



GENERAL SERVICES COMMITTEE

with

Council Members Edinger, Evans & Gookin

June 10, 2019, 12:00 p.m.

AGENDA

VISION STATEMENT

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.

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

1. Approval of Bid Results and Agreement with Big Sky Idaho Corporation for the 2019 Fernan Lift Station Retrofit Project – Mike Becker, Utility Project Manager
2. Approval of One Year Extension of Thorco Field Agreement – Bill Greenwood, Parks & Recreation Director
3. Approval of Amendments to the CDATV Policy and Procedures Manual – Renata McLeod, Municipal Services Director/City Clerk
4. Approval of Professional Services Agreement with Jeff Crowe d/b/a Bunkhouse Media, for Television Operation/Professional Services – Renata McLeod, Municipal Services Director/City Clerk
5. Approval of Professional Services Agreement with Architects West, Inc. for Operations Building Renovations – Jim Remitz, Capital Program Manager, Wastewater
6. Approval of Lease of City-Controlled Parking Spaces to the Chamber of Commerce on the 4th of July to Generate Revenue to Help Pay for the Cost of the Community Fireworks Display – Troy Tymesen, City Administrator
7. Approval of Sole Source Purchase of Police Radios and Purchase of Two Vehicles for the Police Department – Lee White, Chief of Police

**Library Community Room
702 Front Street**

The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact Juanita Knight, the committee liaison at (208) 769-2348 at least three days in advance of the meeting date and time.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: June 5, 2019
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Bid Results for the **2019 Fernan Lift Station Retrofit Project.**

=====

DECISION POINT:

Should Council accept the bid from Big Sky Idaho Corporation, as the lowest responsive bidder for the City of Coeur d'Alene Wastewater Utility 2019 Fernan Lift Station Retrofit Project.

HISTORY:

The City's Fernan Sewer Lift Station (LS) currently serves 30 SFD and the Lake Villa Apartments (254 Units) and, in accordance with the 2013 Sewer Master Plan (SMP), this LS and related infrastructure are overdue for replacement. The pumps and controls are approaching the end of their service life. Routine Wastewater Utility (WW) O&M requires underground confined space entry, where the existing electrical and controls do not conform to current building, fire and electrical codes. This project will bring our LS into compliance with all current codes as well as uniformly match the other City pump stations. On May 15th and 22nd, the City advertised for Bids which were opened on May 30, 2019.

FINANCIAL ANALYSIS:

All bids were reviewed for compliance as stipulated by Idaho Code Section 67-2310. The following table summarizes the contractor bids the City received:

BIDDER NAME	BASE BID	Add. Alt No. 1
Big Sky Idaho Corporation	\$380,512	\$30,000
S&L Underground, Inc.	\$478,512	\$18,000
McClintock & Turk, Inc.	\$504,712	\$35,712
Engineer's Opinion of Probable Costs (PER 03/12/2019)	\$395,000	

For this project, the Base Bid was identified as the Basis of Award. Additive Alternative No. 1 was for rehabilitating the downstream receiving manhole. The WW has elected to defer Add Alt. No. 1 until a later date. With that, Big Sky Idaho Corporation appears to have provided the lowest responsive bid.

The Wastewater Utility planned and budgeted for this project, and has the available funds to pay for this project.

PUBLIC WORKS COMMITTEE STAFF REPORT

PERFORMANCE ANALYSIS:

Big Sky Idaho Corporation has successfully completed several previous large contracts with the City's Wastewater Utility on time, within budget, and to WW's satisfaction.

RECOMMENDATION:

The Wastewater Utility recommends that Council accept the bid of, and award the contract to, Big Sky Idaho Corporation for the City of Coeur d'Alene Wastewater Utility's 2019 Fernan Lift Station Retrofit Project in the amount of \$380,512.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
FERNAN LIFT STATION RETROFIT PROJECT
SUCCESSFUL BIDDER'S CHECKLIST**

The successful Bidder will be required to submit the following information prior to execution of the Contract by the Owner. The Bidder will be advised of other items that may be required.

- ____ 1. Evidence of Insurance:
 - Liability
 - Workmen's Compensation
 - Builder's Risk
- ____ 2. Performance Bond
- ____ 3. Labor and Materials Payment Bond
- ____ 4. Surety Agent's Power of Attorney
- ____ 5. State Tax Commission Public Works Contract Report

This checklist is provided only as a convenience for Bidders and is not intended to be a detailed or complete listing of all actions and documents that may be required. Bidders are advised to carefully read all portions of the Contract Documents and to comply with all requirements.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
FERNAN LIFT STATION RETROFIT PROJECT
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

BIG SKY ID CORPORATION

(Name of Contractor)

10063 NAVION DRIVE, HAYDEN, ID 83835

(Address of Contractor)

A CORPORATION, hereinafter called Principal and (Corp., Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Coeur d'Alene, Kootenai County, Idaho, hereinafter called the OWNER, in the penal sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for _____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER, all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation of this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

ATTEST:

(Principal Secretary)

(Seal)

(Principal)

By: _____
(Title)

(seal)

(Witness as to Principal)

(Address)

(Surety)

Attest:

(Attorney in Fact)

(Witness to Surety)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Idaho.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
FERNAN LIFT STATION RETROFIT PROJECT
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That

BIG SKY ID CORPORATION

(Name of Contractor)

10063 NAVION DRIVE, HAYDEN, ID 83835

(Address of Contractor)

a CORPORATION, hereinafter called Principal and (Corp., Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Coeur d'Alene, Kootenai County, Idaho, hereinafter called the OWNER, in the penal sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for _____.

NOW THEREFORE, if the Principal shall promptly make the payment to all persons, firms, Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and affect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation to this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal Secretary)

(Seal)

(Principal)

By: _____
(Title)

(seal)

(Witness as to Principal)

(Address)

(Surety)

Attest:

(Attorney in Fact)

(Witness to Surety)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Idaho.

WH-5 Public Works Contract Report

Idaho Code sections 54-1904A and 63-3624(g) require all public works contracts to be reported to the Tax Commission. This form must be filed with the Tax Commission within 30 days after a contract is awarded.

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		Public Works contractor license number
Sole proprietor's Social Security number	Idaho sales/use tax permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract \$
Description and location of work to be performed		

PROJECT DATES

Scheduled project start date: _____ Completion date: _____

If the following information is not available at this time, please indicate date it will be: _____

ALL SUBCONTRACTORS

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

ALL SUBCONTRACTORS (CONTINUED)

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

SUPPLIERS

Use the space below to report major suppliers of materials and supplies; items removed from inventory; equipment purchased, rented, or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid.

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

* If tax was not paid to suppliers but **was** or **will be** reported as "items subject to use tax" under your permit number, indicate period of return on which payment **was** or **will be** reported: _____
 If tax was paid to a state **other** than Idaho, name state next to "total value" box(es) above. If tax is due and has **not previously been reported**, attach payment to this form. **If you need more room, please photocopy this page.**

SIGN <u>Authorized signature</u>	Print name	Phone number	Date
HERE _____			

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-2210.

For more information, call (208) 334-7618 • Fax: (208) 332-6619 • E-mail: Contractdesk@tax.idaho.gov.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
FERNAN LIFT STATION RETROFIT PROJECT
NOTICE OF AWARD**

DATED: _____

TO: BIG SKY ID CORPORATION
(bidder)

ADDRESS: 10063 NAVION DRIVE, HAYDEN, ID 83835

CONTRACT FOR:

You are notified that your Bid dated May 31, 2019, for the above Contract has been considered.
You are the apparent Successful Bidder and have been awarded a contract for:

The Contract Price of your contract is THREE HUNDRED EIGHTY THOUSAND FIVE HUNDRED TWELVE
AND NO/100 Dollars (\$ 380,512.00).

This Notice of Award for the Base Bid obligates the Successful Bidder to immediately return the acknowledgement of receipt of Notice of Award and, within ten (10) business days, execute and return the Agreement, furnish the required Bonds, complete and return the Public Works Contract Report, and provide evidence of insurance. Within ten (10) business days of the OWNER receiving said items, OWNER will return to CONTRACTOR one fully signed photographic copy of the Agreement with the Contract Documents attached.

CITY OF COEUR D'ALENE
(OWNER)

ACCEPTANCE OF AWARD

(CONTRACTOR)

BY: _____
(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

(TITLE)

(TITLE)

(DATE)

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
FERNAN LIFT STATION RETROFIT PROJECT
CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, 2019, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and BIG SKY ID CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the state of _____ Idaho, with its principal place of business at 10063 NAVION DRIVE, HAYDEN, ID 83835, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded the contract for the Fernan Lift Station Retrofit Project in the City of Coeur d'Alene, according to the plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene – Wastewater Utility - Fernan Lift Station Retrofit Project

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY, as hereinafter set forth, the CONTRACTOR shall perform the work as set forth in the said plans and specifications described above, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Wastewater Superintendent or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, Certificates of insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CONTRACTOR shall indemnify the CITY against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Idaho Worker's Compensation Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

The CONTRACTOR shall furnish the CITY certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed \$380,512.00, as provided in the Base Bid Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

BASE BID	
Item No. 1 – Fernan Lift Station Replacement: Lump Sum Bid Price	\$ 375,000.00
Item No. 2 - Water Service Abandonment: Lump Sum Bid Price	\$ 4,000.00
Submersible Pump Use Tax Allowance (6%)	\$ 1,512.00
BASE BID TOTAL:	\$380,512.00

The Work shall be substantially complete within **one hundred twenty (120) calendar days** (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of Five Hundred Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 – 1002).

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens

upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

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

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

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY:

CITY OF COEUR D'ALENE

KOOTENAI COUNTY, IDAHO

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

(SEAL)

CONTRACTOR:

BIG SKY ID CORPORATION

10063 NAVION DRIVE, HAYDEN, ID 83835

By: _____

ATTEST:

(SEAL)

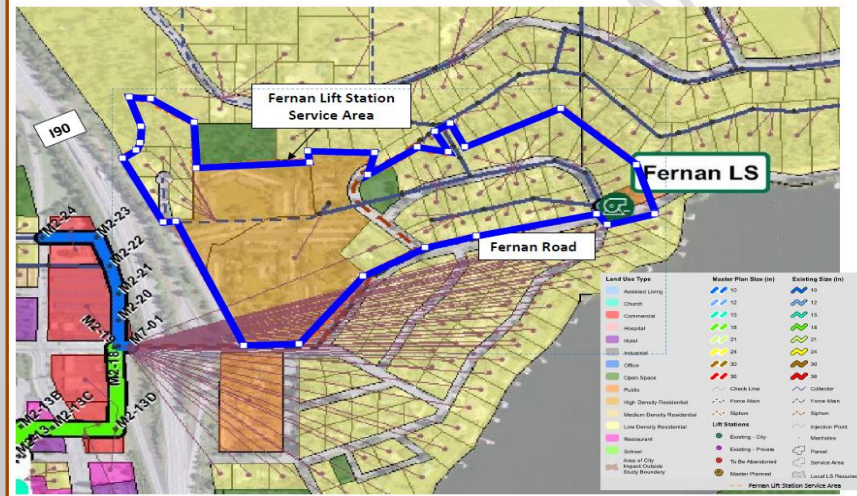


2019 FERNAN LIFT STATION RETROFIT PROJECT



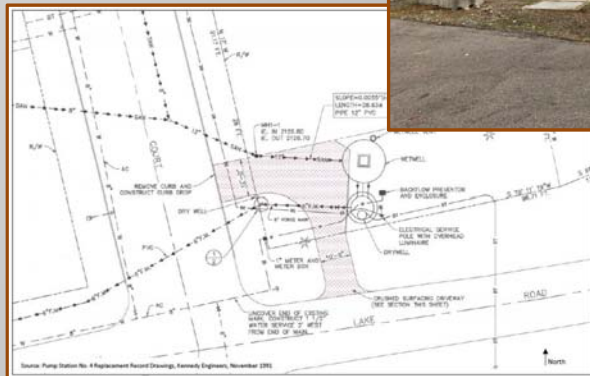
PROJECT SERVICE AREA

Figure 1 – Project Vicinity Map



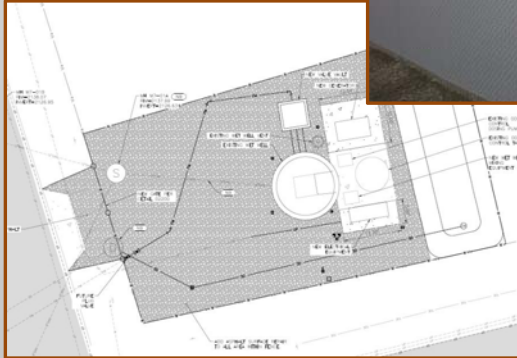
EXISTING FERNAN LIFT STATION

- Performance Issues
- Reached Equipment Service Life
- Confine Space Entry
- Non-Conforming Electrical, Controls, and Structures
- Potential Life Safety Issues



PROPOSED FERNAN LIFT STATION

- Improved Efficiency, Controls and Telemetry
- Uniform Pump Station Design
- Compliant to All Codes
- Extended Service Life and added Security.
- Reduce Liability to City.



Hawks Nest Pump Station
(Example)



CONTRACTOR BID BREAKDOWN

Bidder	Base Bid	Additive Alternative No. 1
Big Sky Idaho Corporation	\$ 380,512	\$ 30,000
S & L Underground	\$ 478,512	\$ 18,000
McClintock & Turk	\$ 504,712	\$ 35,712
Engineer's Estimate	\$	395,000



STAFF RECOMMENDATIONS

Accept the bid of, and award the contract to, Big Sky Idaho Corporation, for the City of Coeur d'Alene Wastewater Utility's 2019 Fernan Lift Station Retrofit Project in the amount of \$380,512.



QUESTIONS/COMMENTS



PARK & RECREATION COMMISSION STAFF REPORT

Date: May 20, 2019
From: Bill Greenwood, Park & Recreation Director
SUBJECT: Naming Rights and Donation

DECISION POINT:

Recommend to General Services the extension of the Thorco Field agreement by 1 years.

HISTORY: The existing agreement with Thorco is for in-kind donation for work performed at Ramsey Park installing lights in a field that Legion Baseball is currently using, now known as Thorco Field.

FINANCIAL ANALYSIS:

No costs for the city to accept these naming rights. Thorco's current agreement is to end on June 30, 2021. They are asking to extend this agreement by 1 year in lieu of a payment in the amount of \$2190 for work performed in the rescue of an osprey at Mceuen Park.

PERFORMANCE ANALYSIS:

It was brought to our attention on July 3, 2018 one of the baby osprey in one of the nest at McEuen seemed to be tangled in fishing line. We contacted Raptor Biologist Janie Veltkamp of Birds of Prey Northwest for assistance. On July 5th Janie determined the bird was tangled and not moving correctly. We then contacted Thorco to see if they could help with the rescue of a baby osprey. The team of Tom and Nick Cline of Thorco arrived with a lift and with Janie's help removed the bird and Janie took Little McEuen back to their facility to recover before being return back to the nest. I received a call from Janie on July 20th that the bird was ready to be returned to the nest, I called Thorco once again they helped with the safe return of little McEuen.

DECISION POINT/ RECOMMENDATION:

Recommend to General Services the extension of the Thorco Field agreement by 1 year.

Contribution Agreement

This Naming Agreement effective as of July 1, 2013 is made and entered into by and between THORCO INC., whose address is 4950 N. Manufacturing Way, ("Donor") and the Panhandle Parks Foundation for the naming of the baseball field at Ramsey Park to be named 'THORCO FIELD'. Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Donor wishes to make a charitable contribution the use and benefit of the City of Coeur d'Alene as set forth in this Agreement.

The Panhandle Parks Foundation desires to accept such contribution, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Contribution.** Donor hereby pledges to the Panhandle Parks Foundation, for the use and benefit of the City of Coeur d'Alene, the following contribution: \$20,000 to name the baseball field at Ramsey Park for a period of 8 years at which time you will be contacted by the Panhandle Parks Foundation or the City of CDA offering you first right of refusal to renew your sponsorship agreement for another term.
2. **Payment of the Gift.** The Gift is an irrevocable contribution that will be deducted from the payment amount owed to Thorco, Inc., for services rendered. Naming opportunity begins July 1, 2013 and will continue to June 30, 2021.

Amount of payment owed to Donor

\$49,405.63 for work completed at the Ramsey baseball field. Invoice #1767213, 1767409, 1767398

\$74,213.34 for work completed at Coeur d'Alene Soccer Complex Invoice #1767283 and 1767471

\$123,618.97 Total owed

\$ 20,000.00 Contribution

\$103,618.97 Remaining amount owed

3. **Acknowledgment.** In consideration for the Contribution, the Foundation and the City of Coeur d'Alene will acknowledge the contribution by naming the baseball field at Ramsey Park; THORCO FIELD, effective July 1, 2013. Subject to the terms of this Agreement, the Naming will last for 8 years, or until June 30, 2021. **Extend this agreement June 30, 2022 for inkind work performed in the amount of \$2190 for the rescue of an osprey at McEuen Park July 3, 2018**
4. **Termination of Naming.** In addition to any rights and remedies available at law, the Board may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:
 - a. In the unlikely event the Board determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of the Foundation, in the event of a continued association with Donor and the continuation of the Naming provided for herein.

Upon any such termination of this Agreement and/or the Naming hereunder, the Board, The Panhandle Parks Foundation and City of Coeur d'Alene shall have no further obligation or liability to Donor and shall not be required to return any portion of the contribution already paid.

5. **Publicity**

For purposes of publicizing the Contribution and the Naming, Panhandle Parks Foundation & City of Coeur d'Alene will have the right, without charge, to photograph the Donor and/or Donor Logo and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and

marketing materials, and reports and publications describing Foundation's development and business activities.

6. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
8. **Board Approval.** This Agreement and the recognition and naming provided for herein are subject to the approval by the City of Coeur d' Alene will not be effective unless and until approved by the Board of the Panhandle Parks Foundation.

ACCEPTED AND AGREED TO:

Name

Panhandle Parks Foundation

By: _____

Name:

Title: Executive Director or President of the board
for _____

GENERAL SERVICES

DATE: June 10, 2019

FROM: Renata McLeod, Municipal Services Director/City Clerk

SUBJECT: Amendments to the CDATV Policy and Procedure Manual

DECISION POINT:

- Approval of amendments to the CDATV Policy and Procedure Manual.

HISTORY:

The City of Coeur d'Alene has enjoyed the partnership with Charter Cable (previously Time Warner) for many years. This partnership provides the City with a Public Education Government (PEG) Channel. The mission of the channel content has been to provide public education and governmental programming that benefits the community. This is not the general public access channel, wherein one can conduct their own programming and have it aired; it must pertain to government or public education, pursuant to the policy and procedure manual. The CDATV Committee has reviewed its policy and procedure manual over the past few months and determined there are a few areas that needed updates such as technology references, establishment of standards for content airing related to sound and picture quality, as well as, to provide clear delineation from a public access channel. Over the past year several requests have been made to air items that are not related to the government or educational arm of the program content, so this amendment seeks to make it very clear. While the Committee was in the process of reviewing the policy, some edits were made regarding the appeal of denial of broadcast material to provide clarity in the process. Additionally, there was a section specifically noting the School District as our public partner; however, our Committee membership includes many partners, from Panhandle Health District to the City of Hayden, so the Committee recommended amendments to that section to clarify the partners or more than just the School District. The Committee has reviewed the amendments and recommends their approval.

FINANCIAL ANALYSIS:

There is no current financial cost associated with this request.

DECISION POINT/RECOMMENDATION:

- Approval of amendments to the CDATV Policy and Procedure Manual.

COEUR D'ALENE TELEVISION (CDATV)

OPERATIONAL POLICIES AND PROCEDURES



ADOPTED: [January 17, 2006 via Res. 06-005](#)

Originally Prepared by the CDATV Ad Hoc Committee

Dave Walker, Chairman

Members: Jeff Crowe, Janet Feiler, Bruce Hathaway, Eve Knudtsen, Jim Van Sky,
Woody McEvers, Renata McLeod, Susan Weathers

As Amended in 2019 by CDATV Committee, members: Bruce Hathaway, Chairman; Jeff Crowe, Chris Pfeiffer, Michael Drobnock, Katherine Hoyer, Scott Maben, Joseph Morrison (Student Representative), Zack MacKimmie (Alternate Student Representative), Woody McEvers (City Council Representative), and Renata McLeod (City Clerk)

I. PURPOSE

The purposes of these Operational Policies and Procedures ~~are~~^{is} to define the function of the Coeur d'Alene Government/Public Education Cable Access Channel. ~~[- (Coeur d'Alene City TV (CDATV))]~~ provide direction to City Staff, and assist the public in understanding the services offered by CDATV.

II. MISSION AND GOALS FOR CDATV

- A. CDATV is designated as a government/public education channel, as provided for in the 1994 Cable Act and the franchise agreement between the City of Coeur d'Alene and Adelphia (now Charter Communications and regulated under a state franchise agreement dated September 11, 2014) pursuant to Ordinance No. 3161, originally adopted January 20, 2004. To provide clarity to the community, this channel is not utilized for general public access purposes. Public Access, as defined by the Federal Communications Commission (FCC), is a channel used by the general public. Educational Channels are used by Education Institutions for educational programming and Government Channels are used for local government programming and controlled directly by the local government.
- B. The mission of CDATV is to enhance the community's^{ies} public information and communications system, involve the community in local government decision making, and provide useful local government/public education information to general and specialized audiences.

III. CHANNEL PROGRAMMING

- A. Programming Responsibility
1. The City of Coeur d'Alene reserves the right to program CDATV Channel in accordance with the objective identified above.
 2. The City of Coeur d'Alene shall follow FCC guidelines for government/public education television.
 3. The City Television Coordinator shall make all initial programming decisions.
 34. ~~As appropriate any~~An aggrieved person may appeals~~of~~ programming decisions, ~~shall be filed within writing, to~~ the City Clerk within ten (10) days of the decision. ~~If unable to resolve,~~The decision of the City Clerk may be appealed~~s may be forwarded~~ to the CDATV Committee ~~for a final decision~~ within ten (10) days of the Clerk's decision by a written notice of appeal. Any person aggrieved by ~~a final~~the determination of the CDATV Committee, ~~shall have the right to~~

~~Further~~may appeal to the City Council, in writing, within ten (10) days of the Committee's decision. The decision of the City Council shall be final.

B. Programming Categories

All programming on CDATV shall fall within at least one of the following categories:

1. Governmental Decision Making: Programming which provides direct coverage of the deliberations of elected or appointed bodies, as well as coverage of selected public issues forums. Examples of programming in this category include:

- City Council Meetings
- Election Coverage
- Board and Commission Meetings
- Public Issue Forums

2. Community Information/Affairs: Programming that provides information about City government, coverage of selected public issues forums, or issue of local interest in Coeur d'Alene. Examples include:

- Crime Prevention
- Environmental Issues
- Public Safety
- Neighborhood Information

3. Cooperative/Community Programming: Programming produced or provided in cooperation with other government organizations that contain useful information or that celebrates the achievements and accomplishments of Coeur d'Alene citizens. Examples include:

- School Events/Information (Sponsored by an educational institution or arm of the local government)
- Performing Art (Subject to copyright laws)
- Community ~~R~~Recreation Activities

C. Programming Guidelines

1. All programming on CDATV must be either produced by or approved for use by the CDATV Committee.

2. All programming on CDATV must support the channel's mission and goals.
3. All programming on CDATV must fall within one of the channel's designated categories.
4. All programming on CDATV must be of local interest and provide community benefit.

4. ~~5.~~ All programming on CDATV must adhere strictly to copyright laws and regulations. ~~Where applicable, program submitters may be asked to provide copyright clearance documentation for questionable productions.~~

5. All programming must meet the following minimum broadcast standards. *Sound quality:* Audio levels must be consistent, maintaining levels averaging between -12db & -6db and never to exceed 0db ~~_____~~; *Video quality:* Video levels must be consistent, ~~must include~~ with peak levels never to exceed 100IRE ~~_____~~. Image signal to noise ratio (SNR must be within High Def (HD) standards.- Any material that does not meet these minimum standards may be denied broadcast.

6. The City Television Coordinator, or the City's designee, shall establish allocation of programming time among the designated categories.
7. The City Television Coordinator, or the City's designee, shall consult with City partners submitting ~~School District 274~~ programming to ~~establish-allocate~~ broadcasting time(s) between the City and the program partner ~~School District~~. ~~An aggrieved party may appeal as set out in section III(A)(4) hereof.~~ ~~The City reserves the final authority in scheduling of CDATV programming.~~
8. City Council meetings and other public meetings will be covered, to the extent possible, gavel-to-gavel, without editing or interruption. Introductory or supplementary information, which will aid the viewer in understanding the context or issues, may be provided.
9. ~~Videotaped~~ Media coverage of meetings shall not be considered an official record of said meetings, and there shall be no liability ~~by-on~~ the part of the City or its employees for inadvertent ~~erasures-deletions~~ or omissions, technical difficulties, or for inaccurate information stated during an aired event.

10. The City of Coeur d'Alene shall archive ~~videotapes~~ copies of all meetings for a minimum of one (1) year from the date of production. ~~Tapes may be transferred to VHS/DVD format for storage purposes.~~
11. Any City department may co-sponsor a programming proposal from the community with the approval of the City Television Coordinator, or the City's designee, in consultation with the established chain of command when necessary.
12. The City may cooperate with other media, municipalities and agencies to acquire additional programming, which meets the objectives and goals of CDATV.
13. Public issue forums or debates carried on CDATV must relate to the channel's mission and offer a balanced perspective on the issues.
14. Use of CDATV by individuals seeking public office or reelection is prohibited unless participating in City sanctioned forums or debates or if acting in an official capacity as part of regular duties.
15. Copies of City originated programs are available for viewing online. Copies of program media can be obtained by making a public records request. There may be fees associated with this service. ~~Duplication of tapes of original programming aired by CDATV is possible in certain instances, upon request, for a fee (see City fee schedule), and with the permission of the City Television Coordinator, or City's designee. Duplicates will be made available within two (2) weeks of request and upon payment. One (1) complementary tape copy will be provided upon request to the sponsoring organization of an event.~~
- ~~16. Duplicates of tapes of City Council meetings and other original CDATV programming may be made upon request and with the permission of the City Television Coordinator, for the purpose of lending for a period of 10 days. Duplicates will be made available within two (2) weeks of request. If these tapes are not returned in the agreed upon manner, the loan will be considered a purchase (See Section III. C. 15 of this document), and the user will be billed accordingly.~~
16. All programming produced for CDATV shall be protected from commercial reproduction and may only be reproduced for personal, non-commercial home use by individuals. Retransmission or any unauthorized use of CDATV programming (in part or whole) is strictly forbidden without the written consent of the City.

D. Prohibited Programming

The following types of programming shall be prohibited on CDATV:

1. Programming which does not comply with the mission of CDATV or these guidelines.
2. Programming which violates FCC guidelines for ~~public~~ education/government television including: Commercial/for-profit making enterprises/ trade or business announcements (excluding sponsorship notices and community calendar event announcements), obscene, indecent, libelous or slanderous speech, lottery information or other illegal content.
3. Programming which promotes political candidates, issues or viewpoints except as provided for in City sanctioned debates or forums, or which arises incidentally during a public meeting otherwise broadcast.
4. The City reserves the right to refuse to transmit all or any portion of a program which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.

IV. COMMUNITY CALENDAR

The Community Calendar is designed to provide a source of timely information about a variety of community activities displayed by the CDATV character generator system.

1. Textual information shall be displayed throughout the cablecast area (see Section V) on the cable channel, twenty-four hours a day, seven days a week, except at those times when other programming has been scheduled by the City Television Coordinator, or the City's designee, or the channel is experiencing technical difficulties.
2. The form, the City of Coeur d'Alene TV Message Display Request, must be used when submitting messages for display on the channel. The form can be obtained from the City Television Coordinator at City Hall, City Clerk's Office. The City Television Coordinator or the City's designee will make every effort to include all appropriate messages on the Community Calendar, but inclusion is not guaranteed.
3. School District 271, will collect and screen school messages for inclusion on the Community Calendar, record them on the City of Coeur d'Alene TV Message Display Request form, and submit them to City Television Coordinator or City Clerk.

4. A list of the Community Calendar guidelines is included on the City of Coeur d'Alene TV Message Display Request form. The form can be obtained from the City Television Coordinator or the City Clerk.
5. Should an error result in the cablecast of incorrect information, neither the City of Coeur d'Alene nor the employee/consultant responsible shall be liable for the inaccuracy of the information or for actions taken by anyone as a result of the inaccurate information.
6. The City reserves the right to refuse to transmit all or any portion of a message which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.
7. As appropriate, any appeals of Community Calendar decisions shall be filed with the City Clerk. If the CDA-TV Ad Hoc Committee is unable to resolve the appeal, the appeal(s) may be forwarded to the Coeur d'Alene City Council who will make the final decision.

V. CABLECAST AREA

The Cablecast Area for CDATV will be determined by the franchise agreement. It is the desire of the City that –cable customers within the boundaries of Kootenai County receive the government/public education channel, CDATV.

VI. EMERGENCY RESPONSE

The government/public education channel may be used at any time for the purpose of emergency communication and response. In these cases, direction will be taken from the procedures outlined in the City of Coeur d'Alene Emergency Plan and/or the Kootenai County Emergency Response System.

VII. OPERATIONAL USE WITH COEUR D'ALENE SCHOOL DISTRICT 271

Policies relating to the operation of CDATV resources with the Coeur d'Alene School District are governed by the terms and conditions of the Franchise Agreement; this Operational Policies and Procedures for Coeur d'Alene; and any current or future Statement of Cooperation or Agreement between the City of Coeur d'Alene and Coeur d'Alene School District.

VIII. PROGRAMMING AUTHORITY

The City of Coeur d'Alene reserves the right to refuse a request for cable programming or operations which are illegal under City, State or Federal law or are in violation of the mission and goals of CDATV. The City Clerk shall receive written disputes or appeals regarding such requests.

IX. REVISIONS TO OPERATIONAL POLICIES AND PROCEDURES

The City of Coeur d'Alene may ~~only~~ modify these policies and procedures through recommendation of the CDATV Committee and/or city staff, with the approval of City Council. ~~The City and any of its partners shall review Agreements, the Operational Policies and Procedures, and the Statement of Cooperation by May 1 of each year.~~

GENERAL SERVICES

DATE: June 10, 2019

FROM: Renata McLeod, Municipal Services Director/City Clerk

SUBJECT: CDA TV Production Services with Bunkhouse Media

DECISION POINT:

- Approval of a Professional Services Agreement with Jeff Crowe (d/b/a Bunkhouse Media) for the City's television operation/production services.

HISTORY:

The City's current contract with Mr. Crowe will expire on August 19, 2019. Mr. Crowe has been providing CDATV Channel services since 2009. The City has received many accolades for its professional Public Education Government Channel programming and has grown its partnerships with North Idaho College, City of Hayden, Panhandle Health District, and the School District under the leadership of Mr. Crowe. The proposed Agreement is for one year with four additional one-year term renewals with the remaining components of the contract unchanged from the previous contract. The scope of services has been updated to reflect today's operations. Idaho Code 67-2803 exempts this type of professional service from competitive bid. Over the year's Mr. Crowe has proven to be a leader in the video industry and has assisted several city partners, such as the School District and Kootenai County with establishing their production facilities.

FINANCIAL ANALYSIS:

The previous contract based the annual increase on the April CPI (Consumer Price Index). This contract simply provides a 2.5% increase, in concert with other negotiated labor agreements.

PERFORMANCE ANALYSIS:

By continuing to engage the services of Jeff Crowe the City will continue its production professionalism and retains leadership for the future of the City's television channel.

DECISION POINT/RECOMMENDATION:

- Approval of a Professional Services Agreement with Jeff Crowe (d/b/a Bunkhouse Media) for the City's television operation/production services.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
JEFF CROWE
for
MULTI-MEDIA SERVICES

THIS agreement, made and entered into this ____ day of _____, 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **JEFFREY D. CROWE** (d/b/a **Bunkhouse Media**), hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Employment of Consultant.

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services set forth in this agreement.

Section 2. Scope of Services.

A. Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. Consultant shall coordinate the performance of the services listed on Exhibit "A" with the City Clerk who shall serve as the City liaison for this agreement. Additionally, the Consultant shall work collaboratively with the City of Coeur d'Alene CDATV Committee. Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City. Consultant shall not delegate duties, or otherwise subcontract work or services under this agreement without the prior written approval of the City. The City will make the final decision on productions to be undertaken and programs to be aired and is solely responsible for the content of all programming aired.

Section 3. Independent Contractor.

The parties agree that Consultant is the independent contractor of City and in no way an employee or agent of City and is not entitled to workers compensation or any benefit of employment with City. City shall have no control over the performance of this agreement by Consultant or its employees, except to specify the time and place of performance. City shall have no responsibility for security or protection of Consultant's supplies or equipment. If the City designates the City Hall Parking Facility as a paid parking facility, Consultant shall be provided three (3) courtesy parking passes.

Section 4. Worker's Compensation.

The Consultant agrees to maintain Worker's Compensation coverage during the term of this agreement as required by Idaho Code Section 72-101 through 72-806 or to provide the City with written proof that Consultant is exempted from the requirement of carrying Worker's Compensation coverage. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Term of Agreement.

The initial term of this agreement will begin October 1, 2019 and end on September 31, 2020. Project deliverables shall be completed in a timeframe as agreed upon by the parties, in accordance to the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A." The City liaison will schedule meetings with Consultant for progress updates and schedule reviews as needed.

Section 6. Renewals.

This agreement will automatically renew for up to four (4) additional one (1) year terms unless either party gives the other party written notice at least ninety (90) days prior to the end of the current term of their desire to terminate this agreement. All provisions of this agreement will remain in effect, unless otherwise amended as allowed by this agreement, for all renewal terms. Effective October 1, 2019, and in each of the subsequent five (5) years of the contract, the City will provide a cost of living increase of 2.5%. Negotiated renewals must be completed prior to the end of any existing period of this agreement.

Section 7. Compensation.

A. City agrees to pay Consultant as compensation the sum of \$8,555.37, per month which shall be payable once each month. Consultant must submit an invoice for service on the Wednesday preceding the third Tuesday of each month, with payment to be received on Wednesday following the third Tuesday of each month.

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

Section 8. Termination of Agreement.

A. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, reports, production components and media, or other material prepared by the Consultant under this agreement shall, at the option of the City, become the property of the City.

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

C. Compensation Upon Termination. Upon an early termination of this agreement the final compensation amount shall be determined by dividing the monthly payment amount by the number of days in the final month of performance divided by the actual number of days of the month prior to the termination date.

Section 9. Interest of Members of City and Others.

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

Section 10. Interest of Consultant.

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

Section 11. Intellectual Property.

The City shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by the City or that are developed by the Consultant during the course of the provision of the services under this contract related to the scope of services. To the extent that Consultant may include, use or provide proprietary information or other protected materials belonging to the Consultant, the Consultant agrees that the City shall be deemed to have a fully paid up license to make copies of the Consultant owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the City without the written permission of Consultant.

Section 12. Audits and Inspection.

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

Section 13. Jurisdiction; Choice of Law.

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

Section 14. Non-Waiver.

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

Section 15. Permits, Laws and Taxes.

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

Section 16. Relationship of the Parties.

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

Section 17. Integration.

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

Section 18. Modifications.

The City and Consultant may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.

Section 19. Hold Harmless.

The Consultant agrees to indemnify, defend and hold the City, its officers, agents and employees harmless from any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement in any way whatsoever.

Section 20. Standard of Performance and Insurance.

A. The Consultant shall maintain automobile liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession.

C. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty- (30) days written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

JEFFREY D. CROWE d/b/a Bunkhouse
Media

Steve Widmyer, Mayor

Jeffrey D. Crowe

ATTEST:

Renata McLeod, City Clerk

-

EXHIBIT “A”

SCOPE OF SERVICES

The Consultant shall insure that all services relating to the operation of CDA TV, are timely, specifically, but not limited to: the live broadcast of City meetings including City Council, Planning Commission, Parks and Recreation Commission, General Services and Public Works. Additional regular programs to include the Mayor’s show, ignite CDA Board Meetings and public service announcements. The City Clerk will determine production priorities when/if time conflicts arise.

The Consultant shall be responsible for:

- Organizing, scheduling, and production of City programming on CDA TV
- Coordinate, broadcast and record live government meetings, hearings and town-hall type meetings
- Produce, edit, and rebroadcast government meetings and hearings
- Production of public service announcements and informational bulletin board
- Provide guidance to educational, civic organizations and city-wide departments to seek education, government and other public informative broadcast materials
- Make professional technical recommendations for the operations and production quality standards of the cable channel, including but not limited to equipment upgrades
- Research additional programming with content in keeping with the CDA TV mission
- Maintain programming schedule on CDA TV website
- Work with City Departments and City affiliated organizations to develop programming.
- Live Streaming

The City requires the following tangible documents be created and provided the City as they relate to the operations and procedures of the government channel:

- Schematics of the equipment in the City cable studio, as upgrades and changes are made
- Step-by-step procedures manual in how to operate the studio for the production of live broadcasts, for recording live meetings or hearings, for the creation and broadcast of the informational bulletin board
- Implementations and phasing for future equipment upgrades (as approved and budgeted by the City)
- Complete and accurate inventory of all equipment and supplies in the studio
- Provide monthly activity logs to the Cable TV Committee

All services shall be in accordance to the Policies and Procedures adopted by the City of Coeur d’Alene

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: June 10, 2019

FROM: James Remitz, Capital Program Manager

SUBJECT: Approval of Agreement for Professional Services with Architects West, Inc. for the Design of Renovations to the Advanced Wastewater Treatment Facility Operations Building

DECISION POINT: Should the City Council approve an agreement with Architects West, Inc., for the design of renovations to the Operations Building located within the Coeur d'Alene Advanced Wastewater Treatment Facility (AWTF)?

HISTORY: The Operations Building, within the City's AWTF, was originally constructed in 1972, and underwent an expansion in 1987. The facility is reaching the end of its useful life and is in need of improvements and renovations. This project has been previously identified in the Wastewater Department Capital Improvement Plan (CIP). It is anticipated that ventilation improvements, roofing improvements, electrical upgrades, building code upgrades, and various interior finish improvements will be required. A detailed scope of the improvements/renovations will be developed and the design of the improvements/renovations (bid ready construction documents) will be accomplished under this agreement.

FINANCIAL ANALYSIS: The contract amount for this professional services agreement is not to exceed \$ 168,000. Funds for this proposed professional services agreement are available in the current (FY 18-19) Wastewater Operating Fund in account # 031-022-4354-7300.

PERFORMANCE ANALYSIS: The Wastewater Department solicited Statements of Qualifications for these professional architectural services in accordance with Idaho Statute 67-2320 and City of Coeur d'Alene Procurement Policy (Res. 16-045). The selected consultant, Architects West, Inc., has the ability, experience and qualifications to successfully assist the Wastewater Department in this planning and design effort. A copy of the proposed agreement, scope of services, and fee estimate is attached.

DECISION POINT/RECOMMENDATION: The council should approve and authorize the Mayor to execute the Agreement for Professional Services between the City of Coeur d'Alene and Architects West, Inc., for the design of renovations to the AWTF Operations Building.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

ARCHITECTS WEST, INCORPORATED

For

ARCHITECTURAL SERVICES FOR

RENOVATIONS TO THE AWTF OPERATIONS BUILDING

THIS Agreement is made and entered into this ____ day of _____, 2019, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and Architects West, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 210 E. Lakeside Ave., Coeur d'Alene, ID 83814, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

Section 1. Definitions. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Architects West, Incorporated.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

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

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

C. The Consultant agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed on or before August 1, 2020. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum as set forth in Exhibit "A" attached hereto and incorporated herein by reference for services required by this agreement.

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

C. Total compensation for all services and expenses for the term of this agreement shall not exceed \$ 168,000.

Section 7. Method and Time of Payment.

A. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 and Exhibit "A" which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City.

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

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

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

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender

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

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

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

Section 13. Assignability.

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

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

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

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

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

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

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

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

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

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

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

Section 23. City Held Harmless.

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

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

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

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

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

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been

negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 26. Non – Discrimination.

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

A. The Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d’Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Title 9, Chapter 9.56, Coeur d’Alene City Code.

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

D. The Consultant shall provide all information and reports required by Title 9, Chapter 9.56, Coeur d’Alene City Code or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency to be pertinent to ascertain compliance with such orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Coeur d’Alene, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Consultant's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

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

The Consultant shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

CITY OF COEUR D'ALENE

ARCHITECTS WEST INC.

Steve Widmyer, Mayor

Scott P. Fischer, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

June 5, 2019

City of Coeur d'Alene Wastewater Department
Attn: Mr. Jim Remitz, Capital Program Manager
1080 Hubbard
Coeur d'Alene, ID 83814

RE: ARCHITECTURAL SERVICES FOR RENOVATIONS TO THE OPERATIONS BUILDING
PROJECT SCOPE AND FEE PROPOSAL

Dear Jim:

Thank you again for the opportunity to provide you and the City of Coeur d'Alene Wastewater Department with architectural services for renovations to the Operations Building. Based on the request for Proposal, dated May 2, 2019, and subsequent conversation with yourself and Mike Anderson during our meeting on May 29, 2019, regarding consultant services for this project, Architects West (AW) offers the following Project Scope and Fee Proposal for your consideration.

Phase 1: Existing Building Conditions Assessment

- A. Request Owner schedule and perform a Hazardous Material Survey of the structure (outside of contract with AW)
- B. Assemble consultant team of structural, mechanical, and electrical engineers to perform a walk-through of the existing facility to assess the current conditions of systems.
- C. Formulate a report and recommendations based on findings from the walk-through assessment and present to Wastewater Department.

Phase 2: Space Needs Assessment/Programming

- A. Conduct staff interviews for administrative office space, control room, operations, locker rooms/shower facilities, storage, scada, and workshop space requirements.
- B. Create existing as-built drawings: Draft the existing structure using drawings provided by Owner of original construction; measure the areas where known modifications have occurred and verify dimensions from original drawing with actual structure; reconcile differences.
- C. Review the existing comprehensive plan for the Advance Wastewater Treatment Facility for any planned facility expansion criteria. Compare comprehensive plan with facility expansion criteria. Engage Dave Clark and Dan Harmon of HDR to obtain feedback.
- D. Generate a report for staff review of anticipated space needed.
- E. Finalize space needs assessment report and program incorporating any final comments and/or requirements in the feedback.

Mr. Jim Remitz
June 5, 2019
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Phase 3: Design

- A. Utilize the report and program generated at the end of Phase 1 to begin developing Schematic Floor Plan(s) and present for discussion and selection.
- B. Conduct a thorough code analysis, ordinances, restrictions (area and height, etc.) and site constraints (setbacks, utilities, etc.).
- C. Revise the selected Schematic Floor Plan to address comments from initial design presentation. Create Schematic Building Elevation(s) for review, discussion, and decisions on the desired design direction.
- D. Upon approval of the Schematic Design, AW will further develop design selecting and incorporating materials and collecting material cut sheets to review with AWTF's Project Manager.
- E. Engage our consultants to begin design and incorporation of their systems with the architecture working through any design system conflicts.
- F. Present the Design Development Documents for review and discussion. These documents will incorporate the finalized materials selected previously and have the various systems developed.
- H. Upon receipt of a written authorization of approval of the Design Development Documents, our team will prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the approved design.
- I. AW will deliver the Construction Documents to AWTF for submittal to the City of Coeur d'Alene Building Department for permit and to solicit bids from General Contractors.

Scope of Services Proposal:

This Scope of Services includes Architectural, Civil, Structural, Mechanical, and Electrical Engineering services from Building Assessment through Construction Documents.

Services not included: Hazardous Materials Survey, Geotechnical Investigation and Report, Site Survey, submittal for Building Permit, Bidding, Contract Negotiations, Construction Administration, and Project Closeout.

Fee Schedule:

Architects West proposes to provide Phases 1, 2, & 3 services described above for a lump sum fee of \$168,000.00. The fee structure is as follows:

Phase 1: Existing Building Conditions Assessment (5%)	\$8,400
Phase 2: Space Needs Assessment/Programming (5%)	\$8,400
Phase 3: Design (90%)	\$151,200
Total Fee:	\$168,000

Reimbursable Expenses:

These include actual expenditures made by the Architect and Consultants in the interest of the project, such as mileage and reprographics, and will be billed at cost plus 10%.

Mr. Jim Remitz
June 5, 2019
Page 3 of 3

Jim, this Proposal follows the format established in the Request for Proposal. Please contact me if you have any questions. If this proposal is acceptable, we will prepare a draft AIA Contract Document for your review and authorization.

Thank you for the opportunity to prepare this Scope of Services Proposal to the City of Coeur d'Alene. We look forward to a successful project.

Sincerely,

ARCHITECTS WEST, INC.



Ryan M. Johnson, AIA
Project Architect



Scott P. Fischer, AIA
Principal

RJ:kah

Administration Department
Staff Report

DATE: June 10, 2019
FROM: Troy Tymesen, City Administrator
SUBJECT: Leasing of the City owned parking lots and parking structure to the Coeur d'Alene Chamber of Commerce on the 4th of July

DECISION POINT:

To lease the City owned parking lots and parking structure to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

HISTORY:

In the past the City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. This proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned parking spaces from the City for \$9.00 per space. This is the same charge as last year.

It is anticipated that this lease will generate approximately \$10,400 to the City's parking fund. The Chamber is proposing to charge \$20.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for over 20 traffic flaggers. This will be the eighth year of this partnership.

FINANCIAL ANALYSIS:

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. Income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. The Chamber anticipates that the 4th of July event parking gross income should be approximately \$12,000.00 which would be used to defray the cost of the community fireworks display. This proposal includes the following parking facilities: McEuen, Museum, Memorial Field and the new shared used parking lot, Independence Point, as well as the upper Library lot, the paved lot south of City Hall and the Coeur d' Alene Avenue Parking Garage. The Police Department will be at Independence Point with the mobile command center.

PERFORMANCE ANALYSIS:

The revenue generated by this partnership would go to a dedicated fund for the community fireworks. The Chamber does not have a direct method to collect funds for this annual celebration.

DECISION POINT:

To lease the City owned parking lots and parking structure to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

CITY COUNCIL
STAFF REPORT

DATE: June 5, 2019

FROM: Lee White, Chief of Police

SUBJECT: Purchase of Police Radios and Police Vehicles

Decision Point: The Police Department requests authorization to make a sole source purchase of 20 Motorola portable radios and four mobile radios from Motorola Solutions, and also purchase two investigations vehicles.

History: The police department uses several different Motorola models of portable radio: The XTS 1500 and XTS 2500 and the APX 1000, 4000, and APX 6000. The Police Department has a total of 44 old radios that need to be replaced; this request is to replace 20 of those.

In the mid 2000's emergency services were required to move to a P25 compliance standard set forth by the Federal Government. The Coeur d'Alene Police Department purchased the XTS series radios in 2008. The XTS 1500 radios are old, suffer from transmission strength issues, and cannot be encrypted so they do not get all of our channels. The APX 1000 radios suffer from strength and encryption issues in addition to not being user friendly.

We have replaced some of our radios through the regular budget process and purchased many through grant opportunities. However, we are at a point now where no additional grants are available and we need to replace this vital piece of police safety equipment. This request for twenty radios will still leave us with twelve sworn members and twelve support staff with old equipment. The Police Department will budget for twelve of those radios in the upcoming fiscal year.

In addition to the portable radios, we also have four vehicles that do not have a police radio. Although we have attempted to move radios out of one vehicle and into another, over time this has left us with some old, unusable equipment and vehicles without radios.

The request for a sole source purchase under Idaho Code § 67-2808 is based on the following: The Coeur d'Alene Police Department utilizes the Kootenai County Communications Center for radio communications. The trunking system we utilize is administered by Kootenai County employees. All equipment in use is optimized for Motorola radios. Department personnel have used Motorola equipment for years, have confidence in their products, and personnel have been trained in the maintenance, programming, and encryption of Motorola radios. Changing to a different radio system would mean additional expense in training our personnel to maintain the same level of support. Currently employees of Kootenai County assigned to communications can assist us with technological issues that are greater than what we can handle, but they can do so

only with Motorola products. They do not have the same familiarity with other radios and cannot guarantee all features will work with other manufacturer radios. Finally, changing to a different radio manufacturer will also result in additional costs, including new digital encryption tools (usually in the thousands of dollars to replace), OTAP (Over the Air Programming) servers, programming software, and hardware including cables, connectors, and other equipment to maintain connectivity with Kootenai County's system. Additional gateways may also be needed to connect to the system if another manufacture were to be chosen. The gateways would need to be authorized by the 9-1-1 Advisory Board along with any other hardware that needs to be attached to the system. These considerations are paramount in the Department's decision to purchase replacement radios. Motorola Solutions sets the price for all Motorola radios and licenses local agents to complete sales. These Motorola radios are not available from any other vendor. Legal has verified that these reasons justify a sole source purchase from Motorola Solutions.

Separately, the Police Department requests permission to purchase two vehicles. Several unmarked vehicles in our fleet have very high mileage and are in varying states of disrepair and mechanical failure. This request is to replace two investigations vehicles; one has over 175,000 miles and is in poor shape mechanically and the other is an old patrol vehicle with 123,500 miles and major mechanical issues.

Financial Analysis: The cost for one APX 6000 is \$4839.45; replacing twenty (20) radios will cost \$96,789. The cost of the new radios includes factory programming, encryption capabilities, and accessories such as batteries, chargers, and microphones that are needed to place the radios into service. The Department will also need two "bank" battery chargers at a cost of \$1004 each. The cost of four (4) mobile radios is approximately \$18,000.

The total cost for the radio proposal is \$116,797.

Current quotes have the price of vehicles suitable for our needs at approximately \$42,500 each including police radio (separate from the request above), emergency lighting, and other emergency equipment. We will attempt to purchase at least one of the vehicles from the state contract, however dealerships have been unable to guarantee that the vehicle would arrive during the current FY as state bid vehicles take about twelve weeks to purchase.

The total cost for the vehicle proposal is \$85,000.

It is anticipated that the Police Department will have adequate funds in the current budget to cover the expected total of \$201,797 for this request due to savings from vacant positions.

Decision Point: The Police Department requests authorization to make a sole source purchase of 20 Motorola portable radios and four mobile radios from Motorola Solutions, and also purchase two investigations vehicles.