro Repair Project

J-U-B Project Number: 20-17-072 Task 003 for Construction

- 1. Additional Services. The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated October 2, 2017. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

An initial construction support budget was set up in the prime agreement for the purpose of coordinating and assisting the City with early construction needs with FERC. After the bid package was approved by FERC, the initial construction phase consultation between the City and FERC resulted in JUB preparing a draft QCIP document that outlined the construction management, special inspections, and observation needs required by FERC. The draft QCIP is incorporated into this supplemental for outlining JUB's roles and project construction needs (Pages 1-14 were updated and are included out of the 78 original pages submitted to FERC dated 8/7/20). The QCIP can only be finalized once the City has awarded the project and the contractor can provide the remaining required items for the report. Per FERC and the QCIP, construction support and occasional observation in support of the City acting as the Lead Inspector with special observations by additional engineering/engineer of record staff will occur over three years. This supplemental is for Construction Management from the execution of this supplemental through 2021 (year one only out of three) and approximately 10 working days of observation support (90 days will be covered by the City staff). Also attached is Standard Exhibit A - Construction Phase Services

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

Name Date

- 3. Payment for Additional Services. Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Task 003(a) - \$10,500 Bid, RFI, Addenda, Award, Agreements

Task 003(b) - \$71,500 Construction Administration, Structural Engineering support for Special Inspections, Construction Work Plan, and FERC/QCIP Support

Task 003(c) - \$17,500 Limited Observation Support

Task 003 - \$99,500 New T&M Estimated Total (a+b+c) for Bid through Phase 1 2021 Construction

- 4. Schedule of Services. Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Project phase 1 bid started in December 2020 and construct through 2021

Dated this 5th day of January, 2021,

CLIENT

J-U-B ENGINEERS, Inc.

By: Project Representative or Authorized Signatory for CLIENT

By: [Signature] Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

A. Jay Hassell, PE, Assistant Area Manager
Print or Type Name and Title



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Bonners Ferry

Project: 20-17-072

The Agreement for Professional Services dated October 2, 2017 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

NOTE on Coronavirus: *The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-'s review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.*

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

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

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

- Yes 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- No

- 3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
 - Yes a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
 - No

 - Yes b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 - No

- Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- No

- Yes 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- No

- Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- No

- Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- No

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- Yes 8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
 No
- Yes 9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
 No
- Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
 No
- Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
 No
- Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
 No
- Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
 No
- Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
 No

- Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- No

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

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

Post-Construction Phase

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

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

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

CONSTRUCTION PHASE ADDITIONAL SERVICES

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

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

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

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

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

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.
11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

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

CLIENT'S RESPONSIBILITIES

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

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

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

INDEMNIFICATION

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

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



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: December 30, 2020

RE: City Interim Employee COVID Leave Policy

On December 31, 2020, the City's Interim COVID Leave Policy will expire and no longer be available to city employees. The original COVID leave policy was implemented to assist employees who were experience time away due to COVID, or COVID related care for family members. Further editions of the policy incorporated mandates by the Federal Government's family first act that included the Emergency Family Medical Leave Act (FMLA) requirements as well as paid leave for circumstances around caring for family members displaced or ill from COVID.

The new COVID relief bill, signed by the President on December 27, 2020, did not mandate that these benefits be extended beyond the December 31 date. Although recommended by the federal government to provide some level of leave for COVID conditions, the city is no longer required to do so.

With rising cases of COVID across the entire community, staff is suggesting that a modified version of the policy be considered. The modified version removes the requirement for emergency paid FMLA and extends the remaining language until March 31, 2020. The consideration of this date is in hopes that access to the COVID vaccine will be more available to all employees. Should this not be the case, then reviewing extension of the policy for another 3 months, may be warranted at that time.

FISCAL IMPACT STATEMENT:

The policy as written and administered does come with a cost to the city. With additional time provided, less PTO time is used; PTO time is 100% paid out upon separation of employment. PTO time is budgeted each year, while COVID time is paid through reserves and contingency accounts.

COUNTER ARGUMENT

Many employees currently have many PTO hours available to them, which can be used to support extended time away from the office. PTO time generally is not required to be used, with the interim policy, if the employee's condition meets the requirements for use of COVID leave time.

When the City moved to the PTO time the accrual time of the previous policy (which separated sick and vacation time) was lumped together and no time was reduced.

However, the PTO policy did provide better access to the employee's leave time than the previously policy. Therefore, the PTO policy was an increase or added benefit to the city employees. The interim COVID leave policy extends that benefit.

Letting the interim policy expire, will require that employee use their PTO time or sick banked time should they either come down with COVID or must care for a family member who is displaced or ill from COVID. However, allocated PTO time is budgeted in this fiscal year.

Please let me know if you have any questions.

Interim Employee Leave Policy Relating to the COVID-19 Pandemic

The City of Bonners Ferry would like to address the areas of paid leave available to employees who need to be away from work during the COVID-19 pandemic. There have been some concerns with how an employee's PTO and/or sick bank time may be affected as we navigate COVID-19 in the coming weeks and months. For purposes of this policy, the city will make this policy available to all full time hourly and salaried employees' opportunities for paid leave for specific areas identified in this policy. Additionally, seasonal or part time employees will benefit from portions of this policy as well.

This policy shall remain available to employees from the date of adoption by City Council through March 31, 2021. City Council may, at their discretion, extend this policy to a future date. Council also may retract this policy, provided changes in the condition around the virus change as well.

Please know that we continue to examine the situation and assess how we can best support our employees we ask for patience and understanding. Should we need to make additional adjustments due to new information, legislation or state mandates, we will work to address those as soon as we can.

I. Employees who Exhibit Flu Like Symptoms:

Employees who exhibit symptoms of influenza-like illness at work are recommended to seek medical attention and strongly advised to be tested for COVID-19. Additionally those employees, who exhibit symptoms of influenza-like illness during work, should leave the workplace and remain at home until they are symptom-free for at least 72 hours and/or provide medical clearance to the city. Further quarantining may be necessary and the employee, working with their Supervisor, shall determine the proper time frame for returning to work.

If an employee exhibits any of the following symptoms the city may recommend that the employee seek medical attention and strongly advise the employee to be tested for the COVID-19 (based on CDC website):

- Fever;
- Cough;
- Shortness of breath

II. Policy for use of Paid Time Off during COVID-19 Pandemic

The following summarizes the varying degrees in which the COVID-19 virus will affect employees PTO and sick bank time.

- 1. Employees who are diagnosed with COVID-19:** This section is offered to any employee who is subject to a COVID-19 quarantine or isolation order. Any employee who is diagnosed with the COVID-19 and can demonstrate such diagnosis through proper medical testing is eligible for paid time off for a maximum 30 days to

recover. The city will not require the employee to use their PTO or sick bank time as part of this policy.

Communication with the City shall occur via email or phone, as the employee is not encouraged to return to their place of work until compliance with the "returning to work" section of this policy.

Returning to Work

Employees who have contracted COVID-19 should remain at home until they are symptom-free for at least 72 hours and provide medical clearance to the city.

2. Employees who are not diagnosed with COVID-19, but are not able to work:

Employees who are not diagnosed with a confirmed case of COVID-19, but unable to work under the following scenarios are granted two weeks of paid time off, or ten (10) working days away from their positions and the city will not require the employee to use their PTO or sick bank time.

This policy applies to both full time hourly employees, salaried employees, part time and seasonal employees. Part time employees shall receive a prorated share of time off that is reflected of their typical scheduled hourly week:

- Employee who have symptoms of the flu, but waiting on results for COVID-19 testing;
- Employee who have symptoms of the flu, but are not positive for COVID-19;
- Employees who are responsible for care giving for someone who has COVID-19;
- Employees who have come in close contact with someone who is confirmed COVID-19;
- Employees who have been advised by a health care provider to self-quarantine due to COVID-19 concerns;
- An employee caring for a child whose school or place of care is closed or the child care provider of the child is unavailable, due to COVID-19 precautions.
- Employees who are quarantined at the direction of the city, via a Supervisor, City Administrator or the Mayor.
- Employees who provide written request for leave due to avoiding exposure to COVID-19 may be granted after approval by the Mayor.

Confirmed COVID-19 Diagnosis

If during the time frame the employee does contract the COVID-19 then the employee shall be eligible for section 1 of this policy.

Returning to Work: Employees who are exposed to someone who has COVID-19 and are not experiences symptoms may be required to test negative and be symptom free for up to 72 hours prior to returning to work.

- 3. Employees who are not diagnosed with COVID-19, but are not willing to work;** Non essential employees who choose not work due to personal choice or non-COVID related illness may use their PTO and/or sick bank as they normally would. The city will waive the three-day rule for use of sick bank time to be used for this purpose of self quarantining.

Designated highly skilled and essential employees- per previous adopted policy by city council include those who work in the electrical department, at the Moyie Dam and the water treatment facility. These employees will need to coordinate with their supervisor to be eligible for this section of the policy.

Essential employees whose work includes maintaining safety of human life or the protection of property will also need to coordinate with their supervisor to ensure that public health and safety are maintained. These employees include, the Police Department and Fire Department.

Absence Request Forms should still be sent to supervisors with the appropriate leave hours. A leave request form will be provided by the City.



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

January 5, 2021

Boundary County Commissioners
Honorable Dan Dinning Chairman
PO Box 419
Bonners Ferry, ID 83805

Attn: Director, Office of Emergency Management

Subject: Boundary County Multi-Jurisdictional All-Hazard Mitigation Planning Partnership

Dear Chairman Dinning,

The City of Bonners Ferry is fully committed to participating in and supporting the pending update of the Boundary County Multi-Jurisdictional All-Hazard Mitigation Plan. The City of Bonners Ferry recognizes the importance of our partnership and the need for collaborative planning for pre- and post-disaster risk reduction and mitigation.

Sincerely,

James R. Staples
Mayor