



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

GENERAL SERVICES/PUBLIC WORKS COMMITTEE

with

Council Members Wood, Evans, English

March 13, 2023, 12:00 p.m.

Library Community Room

702 Front Avenue

AGENDA

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

- Item 1 Request Approval of an Agreement with Davis Enterprises Inc., d/b/a Live After 5, for the McEuen Park Concert Series – Director Bill Greenwood, Parks and Recreation Department.
- Item 2 Request Approval of a Lease Agreement with Scenic Adventure Flights LLC., d/b/a Brooke's Seaplane Service (Shane Rogers) – Director Bill Greenwood, Parks and Recreation Department.
- Item 3 Request Acceptance of Bid and Award a Contract to LaRiviere, Inc., for the Open Trench Pipe Construction (C-2) project, in the amount of \$1,088,674.50 – Utility Project Manager Larry Parsons, Wastewater Department.
- Item 4 Request Acceptance of Bid and Award a Contract to Dardan Enterprises, for the Operations Building Remodel project, in the amount of \$1,636,702.00 – Capital Program Manager Mike Becker, Wastewater Department.

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.

- Item 5 Request the Approval of the Purchase of a ChemScan UV-4200 Process Analyzer from ChemScan, Inc., in the amount of \$58,106 – Assistant Superintendent Ben Martin, Wastewater Department.
- Item 6 Request Acceptance of Bid and Award a Contract to North Fork Land Development LLC, for the Riverstone Water Loop Improvements project, in the amount of \$56,243.18 – Assistant Superintendent Kyle Marine, Water Department

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.

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

DATE: MARCH 13, 2023

FROM: BILL GREENWOOD, PARKS & RECREATION DIRECTOR

**SUBJECT: DAVIS ENTERPRISE INC., D/B/A LIVE AFTER 5, AGREEMENT
(CITY COUNCIL ACTION REQUIRED)**

DECISION POINT:

Should the General Services Committee recommend that Council approve this five-year agreement with Davis Enterprises Inc.. d/b/a Live After 5, for the Live After 5 Concerts at McEuen Park?

HISTORY:

Davis Enterprises Inc., d/b/a Live After 5, has been operating and producing Live After 5 concerts in McEuen Park since 2017 with great success and the concerts have been well received by the community. The concert performances are on Wednesday evenings beginning the first week of June through the first Wednesday in September.

FINANCIAL ANALYSIS:

The City of Coeur d'Alene does not have any financial outlay for Live After 5 concerts. Thirty days prior to the first concert, Davis Enterprise will pay the Parks and Recreation Department \$1,200.00 for each of thirteen (13) concerts for a total of \$15,600.00, together with an annual \$5,000 security deposit for the years 1-5. The fee will increase each subsequent year of the contract to account for inflation. The funds received for the concerts go into parks capital improvements.

PERFORMANCE ANALYSIS:

Attached is the agreement for Live After 5. The agreement spells out the responsibilities and expectations and responsibilities for Live After 5 and the City. With the success of the concerts, the Parks Department is comfortable entering into this updated agreement. Davis Enterprises will comply with all Police and Fire Department requirements.

RECOMMENDATION:

The General Services Committee recommends to City Council to approve this five-year agreement with Davis Enterprise Inc., d/b/a Live After 5, for the Live After 5 Concerts at McEuen Park.

WEEKLY CONCERT SERIES AGREEMENT

THIS WEEKLY CONCERT SERIES AGREEMENT is made and entered into this ____ day of _____, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called the "City," and **DAVIS ENTERPRISES INC., d/b/a LIVE AFTER 5**, an Idaho corporation with its principal place of business at 4576 West Greenchain Loop, #7, Coeur d'Alene, Idaho 83814.

WITNESSETH:

WHEREAS, Davis Enterprises Inc., d/b/a Live After 5, (hereinafter "Davis Enterprises") owns and operates "Live After Five," which has been held at McEuen Park (the "Park") for several years; and

WHEREAS, Davis Enterprises' Live After Five may include, but will not be limited to, arts and craft vendors, alcohol vendors, food vendors, and entertainers; and

WHEREAS, Davis Enterprises' Live After Five is a weekly concert series held during the summer on Wednesday evenings at the Park; and

WHEREAS, three of Davis Enterprises' Live After Five concerts in 2023 may be ticketed events with a maximum occupancy of 6,000 attendees. Entertainers for the large ticketed events must have prior approval by the Parks & Recreation Department. For these ticketed concerts Davis Enterprises may begin setting up in the Park on Tuesdays at 8:00 a.m. and have until Thursdays at 5:00 p.m. for tear down.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, Davis Enterprises is awarded this Agreement according to the terms set forth herein and under the penalties expressed herein.

Section 1. Recitals Incorporated and Definition: The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement. For purposes of this Agreement, the parties agree that the term "employee" shall include owners and board members of Davis Enterprises, subcontractors, and any volunteers that would assist them during the event.

Section 2. Community Relations: Davis Enterprises agrees that they, their employees and/or subcontractors will be courteous and informed about the community and will assist with questions from tourists and other Park users.

Section 3. Appropriate Attire: Davis Enterprises agrees its employees and/or subcontractors shall be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo. Approval of dress must be received from the Parks & Recreation Director. The Parks & Recreation Director's approval will not be unreasonably withheld. This requirement does not apply to entertainers, food vendors, arts and craft vendors, and alcohol vendors.

Section 4. Staffing: Davis Enterprises agrees the event will be staffed by at least six employees and/or subcontractors from set up through tear down of equipment. At least four of the staff for the concerts are required to be legitimate, licensed and bonded security personnel, the other two are to be employees or representatives of Davis Enterprises.

Section 5. Health Permit: Davis Enterprises agrees that all food vendors are to obtain a health permit as required by law for a food concession that may be part of the event. The permit must be placed in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. The intentional or reckless failure of Davis Enterprises to require all food vendors to obtain the required health permit may result in the City revoking the permit for one or more events. The purpose of the permit is to protect the public.

Section 6. Food and Alcohol: Davis Enterprises may allow the sale of all foods within the scope of any required health permit. Alcohol service must end by 8:30 pm, unless otherwise permitted for larger acts.

Section 7. Non-food Items: Davis Enterprises agrees to review all requests for items to be sold at the event and not allow items that may be deemed to be dangerous or illegal.

Section 8. Waiver: Davis Enterprises understands and agrees that, during the term of this agreement, the City or agents of the City may commence projects or may need to undertake unforeseen or emergency repairs involving downtown public properties, including the Park and/or its amenities, that may require the City to cancel one or more concerts, pursuant to the notice provision in Section 20 below entitled "Notice." In such event, the City will make every reasonable effort to determine an alternate venue for the event or concert(s) affected thereby. Davis Enterprises specifically waives any claim as to lost profits or business interruption, or consequential damages, while such work is being performed, and shall hold the City harmless from any claim by a third party arising out of the cancellation or moving of a concert caused by unforeseen or emergency work.

Section 9. Negligent or Wrongful Acts: Davis Enterprises agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Davis Enterprises, its agents, employees, or subcontractors. Davis Enterprises further agrees, at Davis Enterprises' sole cost, to defend the City against all claims arising out of this Agreement, including any claims resulting from the operation of Davis Enterprises or in connection with the negligent or wrongful acts, errors and omissions of Davis Enterprises, its agents or employees.

Section 10. Site Specifications: Davis Enterprises agrees to the following site specifications, in the area noted on Exhibit A:

- A. Arts and craft booth size is 10 ft. X 10 ft.
- B. Allowed heat source: propane or whisper quiet generator.
- C. At least 4 porta-potties are required to be onsite throughout the concert

series.

D. Allowed cooling source: battery, ice, propane, or whisper quiet generator.

E. All food concessions must be self-contained. Ice chests, canisters, etc., cannot be stored next to cart.

F. All food concessions must be maintained according to Panhandle Health sanitation standards throughout the event.

G. Food concession booth size is 10 ft. X 20 ft.

H. Davis Enterprises and all vendors are responsible for cleanup of their area prior to and after the event.

Section 11. Term: The City shall grant an event permit to Davis Enterprises for every Wednesday, beginning the first Wednesday in June and ending the first Wednesday of September, for events to be held in McEuen Park for the years 2023-2027, (the “Initial Term”). At the conclusion of the Initial Term, Davis Enterprises may, at its option, renew this Agreement for an additional period of five (5) years, for the years 2028-2032 (the “Renewal Term”). The Initial Term and the Renewal Term are collectively referred to as the “Term.” The use of Davis Enterprises of McEuen Park, except for the area indicated on Exhibit “A” shall not be exclusive.

Section 12. Consideration: Davis Enterprises shall, in consideration of the permit to operate and maintain said event at the Park, pay the Parks & Recreation Department an annual refundable deposit of Five Thousand and no/100 Dollars (\$5,000.00) each year prior to the start of the season, and One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per concert (the “Permit Fee”), and, for the three big ticketed shows annually, an additional impact fee of \$5 per ticket sold. Consideration after the initial five (5) years will increase in year six (6) and seven (7) to One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per concert, and to Two Thousand and no/100 Dollars (\$2,000.00) in years eight (8), nine (9), and ten (10), plus the same impact fee for the big ticketed shows. The Permit Fee includes Park use, staff time, and required alcohol permit; alcohol security is to be paid for and obtained by Davis Enterprises for each concert. The permit fee and refundable deposit must be paid in full within 30 days before the first event each year. The additional impact fee collected per ticket will be held in escrow by the ticketing company and paid to the Parks & Recreation Department upon completion of the event. The deposit is fully refundable if no additional fees or penalties are assessed during the Live After Five concert series, and if there is no damage to City property, normal wear and tear excepted. Davis Enterprises also agrees to cover porta-potty fees as they relate to use of the Park on Wednesday evenings during the concert series.

Section 13. Other Laws: Davis Enterprises agrees that, in its exercise of its rights and performance of its duties under this Agreement, it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations that may apply to Davis Enterprises’ use of the Park. As a part of this Agreement, the City will disclose all local laws that pertain to Davis Enterprises’ use of the Park under this Agreement, but the City’s failure to

disclose will not excuse or waive compliance with City Code.

Section 14. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. An annual \$100 Fire Department inspection fee will be charged to Davis Enterprises for booth inspection, including food and non-food booths.

Section: 15. Glass Containers: Davis Enterprises agrees not to dispense drinks in glass containers or allow vendors to dispense drinks in glass containers.

Section 16. Non-transferable: Davis Enterprises also agrees and understands this Agreement cannot be transferred to another host/sponsor without permission of the City.

Section 17. Parking: Davis Enterprises agrees to park in lawfully designated parking spaces. With the exception of five (5) approved vehicles, neither Davis Enterprises nor its agent(s) or vendors shall park vehicles adjacent to the concessions, arts and craft booths, or entertainment areas for longer than 90 minutes; PROVIDED, this restriction shall not apply to food trucks or display vehicles operating for purposes of a concert.

Section 18. Event Information: Davis Enterprises agrees it will meet with the Parks & Recreation Department at least 60 days prior to the first event in each calendar year, and at other times as may be requested by the Parks & Recreation Department, to review access for the vendors, entertainers, site layout, and any potential changes in the event venue. Access generally relates to vehicle access prior to the event for setting up and taking down. Specific access points will be identified and monitored by the Parks & Recreation Department so the event does not cause unnecessary damage or wear and tear to the Park. Davis Enterprises will meet with the Parks & Recreation Department at least one week before the first event in each calendar year to review final details. Except for the ticketed events, Davis Enterprise may begin setting up for the event as early as 8:00 a.m., each Wednesday and the event shall be open to the public by 5:00 p.m. each Wednesday. Music and amplification of sound must end by 9 pm. Fencing and larger items may be removed from the Park the next morning. Failure to comply to sound/amplification ending by 9 pm, may result in the assessment of a civil penalty of Five Hundred and no/100 Dollar (\$500.00) per occurrence. Amplification for large ticketed events may go until 10 pm. If Davis Enterprises hosts an act/artist that is known to draw a large audience (and is not considered one of the big ticketed shows) of 2,500 or more spectators, the City may assess a large event impact fee not to exceed One Thousand and no/100 Dollars (\$1,000.00).

Section 19. Forfeiture of Permit: It is understood that time is of the essence and, should Davis Enterprises fail to perform any of the material covenants herein required of it, the City may declare the permit forfeited. However, before declaring such forfeiture, the City shall notify Davis Enterprises in writing of the particulars in which the City deems Davis Enterprises to be in default and Davis Enterprises will have seven (7) days to remedy the default.

Section 20. Notice: Any notice, including notice of default resulting from failure to perform, shall be made in writing and delivered via Certified United States Mail addressed to Davis

Enterprises at the address above, with proper postage affixed; notice shall be deemed received upon actual receipt by Davis Enterprises. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 21. Confidentiality: The City acknowledges it may have access to Davis Enterprises' business information, strategies, and concert schedules ("Confidential Information"). The City agrees that its access to Davis Enterprises' Confidential Information will be used only for permitting and scheduling purposes. All such information will be treated in a strictly confidential manner and will only be disclosed to City employees or contractors on a need-to-know basis. The City further agrees that it shall not disclose Davis Enterprises' Confidential Information to any third party.

Section 22. Exclusivity. The City agrees that during the Term of this Agreement, Davis Enterprises shall have the sole and exclusive right to produce and host a weekly concert series in McEuen Park on Wednesday evenings. Nothing herein shall prevent the City from permitting a one-time event, including a concert, to be held in McEuen Park other than on a Wednesday from June through the first week in September. Further, nothing herein shall prevent the City from permitting regular or weekly events in McEuen Park, other than on Wednesday evenings, which are not concerts, which are community events sponsored by the City or a non-profit organization, or which otherwise do not conflict with Davis Enterprises' use of the Park.

Section 23. Entire Agreement: This document constitutes the entire agreement between the parties with respect to Property and may not be amended or otherwise modified except by the express written agreement of the parties. Any future agreements between the parties related to Davis Enterprises' use of the Park shall be incorporated as addenda to this Agreement.

Section 24. Attorney Fees: If any party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorney's fees and costs, said sum to be fixed by a court of competent jurisdiction.

Section 25. Insurance: Davis Enterprises, shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code § 6-924.

Section 26. Governing Law, Jurisdiction, and Venue: This Agreement shall be interpreted under the laws of the State of Idaho. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the First Judicial District, District Court in Kootenai County, Idaho. Each party specifically submits themselves to the jurisdiction to said Court and waives any objection to venue.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of said City, and Davis Enterprises have caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

DAVIS ENTERPRISES INC.

By: _____
James Hammond, Mayor

By: _____
President

ATTEST:

ATTEST:

By: _____
Renata McLeod, City Clerk

By: _____
Secretary

Exhibit A

Live After Five Concert Series will operate within the boundaries of the grassy area marked below in red.



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

DATE: MARCH 13, 2023
FROM: BILL GREENWOOD, PARKS & RECREATION DIRECTOR
SUBJECT: BROOKE'S SEAPLANE LEASE AGREEMENT
(CITY COUNCIL ACTION REQUIRED)

DECISION POINT:

Should the General Services Committee approve this lease with Scenic adventure flights LLC and No Limits Aviation Inc., d/b/a Brooke's Seaplane Service, (Shane Rogers)?

HISTORY:

Brooke's Seaplane Service has been leasing Bay 5 on the commercial dock and providing plane rides over our region for over 30 years and is a favorite attraction with our community and visitors alike. The company has changed hands from the Lunts to No Limits Aviation Inc., d/b/a Brooke's Seaplane Service, and Scenic adventure flights LLC.

FINANCIAL ANALYSIS:

The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock for the first year of the lease, the sum of Seven Thousand Ninety-Nine and 08/100 Dollars (\$7,099.08) payable on April 1, 2023 as follows: Six Thousand Nine Hundred Fifty-Nine and 88/100 Dollars (\$6,959.88), based on a monthly rental of Five Hundred Seventy-Nine and 99/100 Dollars (\$579.99), and One Hundred Thirty-Nine and 20/100 Dollars (\$139.20) which is the 2% fee assessed by the Department of Lands as identified in Section 4, for the period of April 1, 2023, through March 31, 2024. Annual fee increases will be calculated based on the previous years' fee plus the Consumer Price Index (CPI) Western for all urban consumers for the year prior to the lease year. The rent will be payable on or before the first day of April in each succeeding year of the lease.

PERFORMANCE ANALYSIS:

Brooke's Seaplane Service has an existing lease in place through 2022. This new lease with Scenic adventure flights and No Limits Aviation is a five (5) year lease commencing April 1, 2023, and ending March 31, 2028. The Lessee may request in writing a five (5) year extension of this agreement for the period from April 1, 2028, to March 31, 2033, by submitting to Lessor a written request for extension after April 1, 2027, and prior to September 1, 2027.

DECISION POINT / RECOMMENDATION:

The General Services Committee recommends approval of this lease with Scenic Adventure Flights LLC and No Limits Aviation Inc., d/b/a Brooke's Seaplane Service.

LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 2023, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Lessor," and **SCENIC ADVENTURE FLIGHTS LLC and NO LIMITS AVIATION INC., d/b/a BROOKE'S SEAPLANE SERVICE**, with its mailing address as 10390 North Sensor Avenue, Hayden, Idaho 83835, hereinafter referred to as the "Lessee."

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage on the South side of the City Dock, to wit:

THAT SPACE DESCRIBED AS BAY 5 ON THE SOUTH SIDE
OF THE CITY DOCK.

Said bay is depicted on the attached drawings identified as Exhibit "A," and by this reference incorporated herein.

Section 1. Term: The term of this lease shall be five (5) years commencing April 1, 2023, and ending March 31, 2028. Any property left beyond March 31, 2028, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

Section 2. Rental: The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock for the first year of the lease, the sum of Seven Thousand Ninety-Nine and 99/100th Dollars (\$7,099.08) payable as follows: Six Thousand Nine Hundred Fifty-Nine and 88/100 Dollars (\$6,959.88), based on a monthly rental of Five Hundred Seventy-Nine and 99/100 Dollars (\$579.99), payable on April 1, 2023, for the period of April 1, 2023, through March 31, 2024, and One Hundred Thirty-Nine and 20/100 Dollars (\$139.20) which is the 2% fee assessed by the Department of Lands as identified in Section 4. Annual fee increases will be figured based on the previous years' fee plus Consumer Price Index (CPI) Western for all urban consumers for the year prior to the lease year. The rental will be payable on or before the first day of each succeeding year of the lease.

Section 3. Renegotiation: Lessee may request in writing a five (5) year extension of this agreement for the period from April 1, 2028, to March 31, 2033, by submitting to Lessor a written request for extension after April 1, 2027, and prior to September 1, 2027. Upon receipt of such request, the Lessor will consider whether it will grant an additional five (5) year extension and if so, the parties may mutually renegotiate terms applicable to said extension.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement or extension of the extended agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rental: The State of Idaho Land Board has initiated a fee or

other charge against the Lessor, during the term of this lease, for maintenance, operation, placement, and use of the City Dock, the Lessee shall pay to the Lessor its proportionate share of such rental or fee which for the first year of this lease is \$131.69, or 2% of the annual fee. This fee is included in Section 2 and, should the State of Idaho charge any other or additional fee, Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock.

Section 6. Maintenance: The Lessee agrees at Lessee's sole cost within 5 five days to repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, customers, or equipment and to promptly notify the City Parks Director of any such damages. Lessee is expected to not conduct any activity, or operate equipment in any manner that could potentially cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said dock without the written consent of the Director of Parks. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the dock, at any time during the term of the Lease. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Signs: Except as set forth in this section and in Section 10, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Director of Parks and be in conformance with the Municipal Sign Code.

Section 9. Alcoholic Beverages: The Lessee shall not dispense by gift, sale or otherwise, or allow anyone else on the deck or watercraft for which the space is leased, to dispense by gift or sale, or otherwise, any alcoholic beverage, including but not limited to beer and wine, within the City limits of the City of Coeur d'Alene which extends 1,000 feet from the shoreline. The Lessee shall not permit any person to debark from the watercraft to the City dock with any opened, sealed or unsealed container of any alcoholic beverage.

Section 10. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee vendor's logo or some other mark indicating a relation to the Lessee vendor's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks Director prior to placement and must be removed from the premises at the close of each day. Signs advertising the items for sale must be approved by the Parks Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if in the City's sole discretion, the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 11. Use of Leased Premises: It is understood and agreed that the Lessee will use the leased premises and any dock extension owned by the Lessee only for the moorage of his seaplanes, to offer rides in seaplanes to the public, and to student fliers participating in his seaplane flying school, to sell gasoline to other seaplanes and, when necessary in emergencies caused by weather conditions or the condition of visiting seaplanes, to allow such seaplanes to be moored or stored on or at the part of the dock being leased by the Lessee. The Lessee shall make no sales from the dock of merchandise of any type including but not limited to watercraft, food, beverages, except the sale of gasoline to other seaplanes and souvenir sales as allowed by Section 10 entitled "Souvenir Sales." It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. Lessor, or its Parks Director, shall approve the manner of the moorage of the seaplanes or of the dock extension. Due to increased water activity on the 4th of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 12. Liability: The Lessee covenants to defend, indemnify, and hold the Lessor harmless from any and all demands, loss or liability resulting at any time or times from injury to or the death of any person or persons and/or from damage to any and all property occurring from the negligence or other fault or omission of the Lessee, Lessee's agents, employees and/or patrons in and about the leased premises, on or about or during cruises, flights, other activities associated with Lessee's use, or resulting from noncompliance with any law, ordinance, or regulation respecting the condition, use, occupation, sanitation or safety of the leased premises or any part thereof. The phrase in and about the leased premises shall mean the City Dock and all other areas owned, maintained, or regulated by Lessor upon which Lessee's customers and potential customers, invitee's, employees, and agents utilize in the course of his/her cruise, flights, other activities associated with Lessee's use, or inquiry about the same on Lessee's watercraft or in the course of access to or egress from Lessee's watercraft, including specifically, but not limited to, the waters surrounding the dock, the beach, sidewalks, ramp, parking areas, and other amenities and structures whether natural or manmade in the vicinity of the City Dock upon which or by which a customer, potential customer, invitee, employee, and agent of Lessee crosses until that person has left City property. To this end, the Lessee shall at its own expense obtain a policy or contract of insurance or comprehensive liability plan naming the Lessor as an additional insured, which policy, contract or plan shall insure against loss for personal injury or death or property damage in an amount of at least One Million Dollars (\$1,000,000). Insurance coverage shall include coverage for those claims which arise in and about the leased premises as defined above. A copy of such policy shall be filed in the office of the City Clerk together with a certificate of insurance showing such policy to be in effect at all times during the term of this lease. The certificate of insurance in a form acceptable to the City shall provide at least thirty (30) days written notice to the Lessor prior to cancellation of the policy. This policy must run for the entire period of this lease.

Section 13. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 14. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene a current schedule of its hours of operation and charges to the public.

Section 15. Interference with Use by Other Lessees: The Lessee shall not hamper or

interfere with the use of the dock or other moorage spaces leased by the Lessor to other lessees.

Section 16. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 17. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, which may apply to Lessee's use of the leased premises.

Section 18. Underground Fuel Tanks(s): Lessee agrees to provide all inspection reports and documents to the Parks & Recreation Director with 5 business days of receipt.

Section 19. Default: In the event that the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, Lessor may terminate this lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor.

Section 20. Notice: Provided, however, that before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to 10390 North Sensor Avenue, Hayden, Idaho 83835, and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 21. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease will identify any infraction in this agreement that causes termination, or the city may terminate the agreement for construction, access, or other needs or uses of said lease site.

Section 22. Time of the Essence: Time is of the essence of this Lease.

Section 23. Parking: The parties recognize that the city is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur

and may affect the parking areas presently used by Lessee's customers. In the event of said occurrence Lessee hereby releases, holds harmless and waives any claim whatsoever Lessee may have against the Lessor its employees, agents, elected and appointed officials in the event parking is modified.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested by its City Clerk, and the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
SCENIC ADVENTURE FLIGHTS LLC

By: _____
James Hammond, Mayor

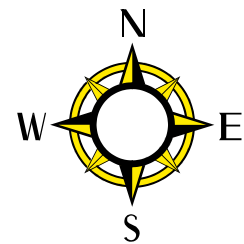
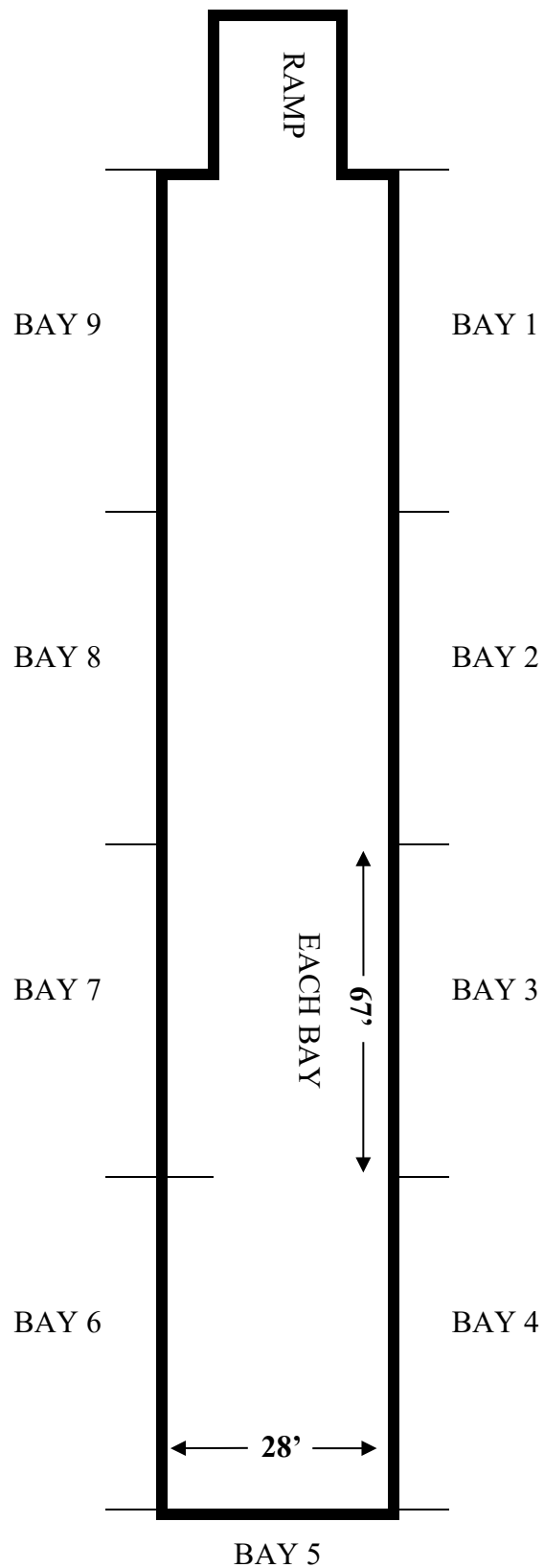
By: _____
Shane Rogers, Manager

By: _____
Renata McLeod, City Clerk

**NO LIMITS AVIATION INC., d/b/a
BROOKE'S SEAPLANE SERVICE**

By: _____
Shane Rogers, President

EXHIBIT "A"



*Scenic adventure
flights, LLC*

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

DATE: MARCH 13, 2023

FROM: LARRY PARSONS, WW UTILITY PROJECT MANAGER

**SUBJECT: OPEN TRENCH PIPE CONSTRUCTION FOR 2022/2023 WASTEWATER
COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECT (C-2
Project)**

=====

DECISION POINT:

Should the City Council accept the low bid of and award the Open Trench Pipe Construction for 2022/2023 Wastewater Collection System Capital Improvement Project (C-2 Project) contract to LaRiviere, Inc.?

HISTORY:

Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation of the City's aging sewage collection infrastructure. At the top of this year's list is an open trench project on Mullan Ave. at 16th Street going east to 19th Street, as well Young Ave. from 17th Street east to 19th Street. This will alleviate an existing sewer capacity bottleneck that was identified in the 2013 Sewer Master Plan. Also included will be waterline upgrade modifications in the same area. The completion of this project not only alleviates a sewer bottleneck and capacity issue but also updates the Water Department's infrastructure in this area creating a much more efficient and safe system for the public.

FINANCIAL ANALYSIS:

The Wastewater Utility budgeted \$1,600,000.00 in the Fiscal Year 2022/2023 Budget for constructing the aforementioned Capital Improvement Project. The following is a tabulation of the contractor's bid results:

BIDDER	BASE BID (SCHEDULE A)	ADD. ALT. (SCHEDULE B)	ADD. ALT. (SCHEDULE C)	ADD. ALT. (SCHEDULE D)	TOTAL (SCHEDULE A+B+C+D)
LaRiviere, Inc.	\$544,051.50	\$281,473.50	\$80,682.50	\$182,467.00	\$1,088,674.50
Big Sky ID, Corp.	\$622,513.00	\$376,733.00	\$60,327.00	\$175,984.00	\$1,235,557.00
Stewart Contracting, Inc.	\$757,507.00	\$426,620.00	\$84,710.00	\$202,518.00	\$1,471,355.00
Terra Underground, LLC	\$808,048.50	\$408,507.50	\$72,072.50	\$219,381.00	\$1,508,009.50
S&L Underground, Inc.	\$816,157.00	\$442,521.00	\$133,475.00	\$290,843.00	\$1,682,996.00

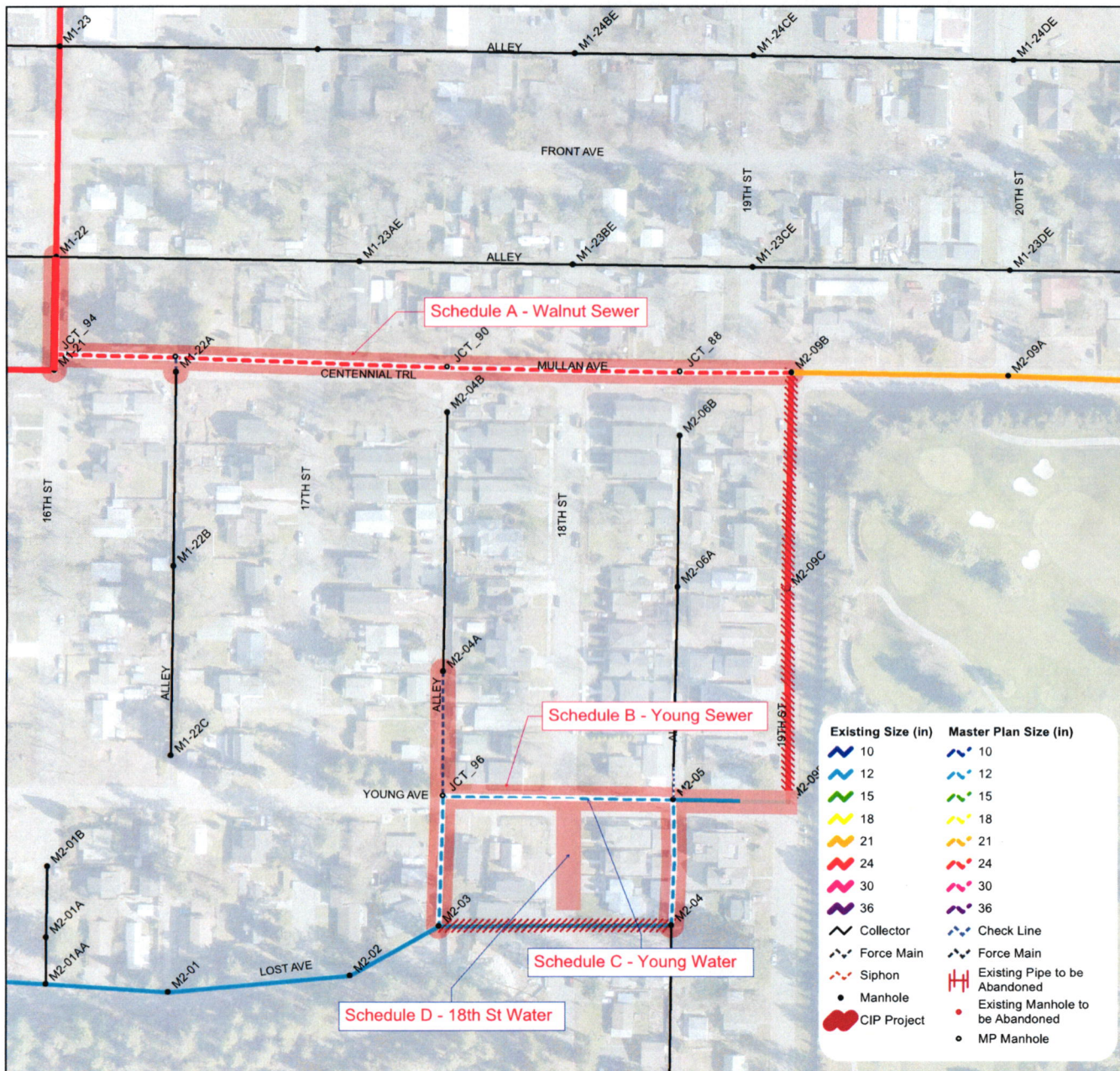
The Basis of Award is defined within the Documents to Bidders as the Bidder with the lowest responsive Bid for Schedules A, B, C and D. The lowest responsive Bid was submitted by **LaRiviere, Inc.**

PERFORMANCE ANALYSIS:

The Wastewater Utility planned for Schedules A, B, C and D during the FY 2022/2023 budget year and has the available funds for this project. **LaRiviere, Inc.**, has successfully completed previous open trench projects.

RECOMMENDATION:

Council should award the Open Trench Pipe Construction for 2022/2023 (C-2 Project) contract to **LaRiviere, Inc.**, for the Total Bid price of \$1,088,674.50.



C.2 M1-21

CORE ISSUE

Insufficient Capacity

BACKGROUND

Part of the existing trunk line from M1-20 to M2-09B is under large trees, landscaping, and an existing home. This portion of the trunk has been rehabilitated with CIPP (M2-03 to M2-09D).

The Existing Sewer Model shows surcharging of up to 0.9 feet at M2-09D but this increases to 1.4 feet under the Committed Model Scenario. The C.2 Project preliminary design is currently underway. Preliminary design inverts and routing was included in the Master Plan Model to evaluate the design under Master Plan Flows.

Redevelopment of the downtown area was not accounted for in the Master Plan Model. Future redevelopment should be considered before implementation of this project.

See Appendix E for more background information.

RECOMMENDED SOLUTION

Install a 24-inch relief sewer from M2-09B to M1-21 routed west on Mullan Avenue. Install 12-inch sewer from M2-04 to M2-03 routing North in the Alley between 18th and 19th Street, west on Young Avenue, and South in the Alley between 17th and 18th Street.

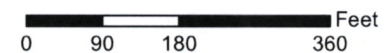
> Install 1,189 LF of 24-inch gravity trunk from M2-09B to M1-21.

> Install 681 LF of 12-inch gravity trunk from M2-04 to M2-03.

> Abandon existing 24-inch gravity trunk from M2-09B to M2-09D and existing 12-inch gravity trunk from M2-04 to M2-03.

> Opinion of Probable Cost (Sept 2022 Dollars)

> Opinion of Probable Cost for Water System Improvements Not Included



PROJECT TIMING

This project was identified in the Existing Sewer Model, which represents the combination of existing sewer flows and a storm event.

0 - 5 years

NOTE:
1. Model is conceptual in nature and intended for planning purposes only. Field verification, survey, utility locates, and investigation of other potential upstream and downstream conflicts should be completed prior to preliminary and final design.



PRINT DATE: 3/1/2023

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
C.2 PROJECT**

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 20____, between the CITY OF COEUR D'ALENE (CITY), 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 La Riviere, Inc., 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 17564 N Dylan Ct Rathdrum, ID 83858, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS the CONTRACTOR has been awarded the Contract for the C.2 Project in Coeur d'Alene, according to 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 – C.2 Project

IT IS AGREED that, for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall perform the work as set forth in the said plans and specifications described above, in said City, 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, including the Standard General Conditions and Supplementary General Conditions applicable to this Project. 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 §§ 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 all insurance coverages 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 \$1,088,674.50, as provided in the Unit Price Schedule. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) provided that the estimate is submitted to the CITY by the first Tuesday of the month. Final payment shall be made within 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 – Schedule A	\$544,051.50
Add Alternate – Schedule B	\$281,473.50
Add Alternate – Schedule C	\$80,682.50
Add Alternate – Schedule D	\$182,467.00
TOTAL	\$1,088,674.50

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

CONTRACT TIME	CONTRACT AWARD	CALENDAR TIME (DAYS)
Substantial Completion	Base Bid (Schedule A)	45 calendar days
Substantial Completion	Add. Alt. (Schedule B, Schedule C and Schedule D)	Additional 60 calendar days shall be added to Base Bid Contract Times
Final Completion	any	30 calendar days

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 \$500.00 per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR, as required by Idaho law, 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 fewer persons are employed by the CONTRACTOR, in which case the CONTRACTOR may employ no more than ten percent (10%) nonresidents; PROVIDED, however, in all cases the CONTRACTOR must give preference to the employment of bona fide Idaho residents in the performance of said work pursuant to Idaho Code § 44 – 1002.

The CONTRACTOR further agrees that, in consideration of securing the business of constructing the works to be constructed under this Contract, recognizing the business in which it is engaged is of a transitory character and that in the pursuit thereof, its property used therein may be outside the state of Idaho when taxes, excises or license fees to which it is liable become payable:

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; and
2. If the 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 are or become liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. In the event of its 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 it 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 a good and sufficient performance bond and a 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 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 OF COEUR D'ALENE

CONTRACTOR

By _____
James Hammond, Mayor

By _____ (printed name)

_____ (title)

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Corporate Secretary

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

DATE: MARCH 13, 2023

FROM: MIKE BECKER, CAPITAL PROGRAMS MANAGER,
WASTEWATER DEPARTMENT

SUBJECT: ACCEPT THE LOW BID AND AWARD A CONTRACT TO
DARDAN ENTERPRISES FOR THE REMODEL OF THE
OPERATIONS BUILDING

DECISION POINT: Should City Council accept the low bid and award a contract to Dardan Enterprises for the City of Coeur d'Alene (City) Wastewater Department's (Department) remodel of the operations building in the amount of \$1,636,702.00?

HISTORY: The current Wastewater Operations Building was designed to facilitate a treatment facility one-fourth the size it is today. After several design iterations, in 2020, the City approved remodeling the old Collections Building (Res 20-053) instead of rebuilding the existing Treatment Operations Building. Last November, bids for this remodel project exceeded the budget of \$1.2M and City approved Staff's recommendation to reject all bids, reduce the General Contractor's work scope, and rebid the project at a later date.

FINANCIAL ANALYSIS: The following is a breakdown of the bids received for this project:

Bidder	Lump Sum Bid
<i>Dardan Enterprises, Post Falls, Idaho</i>	<i>\$1,636,702</i>
Apollo, Inc. Kennewick, Washington	\$1,771,100

The responsive low bidder is Dardan Enterprises based out of Post Falls, Idaho. This is a planned multi-year project and the Department has budgeted \$1.2M for this project under this FY 2022/2023, and will budget the remainder of the cost in the following FY 2023/2024.

PERFORMANCE ANALYSIS: This is the first time the Department has worked with Dardan. They are in Good Standing with the Idaho Secretary of State and hold a current Public Works License. Their list of subcontractors are all local contractors. The Department finds their bid proposal complete and in order.

DECISION POINT/RECOMMENDATION: City Council should accept the low bid and award a contract to Dardan Enterprises for the City of Coeur d'Alene (City) Wastewater Department's remodel of the operations building in the amount of \$1,636,702.00.

**CITY OF COEUR D'ALENE
REMODEL FOR OPERATIONS BUILDING**

CONTRACT

THIS Contract is made and entered into this _____ day of _____, 20____, 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 the "City," and Dardan Enterprises, Inc., 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 23567 W. Highway 53, hereinafter referred to as the "Contractor." Post Falls, ID. 83854

WITNESSETH:

WHEREAS, the Contractor has been awarded the contract for the Remodel for Operations Building in the City of Coeur d'Alene, according to the contract documents, and plans and specifications on file in the office of the City Clerk of the City, which contract documents, and plans and specifications are entitled:

**City of Coeur d'Alene
Wastewater Department
Remodel for Operations Building**

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 all of the work as set forth in the said contract documents, and 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 contract documents, and 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 contract documents, and plans and specifications, and approved by the Wastewater Director 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(s) or property(ies) 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

**CITY OF COEUR D'ALENE
REMODEL FOR OPERATIONS BUILDING**

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 coverages 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 \$ 1,636,702.00,
(One Million, Six hundred thirty-six thousand, Seven hundred two & no/100 dollars)
as provided in the Lump Sum Bid hereinafter referred to as Exhibit A. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). The certified estimate of work completed must be submitted by the 10th of each month for payment to be made by the end of the month. Final payment shall be made thirty (30) calendar 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).

The Work shall be substantially complete within three hundred (300) days (from the Contract Award, as applicable) after the date when the Contract Times commence to run or by the start date given in the Notice to Proceed issued by the City, as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within thirty (30) days after the date of substantial completion. All work shall be fully completed with the City's final approval and acceptance prior to the final payment request.

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 One Thousand Five Hundred and no/100 Dollars (\$1,500.00) 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 for this Contract fifty (50) or fewer 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 of Idaho 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/she/it is engaged is of a transitory character and that in the pursuit thereof, his/her/its property used therein may be without the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable, agrees:

**CITY OF COEUR D'ALENE
REMODEL FOR OPERATIONS BUILDING**

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.

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 Contract 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.

**CITY OF COEUR D'ALENE
REMODEL FOR OPERATIONS BUILDING**

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 OF COEUR D'ALENE:

KOOTENAI COUNTY, IDAHO

CONTRACTOR:

Name: _____
Address: _____

By: _____
James Hammond, Mayor

By: _____

ATTEST:

Renata McLeod, City Clerk

ATTEST:

(SEAL)

(SEAL)

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

DATE: MARCH 13, 2023

**FROM: BEN MARTIN, ASSISTANT DIRECTOR, WASTEWATER
DEPARTMENT**

SUBJECT: CHEMSCAN REPLACEMENT OPTIONS

DECISION POINT:

Should City Council accept the quote from ChemScan, Inc., and authorize the City of Coeur d'Alene Wastewater Department (Department) to move forward with the purchase of a new ChemScan UV-4200 Process Analyzer for the amount of \$58,106.00?

HISTORY:

The Wastewater Treatment Facility has benefitted from the analysis performed by a ChemScan unit for the last 15 years. Our skilled operators utilize this analyzer to determine changes in nutrient levels going into and out of the tertiary membrane filter. This information is used to make decisions on process control including the amount of air supplied to tanks and the amount of chemical added to capture phosphorus or change the pH of the water. That unit has reached the end of its service life and needs to be replaced.

FINANCIAL ANALYSIS:

In compliance with the City's Purchasing/Procurement Policies, the Department solicited quotes from reputable analyzer suppliers and received 3 quotes.

The lowest quote to replace our analyzer was from ChemScan, Inc., in the amount of \$58,106.00. The other quotes received were for \$102,710.00 and \$105,507.00.

PERFORMANCE ANALYSIS:

Chemscan is proven technology that the Department has relied on for years. They are able to provide this analysis at a lower price because they are the only supplier to combine all of the instruments into one unit. Their technical support has also been great and has kept us running long past the expected service life

DECISION POINT/RECOMMENDATION:

City Council should accept the quote from Chemscan, Inc., and authorize Department to purchase the ChemScan UV-4200 Process Analyzer unit for the amount of \$58,106.00.



PERSONAL PROPERTY & SERVICES PRICE REASONABLENESS FORM

To: Finance Department

From: Wastewater Dept

Date: 03/03/23

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: Online analyzer to monitor wastewater nutrient levels to include phosphorus, ammonia, nitrate, and nitrite. This instrument will replace one that has been in use for 15 years.

Purchase in financial plan? Yes ☒ No ☐ If yes, budget amount in financial plan - \$ 60000

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: Chemscan, \$58,106

2nd vendor name and price: Hach, \$105,507

3rd vendor name and price: Endress Hauser, \$102,710

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: The Chemscan unit meets all the needs required for analysis and is all contained in one cabinet. The other vendors use multiple analyzers and are more expensive.

Vendor Awarded: Chemscan Date: 03/03/23

New vendor to the City? Yes ☐ No ☒ If yes, attach a completed W-9

Department Head Signature: _____

Department: Wastewater

Date: 3/3/23

Comptroller Approval Signature: _____



ChemScan[®] Budget Proposal

ChemScan, Inc. (the Company) agrees to sell and deliver to the purchaser and the purchaser agrees to buy and accept from the Company the ChemScan products and services as described in this proposal.

Log No.:
Q-100314

Proposal Date:
January 11, 2023

Project Name:
Replacement UV4200

Bid Date:
TBC

Submitted to: City of Coeur D' Alene, ID
Andrew Ruiz
710 E Mullan Avenue
Coeur D Alene, Idaho 83814
Phone: 2087692300
Email: aruiz@cdaid.org

Manufacturer's Rep: MISCO Water
Nate Miller

Factory: ChemScan, Inc.
2325 Parklawn Drive, Suite I
Waukesha, WI 53186
Phone: (262) 717-9500

ChemScan Contact: Zachary Stone
Regional Sales Manager - Chemscan West
Phone:
Email: zachary@chemscan.com



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- Item 1: Wall-Mounted ChemScan Model UV-4200 Process Analyzer for WasteWater Effluent or Raw Drinking Water applications, including, main power connection, control circuit board, network communications board and associated software for instrument control, internal memory with lithium battery backup, light source module, spectrograph module with 256 element array detector and cabinet mounted touchscreen graphical HM and USB port. Flow-cell module consisting of extended path-length, injection-type flow-cell, reagent injectors, internal manifold including auto zero and clean functions, with the capability of analyzing up to one (1) sample stream, additional calibration (grab-sample) port, peristaltic analyzer pump for zeroing and cleaning solutions plus grab samples and NEMA-3R enclosure.
- Item 2: NEMA-4 Electronics module enclosure and NEMA-3R lower enclosure for Reagents and pumping array.
- Item 3: 120 VAC Input required - Analyser will provide 24VDC to external EIE communication module.
- Item 4: Wall mounted ChemScan Electrical Interface Enclosure (EIE) including NEMA-4X FRP enclosure, systems communication module and 8 analog (4-20mA) outputs.
- Item 5: None - Wall
- Item 6: Flowcell - 13 mm x 10 mL
- Item 7: ChemScan UV Series Parameter Ammonia (NH₃-N) (0.2-20 mg/L)
- Item 8: ChemScan UV Series Parameter Nitrate (NO₃-N) (0.1-30.0 mg/L)
- Item 9: ChemScan UV Series Parameter Nitrite (NO₂-N) (0.1-5.0 mg/L)
- Item 10: ChemScan UV Series Parameter OrthoPhosphate (PO₄-P) (0.05-5.00 mg/L)
- Item 11: **Sample Line - 1**
- Item 12: Waste Water - None
- Item 13: Sample Tubing, 50 Ft, 3/8 Inch OD
- Item 14: **Sample Line - 2**
- Item 15: Waste Water - None
- Item 16: Sample Tubing, 50 Ft, 3/8 Inch OD
- Item 17: Reagent Kit, Startup, UV-Series Wastewater, Phosphate and Ammonia
Field Service Includes: On-Site Commissioning, Start-Up and Calibration of the system (Electrical and Plumbing Installation by Others), Operation and Maintenance
- Item 18: Training - 4 hours, Recipe instructions to allow on-site preparation of reagents where required.
- Item 19: Includes all Field Service travel expenses

Price: : \$58,106.00

Notes:

1. Mount Analyzer indoors or in sheltered location, no direct sunlight. Sunscreens or shelters, if required are by Others, unless specifically offered above. Operating temperature range shall 41 °-95° (preferred) ambient, (113° F maximum) and 50-140°F (10° - 60°C) for sample liquid.

2. Refer to the Analyzer and/or Sample Accessory Technical Specification for the appropriate sample pressure and flow requirements.
3. For ChemScan UV-Series Analyzers, UL, CSA or third party NRTL listing is not provided in the price stated in this proposal. If required, an adder price for all systems to be field inspected or inspected at the factory in Waukesha, WI shall be provided upon request.
4. Owner/Contractor shall provide a minimum of four weeks' notice before start-up for chemical reagents shipment to plant site. The Company will provide a pre-startup checklist in advance to be completed by the Owner/Contractor after installation and returned with several photos of the installation. A ChemScan Service Associate will coordinate with the Owner/Contractor to schedule a start-up date to coincide with process stabilization, project schedule and ChemScan Service availability
5. Only equipment and services included in this proposal shall be supplied. Additional equipment and services are available for additional cost. Consult Factory for adders.
6. Storage: ChemScan UV-Series Analyzers and related equipment is typically shipped in wooden crates with engineered, poly-foam packaging, suitable to protect the equipment during transportation to the installation site. The equipment should remain crated until the time of installation to protect the equipment from damage and reduce the chance of misplacing components. Store the crated equipment in a sheltered location protected from precipitation and within a temperature range of 35 F and 110 F (2 - 43 C). Store the crate(s) in an area protected from precipitation if reuse (for storage or transport) is expected.

Exclusions: This quote is for ChemScan's standard offering of products, accessories, consumables, submittals, documentation, training, and service. Any additional requests or requirements, whether verbal or included in an external document, that are beyond ChemScan's standard offering, as expressly described above, are not included in ChemScan's scope of supply or pricing.

The following items are not furnished under this proposal unless specifically listed in the product description: Installation labor; mounting hardware or anchor bolts; analyzer shelters or sunscreens; electrical connections and/or power wiring; UPS, Lightning or Surge protection; connection to or interface with external data logging, recording, alarm, control or SCADA devices; sample lines, including any necessary valves, manifolds, flow or pressure regulators, heat trace or insulation; control algorithms for process equipment or systems; actuators or chemical feed systems for external processes or systems; or spare parts for ChemScan instruments.

Price Policy: This price assumes that an acceptance of this offer or a valid purchase order will be furnished to ChemScan within 60 days of the date of this proposal, that ChemScan will furnish a submittal package for approval within 30 days following receipt of a valid order and that an approved submittal package and authorization to fabricate will be returned to ChemScan within 30 days after submission for approval.

If the order date or submittal approval date is later than the time period shown above, ChemScan reserves the right to adjust the price and/or delivery date for the items to be furnished under this proposal and any resulting agreement.

Submittals: ChemScan shall supply electronic copies of standard Submittal. Any requirements outside standards may be satisfied for additional compensation. Example of Standard Submittal for similar

Analyzer is available upon request. Job specific Operation and Maintenance manuals **will be** furnished during on-site operator training. The submittal package will include the following items:

1. Outline drawing of ChemScan® Process Analyzer system and accessories manufactured by ChemScan.
2. Top-level schematics and wiring diagrams showing ChemScan® power and data connections.
3. Installation instructions showing mounting and sample line connection details.
4. Equipment specifications for ChemScan® instruments and accessories.
5. Manufacturer's literature for ancillary items not manufactured by ChemScan but furnished with the ChemScan® system.

Terms:

20% upon presentation of submittal package for approval.

70% upon shipment of ChemScan® instrument and accessories.

10% upon startup or 60 days from date of shipment, whichever occurs first.

NOTE: Warranties shall apply only if payment is made in full and in conformance to the above schedule.

The above pricing is expressly contingent upon the items in this proposal and are subject to the Standard Terms and Conditions of Sale detailed herein.

Unless other terms are specified, all payments shall be in United States dollars, and pro rata payments shall become due as deliveries are made. If delivery is delayed by Purchaser, date of readiness for delivery shall be deemed to be date of delivery for payment purposes. If manufacture is delayed by Purchaser, a payment shall be made based on purchase price and percentage of completion, balance payable in accordance with the terms as stated.

Cancellation:

Prior to Shipment - In the event that Purchaser cancels the order prior to shipment of the instrument and accessories, all amounts previously paid by Purchaser shall be retained by ChemScan. Purchaser may be responsible for payment of a cancellation fee equal to 20% of the total purchase order if no prior payments have been made. ChemScan will invoice Purchaser within 10 days of cancellation and Purchaser shall pay the invoice within 20 days.

Shipping:

60 days or less after delivery date confirmed by ChemScan.

Delivery:

FOB factory, freight allowed to jobsite.

Validity:

This proposal is valid for a period of 60 days from the date of the proposal shown above.

STANDARD TERMS AND CONDITIONS OF SALE**1. Terms**

Delivery to the transporting carrier shall constitute delivery to the Purchaser and title shall pass at that point, except that a security interest in the product(s) shall remain in ChemScan, Inc. (Company) regardless of mode of attachment to realty or other property, until the full price has been paid in cash. The Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

Partial shipments may be made and proportionate payments shall become due and payable on partial shipments. Company shall select method of transportation and route. When delivery terms are FOB destination or freight allowed to destination, "destination" means common carrier terminal point (within the continental United States, excluding Alaska and Hawaii) nearest the final destination.

The target shipment date is subject to change due to delay on the part of the Purchaser in supplying the Company with necessary data or any changes therein at the Purchaser's instance, and to delays caused by fires, floods, strikes, accidents, civil or military authority, delays by suppliers of material and any other cause beyond the Company's reasonable control. Delay in delivery for any cause shall in no event subject the Company to any special or consequential damages.

If at any time in Company's judgment Purchaser may be or may become unable or unwilling to meet the payment terms specified, Company may require satisfactory assurances of full or partial payment as a condition to commencing or continuing manufacture or payment in advance of shipment, or may, if shipment has been made, recover the product(s) from the carrier.

If payments are not made in conformance with the terms specified herein, the contract price shall, without prejudice to the company's right to immediate payment, be increased by 1% per month on the unpaid balance, but not to exceed the maximum amount permitted by law.

A credit card processing fee of 4% will be added to any orders paid by credit card exceeding \$5,000.

Taxes - Any applicable Duties or Sales, Use, Excise or similar taxes will be added to the price and invoiced separately (unless acceptable exemption certificate is furnished).

Cancellation After Shipment – In the event that Purchaser cancels the order following the shipment, Purchaser shall pay to Company the full amount of the price set forth in this agreement.

The cancellation fees set forth above shall be deemed to be liquidated damages and not a penalty, the parties acknowledging that actual monetary damages that may be incurred by Company in the event of cancellation by Purchaser are very difficult to ascertain.

2. **Warranty**

The Company warrants the product(s) on date of delivery to Purchaser to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

There are no warranties, express or implied, except the foregoing. The provisions in specifications hereto attached, if any, are descriptive. There is no warranty as to the performance of the product(s) except as may be set forth in a separate performance warranty attached to this proposal.

The foregoing warranties are expressly conditioned upon the ambient operating temperature at no time exceeding 120oF. If temperature at any time shall exceed 120oF, all warranties shall be null and void and the Company shall have no responsibility or liability with respect to the product(s).

The Company shall not be responsible for the deterioration of any kind of the product(s) to corrosion, erosion, or any other cause, regardless of when such deterioration occurs after leaving the Company's premises.

Any item of the product(s) which has not been manufactured by the Company shall be covered only by the express warranty of the manufacturer thereof.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS CONTRACT. THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR CLAIM IN TORT OR CONTRACT IS AS STATED HEREINAFTER.

IF PAYMENTS ARE NOT MADE ON TIME AND IN FULL, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

IF THE PRODUCT(S) ARE NOT INSTALLED, OPERATED AND MAINTAINED IN CONFORMANCE WITH THE COMPANY'S INSTRUCTIONS, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

If, within one year from the date of initial operation, but not more than 18 months from date of shipment by Company of any item of the product(s), Purchaser discovers that such item was not as warranted and that such defect interferes with the mechanical operation of the product(s), and promptly notifies the Company in writing thereof, the

Company shall remedy such nonconformance (but only if the Company, in its sole judgment, determines that such item or product(s) was not as warranted and that such defect interferes with the mechanical operation of the item or product(s), and in the event of a dispute, the Company's decision shall be final) by, at Company's option, adjustment of the purchase price or furnishing or repairing, depending upon which alternative is most in accord with scientific or engineering principles, without charge, FOB origin, a similar part to replace any part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The Company shall have the option of requiring the return of the product(s), transportation prepaid by purchaser, to establish the claim, or to make repairs or replace parts, or both. No allowance will be made for repairs or alterations unless made with the Company's consent or approval. Company will not be responsible for work done, apparatus furnished or repairs made by others, without prior authorization by the Company.

Replacement parts furnished by the Company shall be warranted as new parts are herein warranted. The same conditions and limitations with respect to the repair or replacement of such replacement item or product(s), as apply to new product(s), shall apply to such replacement parts. Company shall have the right of disposal of parts replaced by it. Unused spare or replacement parts may be returned FOB factory for credit less a 25% handling and restocking charge.

Company's liability to Purchaser relating to the product(s), whether in contract or in tort, arising out of warranties, representations, instructions, installations, or defects from any cause, shall be limited exclusively to adjusting the purchase price or correcting the product(s) and under the conditions as aforesaid. The Company shall not be liable for any special or consequential damages resulting in any manner from the furnishing or use of the product(s), whether in connection with any erosive or corrosive gases or liquid or otherwise.

3. Patents

Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent (except infringement occurring as a result or incorporating a design or modification at Purchaser's request) provided that Purchaser promptly notifies Company of any charge of such infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Company's exclusive liability with respects to patents.

4. Confidential Information and Improvements

Purchaser will keep confidential and will not use or reproduce any information received from Company in connection with the Proposal or the use, operation nor maintenance of the product(s) except with the written consent of Company. Purchaser will not copy or otherwise reproduce any written or printed material or drawings furnished to Purchaser by Company in connection with the product(s). Purchaser will return all such material to Company if the Proposal is not accepted. Purchaser will not copy the product(s) or make any design drawings of the product(s) and will not permit others to copy or make design drawings of the product(s). Company shall have a royalty-free license to make, use and sell, any changes or improvements in the product(s) invented or suggested by Purchaser or its employees.

5. General

Company shall not in any event be liable for indirect, special, incidental, or consequential damages, or penalties, nor does it assume any liability of Purchaser or others for injury to persons or property.

The laws of the State of Wisconsin shall govern the validity, interpretation and enforcement of this contract.

This document and the other document specifically referred to as being a part thereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Assignment may be made only with written consent to the other party.

Maintenance Agreement; Authorized Contracting Party

1. Purchaser acknowledges that where this contract contains In-Situ Care Plans and where the Purchaser is not the ultimate beneficiary of those agreements, the products subject to this contract must be covered by a prepaid, 3-year maintenance agreement (a copy of which is included with this quote/proposal).
2. In the event that the products subject to this contract were obtained by Purchaser on behalf of an end-user customer (including by acting as prime contractor or subcontractor engaged to complete a larger project on behalf of the end-user customer), Purchaser acknowledges that Purchaser must, within ten (10) days of acceptance of this quote/proposal by Purchaser, either (i) obtain the end-user customer's signature on the Maintenance Agreement or (ii) if specifically authorized by the end-user customer, execute the Maintenance Agreement on behalf of the end-user customer and deliver to the end-user customer a copy of the Maintenance Agreement.
3. In the event that Purchaser is executing Maintenance Agreement on behalf of the end-user customer, Purchaser represents and warrants that it has the full right and authority to bind the end-user customer to the terms of the Maintenance Agreement and will inform the end-user customer that the fees pursuant to the Maintenance Agreement have been prepaid and that the Maintenance Agreement is non-cancellable and the fees are non-refundable.

Mr. Ben Martin
CITY OF COEUR D'ALENE WWTP
765 W HUBBARD AVE
COEUR D ALENE ID 83814-2232

Number 2061035775
Dated 01/30/23
Valid to 03/01/23
Customer No. 46184708

External Sales Field Instr. & Controls -
Cameron Bachman
cameron@fieldinst.com

Inside Sales Field Instr. & Controls -
Sales
Telephone 509-466-8226
Sales@fieldinst.com

Your Reference Analyzer Upgrade
Dated 01/30/23

Issue PO to:
Endress+Hauser c/o Field Instr. & Controls
2350 Endress Place
Greenwood, IN 46143

*With My Endress+Hauser, view and order this quote! Easy, fast,
convenient!*

**Order and track
online**

Summary

Item	Qty	Product	Delivery time	Net value (USD)
10	1 PC	Liquiline System CA80NO <u>CA80NO-2D40/0</u> (CA80NO-CAG41C211+AAG4)	28 wrk.day(s)	24,841.74
				Unit price 24,841.74
11	1 PC	Reagent / Standard solution CY80NO CY80NO-1014/0 (CY80NO-GG+SK)	11 wrk.day(s)	304.81
				Unit price 304.81

Endress+Hauser Inc.
Toll Free - 888-ENDRESS
FAX - 317-535-8498
www.us.endress.com

Regional Centers:
East - Chalfont, PA 18914
Gulfcoast - Pearland, TX 77047
Midwest - Greenwood, IN 46143
West - Pearland, TX 77047

Remit To:
ENDRESS+HAUSER -DEPT 78795
P.O. Box 78000
DETROIT, MI 48278-0795

Item	Qty	Product	Delivery time	Net value (USD)
12	1 PC	Reagent / Standard solution CY80NO CY80NO-1040/0 (CY80NO-GG+TA)	11 wrk.day(s)	110.18
				Unit price 110.18
13	1 PC	Cleaner CY800 CY800-1082/0 (CY800-GG21)	11 wrk.day(s)	120.28
				Unit price 120.28
20	1 PC	Viomax CAS51D CAS51D-10A1/0 (CAS51D-AAA2B2)	38 wrk.day(s)	18,634.46
				Unit price 18,634.46
30	1 PC	Flowfit CYA251 CYA251-12E7/0 (CYA251-AAA2B211+CA)	15 wrk.day(s)	2,217.21
				Unit price 2,217.21
40	1 PC	Liquiline System CA80PH CA80PH-7MX5/0 (CA80PH-CAE11C211+AA)	23 wrk.day(s)	22,680.06
				Unit price 22,680.06
41	1 PC	Reagent / Standard solution CY80PH CY80PH-11L5/0 (CY80PH-E1+SA)	11 wrk.day(s)	295.07
				Unit price 295.07
42	1 PC	Reagent / Standard solution CY80PH CY80PH-10X7/0 (CY80PH-E1+TQ)	11 wrk.day(s)	116.46
				Unit price 116.46

Item	Qty	Product	Delivery time	Net value (USD)
43	1 PC	Cleaner CY800 CY800-1035/0 (CY800-EE11)	5 wrk.day(s)	83.65
				Unit price 83.65
50	1 PC	Liquiline System CA80AM CA80AM-4DH3/0 (CA80AM-CAA11C211+AA)	23 wrk.day(s)	22,711.41
				Unit price 22,711.41
51	1 PC	Reagent / Standard solution CY80AM CY80AM-1009/0 (CY80AM-AA+SB)	8 wrk.day(s)	539.24
				Unit price 539.24
52	1 PC	Reagent / Standard solution CY80AM CY80AM-1061/0 (CY80AM-AA+T2)	8 wrk.day(s)	99.42
				Unit price 99.42
53	1 PC	Cleaner CY800 CY800-1009/0 (CY800-AA11)	5 wrk.day(s)	83.65
				Unit price 83.65
60	1 PC	ISEmax sensor CAS40D CAS40D-12W5/0 (CAS40D-AA1A1B1+F2)	13 wrk.day(s)	8,465.42
				Unit price 8,465.42
Total prices				101,303.06
Logistic Service				1,406.44
Net value				102,709.50
Sales Tax Total				0.00
Total including tax (USD)				102,709.50

Ship-To	CITY OF COEUR D'ALENE WWTP 765 W HUBBARD AVE COEUR D ALENE ID 83814-2232
Payment term	Net 30 Days
Delivery conditions	DAP Delivered at place CUSTOMER SITE - Incoterms® 2020
Warranty	Details are listed in the items further below.
Delivery time	The mentioned delivery times are calculated in working days and are based on partial, standard delivery service. If you wish complete delivery, please contact your sales representative.

Details

Dated 01/30/23

Item	Qty	Product	Net value (USD)
10	1 PC	Liquiline System CA80NO <u>CA80NO-2D40/0</u> (CA80NO-CAG41C211+AAG4)	24,841.74

Process analyzer for online measurement of nitrite in aqueous solutions
Colorimetric method
Automatic calibration and cleaning, alarm relays, two analogue outputs, constant function check of the complete measuring point
::Easy upgrade to a measuring station with Memosens sensors
::Low maintenance costs due to high range + shelf life of the reagents
::Functionality flexible + modular expandable

Unit price

24,841.74

Warranty 12 months after delivery

Delivery time 28 wrk.day(s)

Order code description

CA Approval: CSA C/US General Purpose
G4 Parameter; Measuring Range: NO₂-N; 0,2-3 mg/l
1 Sampling Point: 1x
C Sample Transfer: Self priming
2 Housing; Material: Cabinet; plastic ASA-PC
1 Cable Entry: NPT
1 Power Supply: 100...240 VAC +/-10%, 50/60 Hz
AA >Presetting Operation Language: English
G4 >Digital Sensor Input: 1x Memosens, M12 female jack

Country of origin	Country of dispatch	HS-Code
DE	DE	9027898030

11	1 PC	Reagent / Standard solution CY80NO CY80NO-1014/0 (CY80NO-GG+SK)	304.81
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Version

Item	Qty	Product	Net value (USD)
		Reagent set for CA80NO with long shelf life or respectively standard solution Contains dangerous goods	Unit price 304.81
Delivery time	11 wrk.day(s)		
Order code description			
GG Parameter: NO Nitrite Naphthylamine method, CA80NO			
SK >Reagent Set: 1x 1000 ml, ready to prepare			
Country of origin	Country of dispatch	HS-Code	
DE	DE	3822900000	
UN No.	DG class	Packing Group	
1805	8		
12	1 PC	Reagent / Standard solution CY80NO CY80NO-1040/0 (CY80NO-GG+TA)	110.18
		Reagent set for CA80NO with long shelf life or respectively standard solution Contains dangerous goods	Unit price 110.18
Delivery time	11 wrk.day(s)		
Order code description			
GG Parameter: NO Nitrite Naphthylamine method, CA80NO			
TA >Standard Solution, Concentration: 0 mg/l NO ₂ -N, 1x 1000 ml			
Country of origin	Country of dispatch	HS-Code	
DE	DE	3822900000	
13	1 PC	Cleaner CY800 CY800-1082/0 (CY800-GG21)	120.28
		Cleaning solution for Liquiline System CA80	Unit price 120.28

Version

Item	Qty	Product	Net value (USD)
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Contains dangerous goods

Delivery time 11 wrk.day(s)

Order code description

GG Parameter: NO2-N, CA80NO Naphthylamine method

21 Cleaning Solution: 1x 1000 ml

Country of origin	Country of dispatch	HS-Code
DE	DE	2809200020

20	1 PC	Viomax CAS51D CAS51D-10A1/0 (CAS51D-AAA2B2)	18,634.46
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Optical absorption sensor, UV-range
Application: Water, waste water
Digital sensor, Memosens Protocol
Sensor head: G1, NPT3/4
Factory calibration

Unit price

18,634.46

Warranty 12 months after delivery

Delivery time 38 wrk.day(s)

Order code description

AA Approval: Non-hazardous area

A2 Application/Measuring Range:

Nitrate,activation,clear water 0,1-50mg/l NO3-N
or 0,4-200mg/l NO3

B Adaption Cable: Fixed cable; M12-plug

2 Cable Length: 3m

Country of origin	Country of dispatch	HS-Code
DE	DE	9027504015

30	1 PC	Flowfit CYA251 CYA251-12E7/0 (CYA251-AAA2B211+CA)	2,217.21
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Flow cell: water, process water
Application:40mm-sensors
CAS51D / CUS51D / COS61D

Unit price

2,217.21

Version

Item	Qty	Product	Net value (USD)
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Option: pressurized air cleaning

Warranty 12 months after delivery**Delivery time** 15 wrk.day(s)**Order code description**

AA Approval: Non-hazardous area

A2 Sensor: CAS51D, 2mm OPL

B2 Connection Medium: Female thread NPT 3/4, PVC

1 Material: PVC

1 Seals: EPDM

CA >Cleaning: Compressed air (G1/4")

Country of origin	Country of dispatch	HS-Code
DE	DE	9027908800

40	1 PC	Liquiline System CA80PH <u>CA80PH-7MX5/0</u> (CA80PH-CAE11C211+AA)	22,680.06
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Process analyzer for online measurement
of orthophosphate in aqueous solutions
Colorimetric method referring to
DIN EN 1189.

Automatic calibration/cleaning,
alarm relays, two analogue outputs
optional cooling module (blue method) for
extended
reagent shelf life

::Simple upgrade to a measuring station
with Memosens sensors

::Low maintenance costs due to high
range + shelf life of the reagents

::Functionality flexible + modular
expandable

Unit price

22,680.06

Warranty 12 months after delivery**Delivery time** 23 wrk.day(s)**Order code description**

CA Approval: CSA C/US General Purpose

E1 Parameter; Measuring Range: PO4-P; 0-2,5 mg/l,
blue method

1 Sampling Point: 1x

C Sample Transfer: Self priming

Version

Item	Qty	Product	Net value (USD)
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2		Housing; Material: Cabinet; plastic ASA-PC	
1		Cable Entry: NPT	
1		Power Supply: 100...240 VAC +/-10%, 50/60 Hz	
AA		>Presetting Operation Language: English	

Country of origin	Country of dispatch	HS-Code
DE	DE	9027504015

41	1 PC	Reagent / Standard solution CY80PH CY80PH-11L5/0 (CY80PH-E1+SA)	295.07
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Reagent set for CA80PH
with long shelf life
or respectively standard solution
for calibration and adjustment
Contains dangerous goods

Unit price

295.07

Delivery time 11 wrk.day(s)

Order code description

E1 Parameter: PO4-P Molybdenum blue method, CA80PH
SA >Reagent Set: 1x 1000 ml, ready to prepare + 1x
1000 ml ready to use

Country of origin	Country of dispatch	HS-Code
DE	DE	2809200020

UN No.	DG class	Packing Group
2796	8	II

42	1 PC	Reagent / Standard solution CY80PH CY80PH-10X7/0 (CY80PH-E1+TQ)	116.46
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Reagent set for CA80PH
with long shelf life
or respectively standard solution
for calibration and adjustment
Contains dangerous goods

Unit price

116.46

Delivery time 11 wrk.day(s)

Version

Item	Qty	Product	Net value (USD)
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Order code description

E1 Parameter: PO4-P Molybdenum blue method, CA80PH
 TQ >Standard Solution, Concentration: 20mg/l PO4-P
 (61,3mg/l PO4),1x 1000ml

Country of origin	Country of dispatch	HS-Code
DE	DE	2809200020

43	1 PC	Cleaner CY800 CY800-1035/0 (CY800-EE11)	83.65
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Cleaning solution for
 Liquiline System CA80
 Contains dangerous goods

Unit price

83.65

Delivery time 5 wrk.day(s)

Order code description

EE Parameter: PO4-P, CA80PH blue method
 11 Cleaning Solution: 1x 500 ml

Country of origin	Country of dispatch	HS-Code
DE	US	2809200020

UN No.	DG class	Packing Group
2924	3	II

50	1 PC	Liquiline System CA80AM <u>CA80AM-4DH3/0</u> (CA80AM-CAA11C211+AA)	22,711.41
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Process analyzer for online measurement
 of ammonium in aqueous solutions
 Colorimetric method in accordance with
 ISO 7150-1 (GB 7481-87; DIN 38406-5)
 Automatic calibration/cleaning,
 alarm relays, two analogue outputs
 optional cooling module for extended
 reagent shelf life
 ::Simple upgrade to a measuring station
 with Memosens sensors
 ::Low maintenance costs due to high

Unit price

22,711.41

Version

Item	Qty	Product	Net value (USD)
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range + shelf life of the reagents
::Functionality flexible + modular
expandable

Warranty 12 months after delivery

Delivery time 23 wrk.day(s)

Order code description

CA Approval: CSA C/US General Purpose
A1 Parameter; Measuring Range: NH₄-N; 0,05-20 mg/l
NH₄-N
1 Sampling Point: 1x
C Sample Transfer: Self priming
2 Housing; Material: Cabinet; plastic ASA-PC
1 Cable Entry: NPT
1 Power Supply: 100...240 VAC +/-10%, 50/60 Hz
AA >Presetting Operation Language: English

Country of origin	Country of dispatch	HS-Code
DE	DE	9027504015

51	1 PC	Reagent / Standard solution CY80AM CY80AM-1009/0 (CY80AM-AA+SB)	539.24
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Premixed reagent set for CA80AM
with long shelf life and/or standard
solution for calibration/adjustment
Contains dangerous goods

Unit price

539.24

Delivery time 8 wrk.day(s)

Order code description

AA Parameter: NH₄-N, CA80AM
SB >Reagent Set: 1x set, 2x 1000 ml, ready to prepare

Country of origin	Country of dispatch	HS-Code
US	US	2918155000

US: Subject to US Export Administration Regulations - EAR99

UN No.	DG class	Packing Group
UNXX		

Item	Qty	Product	Net value (USD)
52	1 PC	Reagent / Standard solution CY80AM CY80AM-1061/0 (CY80AM-AA+T2)	99.42
		Premixed reagent set for CA80AM with long shelf life and/or standard solution for calibration/ajustment Contains dangerous goods	Unit price 99.42
Delivery time		8 wrk.day(s)	
Order code description			
AA Parameter: NH4-N, CA80AM			
T2 >Standard Solution, Concentration: 10 mg/l NH4-N, 1x 1000 ml			
Country of origin	Country of dispatch	HS-Code	
US	US	2918155000	
US: Subject to US Export Administration Regulations - EAR99			
53	1 PC	Cleaner CY800 CY800-1009/0 (CY800-AA11)	83.65
		Cleaning solution for Liquiline System CA80 Contains dangerous goods	Unit price 83.65
Delivery time		5 wrk.day(s)	
Order code description			
AA Parameter: NH4-N, CA80AM			
11 Cleaning Solution: 1x 500 ml			
Country of origin	Country of dispatch	HS-Code	
DE	US	2809200020	
UN No.	DG class	Packing Group	
3265	8	II	

Version

Item	Qty	Product	Net value (USD)
60	1 PC	ISEmax sensor CAS40D <u>CAS40D-12W5/0</u> (CAS40D-AA1A1B1+F2)	8,465.42
		Potentiometric in-situ measurement, ion-selective. Ideal for control. Aeration inlet, aeration basin. Municipal waste water treatment plants. Digital fixed cable sensor with Memosens-protocol, interfering ion compensation replacable membrane caps. :: Enhanced plant safety using save limit values. :: Cost savings by monitoring the oxygen concentration.	Unit price 8,465.42
Warranty		12 months after delivery	
Delivery time		13 wrk.day(s)	
Order code description			
AA	Approval: Non-hazardous area + UKCA marking		
1	Version: Immersion; pH electrode CPS11, temperature sensor CTS1		
A1	ISE-slot 1: Ammonium		
B	Adaption Cable: Fixed cable M12 plug		
1	Cable Length: 3 m		
F2	>ISE-slot 2: Nitrate		
Country of origin	Country of dispatch	HS-Code	
DE	DE	9027894590	

General Terms & Conditions of Sale

All sales order related transactions with Endress+Hauser, Inc. shall be governed by Endress+Hauser, Inc.'s General Terms and Conditions of Sale ("E+H Terms") which are subject to modification. Please visit <https://www.us.endress.com/static/terms-conditions> for the most up to date E+H Terms. Any contracts or agreements which are currently in place shall apply and will not be replaced by the E+H Terms.

Quotation

Quote Number: 100878950v1

Use quote number at time of order to ensure
that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 10-Feb-2023

Quote Expiration: 11-Apr-2023

CITY OF COEUR D'ALENE
710 E MULLAN AVE
COEUR D ALENE, ID 83814-3958

Name: Ben Martin
Phone: 208-769-2347
Email: bmartin@cdaid.org

Customer Account Number : 098468

Sales Contact: Jedd Powell Email: jedd.powell@hach.com Phone: 801-663-3351

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	6157500	Amtax sc Ammonium Analyzer, Outdoor, 0.05-20.0mg/L NH ₄ -N, Two Channel Continuous Sample, 115-230V. Standard lead time 0 days.	1	23,265.00	23,265.00
2	6159600	Phosphax sc Phosphate Analyzer, Outdoor, 0.05-15.0 mg/L PO ₄ -P, One Channel Continuous Sample, 115-230V. Standard lead time 0 days.	1	22,265.00	22,265.00
3	LQV155.99.00002	Power Box without Power Connection Cable for Amtax sc and Phosphax sc. Standard lead time 25 days.	1	678.00	678.00
4	LXV448.99.22001	NT3200sc UV Nitrate and Nitrite Sensor, 2 mm path length. Standard lead time 25 days.	2	17,983.00	35,966.00
5	LZX869	Flow through unit 2 mm for Nitratax, Uvas plus sc. Standard lead time 25 days.	2	3,506.00	7,012.00
6	5738901	Filtrax sample filtration system, 2 m unheated hose, 230 Vac. Standard lead time 5 days.	1	10,085.00	10,085.00
7	LXV525.99E11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, US plug. Standard lead time 20 days.	2	3,118.00	6,236.00
				Grand Total	\$ 105,507.00

TERMS OF SALE

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

- Terms are Subject to Credit Review
- In order for Hach to process the order as quickly as possible, please provide the following information.
- Complete Billing address.
 - Complete Shipping address.
 - Part numbers and quantities of items being ordered.
 - Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Jedd Powell

Title: Regional Sales Manager

Phone: 801-663-3351

Email: jedd.powell@hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance


2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

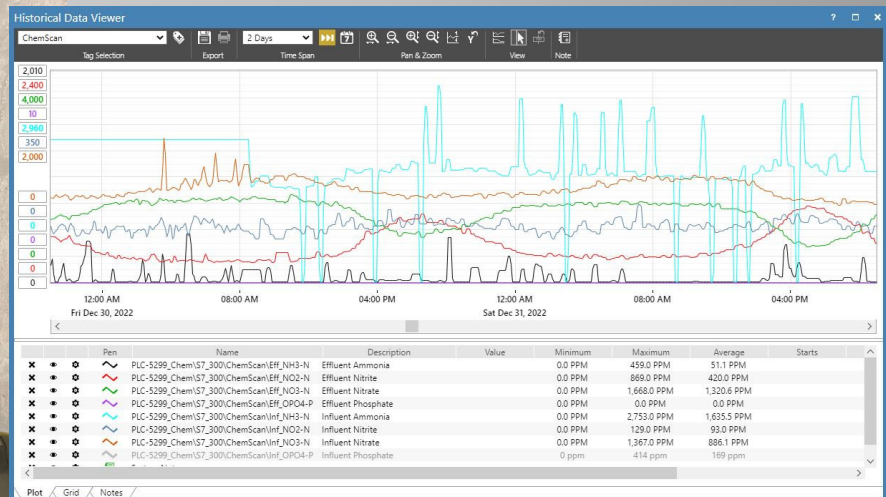
- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.



City of
Coeur d'Alene
IDAHO



Replacement Options



Quoted Prices

Supplier	Purchase Price
Chemscan	\$58,106
Endress/Hauser	\$102,710
Hach	\$105,507





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

DATE: MARCH 13, 2023

FROM: KYLE MARINE, WATER DEPARTMENT ASSISTANT DIRECTOR

SUBJECT: RIVERSTONE LOOPING PROJECT

=====

DECISION POINT:

Should Council approve the low bid (per Public Works Procurement Policy Resolution No. 17-061) and award a contract to North Fork Land Development LLC, for the Riverstone Water Looping Improvements project, in the amount of \$56,243.18?

HISTORY:

The Water Department has continued to work on hydraulic flows throughout the City to help eliminate dead-end water mains, restricted flows, and pressure issues. As the Riverstone development continues to grow, the Water Department has identified several areas where there are bottlenecks in the hydraulic system that help move water across the city. Looping the water main on the end of Bellerive to W. Lima Pl. will create an added loop in the system that would further add to the system's redundancy in this area.

FINANCIAL ANALYSIS:

Funding in the amount of \$750,000.00 was included in the 2022-23 FY budget and will pay for the proposed project. This is part of our Water Comprehensive Plan schedule for Zone enhancement to help water flows.

PERFORMANCE ANALYSIS:

Staff solicited the assistance of Olsen Engineering to evaluate and design the transmission main project in accordance with the 2012 Water Comprehensive Plan recommendations. The consultant completed the design and staff received two (2) responses, with the lowest responsive bid submitted by North Fork Land Development in the total bid amount of \$56,243.18.

DECISION POINT/RECOMMENDATION:

City Council should accept the low bid and award a contract to North Fork Land Development LLC, for the Riverstone Water Loop Improvements project in the amount of \$56,243.18.



CITY OF COEUR D'ALENE
CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83814
208/769-2225 – FAX 208/769-2284

3-21-2023

North Fork Land Development LLC
2468 W Poleline ave
Post Falls, ID 83854

Dear Mr. Pat Berger

The purpose of this letter is to confirm our agreement regarding the water loop improvements at Riverstone for the City of Coeur d'Alene. We have agreed that starting on or about March 15, 2023, work will commence and be completed by May 15, 2023. The scope of work includes the installation of approximately 370 feet of 12-inch C 900. It is further agreed that North Fork Land Development LLC will indemnify, defend and hold the City harmless for any and all causes of action arising from any tortious act or omission by North Fork Land Development LLC in performing this job. Payment will be made only after completion of the work and acceptance by the City, and after the City has received satisfactory evidence that all due or delinquent taxes have been paid (Form EFO00234). Invoices should be mailed to this office's address.

The total amount to be paid for the work shall be an amount not to exceed \$56,243.18. Unless otherwise agreed in writing, the City shall not pay any cost or expense in excess of that amount.

Before commencing work, the following must be provided to this office: (1) this completed and signed Letter of Agreement, (2) a completed W9, (3) a copy of a liability insurance policy naming the City as an additional insured with minimum policy amount of \$500,000 for bodily or personal injury, death, or property damage or loss as a result of any one accident or occurrence, (4) proof of worker's compensation insurance, if required, and (5) proof of Public Works Contractor's license (6) completion and return of the State of Idaho Tax Commission Public Works Contract Report.

Sole proprietors who do not have a current worker's compensation policy may not use any other workers to perform the duties under this agreement. Further, a sole proprietor assumes the entire responsibility and liability for any claims or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this agreement, except for such claims or actions which are founded upon the sole negligence of the City of Coeur d'Alene, or the City's representatives, or employees, agents, invitees, or licensees.

Additionally, Idaho law (I.C. § 44-1001) requires that, for all construction, repair or maintenance work performed for the City, the contractor employ 95% bona fide Idaho residents on the job unless the contractor employs fewer than 50 people. In that case, up to 10% nonresidents may be employed on the job.

The Contractor affirmatively acknowledges that no person shall be discriminated against on the grounds of race, color, sex, sexual orientation, gender identity, or national origin in employment on this project.

Please acknowledge this agreement and return to this office.

Sincerely,

James Hammond, Mayor

CONTRACTOR ACCEPTANCE OF TERMS

Date: _____

Name (individual or company): _____

Authorized Signature: _____

Printed Name and Title: _____



PUBLIC WORKS CONTRUCTION PRICE REASONABLENESS UNDER \$50,000

To: Finance Department

From: Water Dep

Date: 3-6-23

Required Action: For all public works projects this form needs to have the Finance Directors approval prior to the beginning of the project.

Scope: *This policy applies to the selection and hiring of contractors for public works construction projects, which includes any construction, repair and/or reconstruction of buildings, roads, facilities and other improvements on City-owned property paid for with public funds.*

Service Description: Water loop improvements from Bellerive Lane to Lima Pl otherwise known as water loop improvements Riverstone project

Purchase in financial plan? ☒ Yes ☐ No If yes, budget amount in financial plan - \$ 750,000 Acco # 4347-7616

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: \$56,243.18 North Fork Land Development

2nd vendor name and price: \$59,000 Peck & Peck Excavating Inc

3rd vendor name and price: Simco. Could not meet the timeline to submit the bid.

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: Three vendors were scheduled to submit bids but Simco pulled out at the last minute and did not submit. Corey spoke to Tyler with Simco on March 3rd and we were told that he'd submit a bid the day of.

Comptroller Approval Signature: _____

Vonne Jensen

Documentation to be submitted with invoice for payment

Vendor Awarded: North Fork Land Development Date: _____

Contractor registration # _____

Attach Simple contract: ☐ Yes ☐ No Copy to legal for review: ☐ Yes ☐ No

Insurance Agent: _____ Current workers comp ☐ Yes ☐ No

Workers Comp Required - *except Sole Proprietor (who agrees to no helpers on City property)*

Is the City additionally insured for \$500,000 - ☐ Yes ☐ No If No, is there liability exposure to City? ☐ Yes ☐ No

Date received Use Tax or Sales tax paperwork: _____ (please attach)

Date received State Tax Commission notice (Release WH-5) _____ (please attach)

New vendor to the City? ☐ Yes ☒ No If yes, attach a completed W-9

Department Head Signature: _____

All documents attached, invoice/contract ready for payment – AP initials: _____



CDA Water Loop Improvements at Riverstone



Questions?

