



GENERAL SERVICES COMMITTEE

with

Council Members Edinger, Evans & Gookin

April 9, 2018, 12:00 p.m.

AGENDA

VISION STATEMENT

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

1. Amendments to Municipal Code Chapter 8.12 –entitled Fireworks – Craig Etherton
2. Creation of new Municipal Code Chapter 4.35 to be entitled Smoke-Free Zone – Bette Ammon and Bill Greenwood
3. Award of the Collections System Radio/Telemetry Upgrade Project to Power City Electric, Inc. – Jim Remitz

Library Community Room
702 Front Street

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

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 9, 2018
FROM: Craig Etherton, Fire Inspector
SUBJECT: Amendments to Fireworks Ordinance

DECISION POINT: Should the City Council approve amendments to the City's Fireworks Ordinance, Chapter 8.12 of the Municipal Code?

HISTORY: The City currently has an ordinance governing the sale and use of fireworks within the City. Changes in the 2015 version of the International Fire Code (IFC) allow cities to permit or deny the release of "sky lanterns." The Fire Department opposes the release of "sky lanterns" due to fire safety concerns and our close proximity to forested areas. This is an appropriate time to address a number of fireworks-related problems we have had, as well as "sky lantern" use within the City. In early March, the Municipal Services Department sent the proposed code amendments to all previous fireworks stand vendors requesting comments. No comments were received.

FINANCIAL ANALYSIS: There will be no additional cost to the City.

PERFORMANCE ANALYSIS: Your Fire Department feels that the release of "sky lanterns" within the City limits presents a fire safety risk to the City and surrounding forested areas. We also believe that allowing stands to be placed in vacant lots with vegetation is a fire hazard even if the vegetation is maintained. We do not know the type of paints used on the stands and many of them are old. Peeling paint, possibly lead-based, could be present. Also, we have design standards for buildings in our City and the peeling paint does not present a professional appearance. The City has inherited a stand location through annexation which previously stored excess product on-site. This site is now bordered on one side by a home, another side by an upcoming apartment project, and a third side by a gas station.

DECISION POINT/RECOMMENDATION: Council should adopt the proposed amendments to Chapter 8.12, Fireworks, of the Municipal Code.

ORDINANCE NO. ____
COUNCIL BILL NO. 18-_____

AN ORDINANCE AMENDING SECTIONS 8.12.010, 8.12.020, 8.12.030, 8.12.040, 8.12.050, 8.12.090, AND 8.12.100, COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. *That section 8.12.010 of the Coeur d'Alene Municipal Code be amended as follows:*

1. Fireworks, nonaerial common fireworks, and special fireworks, as used in this chapter, shall be defined by Idaho Code sections 39-2602(3), (6), and (8) respectively.
2. “Sky lantern,” as used in this chapter, shall mean an unmanned device with a fuel source that incorporates an open flame in order to make it airborne.

SECTION 2. *That section 8.12.020 of the Coeur d'Alene Municipal Code be amended as follows:*

1. It is unlawful for any person in the city to import, export, offer for sale, sell, possess, keep or store or permit the keeping or storing of any fireworks, other than nonaerial common fireworks, for any use or purpose, except that a person holding a special fireworks permit issued by the fire department may use special fireworks for a safely supervised and conducted public display of fireworks.
2. It is unlawful for any person to release or cause to be released a sky lantern, tethered or untethered, within the city of Coeur d'Alene.
3. It is unlawful for any person to willfully or carelessly release or cause to be released a sky lantern outside the city of Coeur d'Alene in such a manner or under such circumstances that it sets on fire, or causes to set on fire, any structure, timber, grass or grain, or other property within the city of Coeur d'Alene.

SECTION 3. *That section 8.12.030 of the Coeur d'Alene Municipal Code be amended as follows:*

No person without having a valid fireworks permit issued pursuant to terms and conditions set

forth in this chapter shall use, deploy, import, export, possess for the purpose of sale, offer for sale, or sell any fireworks for any use or purpose. No fireworks shall be sold or offered for sale or discharged within the city except between eight o'clock (8:00) A.M. on June 23 and ten o'clock (10:00) P.M. on July 5 of each year. The daily hours of operation for each fireworks stand shall be eight o'clock (8:00) A.M. to ten o'clock (10:00) P.M.

SECTION 4: *That section 8.12.040 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Nonaerial Common Fireworks: Any person desiring to sell nonaerial common fireworks must file an application for a permit with the city clerk no later than May 15 of any year for a permit to sell during that year. The application must be signed by both the applicant and operator and contain the following information:

1. The name and address of the applicant;
2. The names and addresses of the officers, if any, of the applicant;
3. The name and address of the person who will be operating the stand;
4. The location where the applicant will sell fireworks;
5. The name and address of any wholesaler or distributor from whom the retailer proposes to purchase fireworks for resale;
6. The applicant's state sales tax permit number;
7. The manner, methods, and times when and how the applicant proposes to sell fireworks;
8. A drawing depicting the stand dimensions, location of the stand on the property with setbacks from property lines, and uses of adjacent properties;
9. A copy of the "fireworks safety form" signed by the operator and each person employed to work in a fireworks stand. A signed copy of the "fireworks safety form" for each new employee must be submitted to the city before the new employee starts selling fireworks;
10. The seller shall have MSDS sheets available for inspection for all products to be sold from the fireworks stand(s);
11. A complete list of the fireworks that the operator desires to sell at the stand. Additions to the list must be approved in writing by the city before the new fireworks are placed in the stand for sale; and
12. The seller shall identify all proposed locations for storage of excess product.

B. Special Or Theatrical Fireworks Displays: Any person desiring to use fireworks as part of a theatrical production or desiring to make a public display of special fireworks, other than nonaerial common fireworks, within the city must file an application for a permit with the fire department at least twenty (20) days in advance of the proposed event. Issuance of a permit for public displays of special fireworks shall be governed by the currently adopted international fire code.

SECTION 5. *That section 8.12.050 of the Coeur d'Alene Municipal Code be amended as follows:*

The fire chief or his designee shall cause an investigation to be made of each application and submit a report of his findings and recommendations for or against the issuance of the permit, together with his reasons therefor, to the council. The council shall have the power in its discretion to grant or deny any application subject to such reasonable conditions, if any, as it shall prescribe and subject to the following conditions:

A. Retail sale of fireworks to be permitted from temporary stands only. No sales to be permitted from permanent buildings or structures;

B. Temporary stands need not comply with the requirements of the building code of the city; provided, however, that all such stands shall be erected under the supervision of the fire chief or his designee. Stands shall be constructed in a safe manner and of such materials as will ensure the safety of the attendants, patrons and other persons. If wired for electricity, the wiring must conform to the electrical code of the city;

C. Each stand shall have at least two (2) exits at least thirty inches (30") wide which shall be unobstructed at all times and one additional exit for each twenty five feet (25') of rear wall area in excess of twenty five feet (25'). All doors shall open outward and be free and clear at all times;

D. Each stand shall have at least two (2) 2-A rated, 2.5-gallon, water fire extinguishers approved by the fire chief or his designee, located in a readily accessible place;

E. No smoking shall be permitted in or within twenty five feet (25') of a fireworks stand and the premises shall be posted with "no smoking" signs on all four (4) sides of each stand;

F. All flammable weeds, grass and other combustible material shall be cleared from the fireworks stand and for a distance of not less than twenty feet (20') on each side of the stand; no fireworks stand shall be placed where vegetation is present;

G. Fireworks stands shall not be located within twenty five feet (25') of any other building or structure nor within fifty feet (50') of the property line of any gasoline station, oil storage tank or premises where inflammable liquids are kept or stored, nor within one hundred feet (100') of fuel dispensing devices;

H. Each fireworks stand shall have an adult supervisor in attendance at all times. No child or children under the age of sixteen (16) years shall be allowed inside any fireworks stand at any time, nor shall any child under the age of sixteen (16) years be allowed to sell fireworks;

I. Fireworks stands shall be located only in those areas within the city where business or commercial activities are authorized;

J. Fireworks shall not be discharged, ignited or exploded within one hundred feet (100') of any fireworks stand, gasoline station, oil storage tank or premises where ~~in~~flammable liquids are kept or stored;

K. No fireworks stand shall have a floor area in excess of seven hundred fifty (750) square feet;

L. All firework products onsite shall be kept within the perimeter of the stand;

M. Offsite storage must meet the requirements of the City Code, the International Fire Code, and all other applicable codes; and

NL. If merchandise is left in the stand when not open for business, an adult night watchman shall be present at the location and a self-contained living unit or recreational vehicle that includes toilet facilities must be provided for the watchman. No person employed as a watchman shall be permitted to remain inside any stand when it is not open for business.

SECTION 6: *That section 8.12.090 of the Coeur d'Alene Municipal Code be amended as follows:*

Storage of any class of fireworks prior to display or sale ~~and unsold stocks of fireworks remaining after the lawful period of sale as provided by permit~~ shall be only in such places of storage as the fire chief issuing the permit shall approve; however, fireworks shall not be delivered to or stored on property zoned or used as residential. Unsold stocks of fireworks remaining after the authorized retail sales period shall be removed from the eCity on or before July 26.

SECTION 7. *That section 8.12.100 of the Coeur d'Alene Municipal Code be amended as follows:*

Toy guns, pop-its, party poppers, party favors, cap guns, and other similar devices using paper caps containing not more than twenty five one-hundredths (0.25) grain of explosive per compound cap are excluded from the regulations of this chapter.

SECTION 8. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 9. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or

inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 10. After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on _____, 2018.

APPROVED, ADOPTED and SIGNED this _____ day of _____, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Certain Sections of Chapter 8.12 of the Municipal Code

AN ORDINANCE AMENDING SECTIONS 8.12.010, 8.12.020, 8.12.030, 8.12.040, 8.12.050, 8.12.090, AND 8.12.100, COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Certain Sections of Chapter 8.12 of the Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this _____ day of _____, 2018.

Randall R. Adams, Chief Deputy City Attorney

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 9, 2018
FROM: Bette Ammon, Library Director; Bill Greenwood, Parks & Recreation Director
SUBJECT: Smoke-Free Zone Ordinance

DECISION POINT: Should the City Council approve the Smoke-Free Zone Ordinance?

HISTORY: Since the library opened in its current location 10 years ago, library users have frequently had to enter the building through a cloud of cigarette smoke. Even though current signage indicates that State code prohibits smoking within 25 feet of the entrance, this is often ignored. Even when smokers move away from the entrance, smoking around the library is an irritant and a health hazard.

In addition, McEuen Park is a destination recreational site for families with young children and youths. The facilities frequented by children and youths are concentrated immediately to the west of the Library/City Hall campus and east of the Avista Pavilion.

FINANCIAL ANALYSIS: There will be minimum additional cost to the City for signage.

PERFORMANCE ANALYSIS: The Library Board of Trustees unanimously supports the creation of a smoke-free zone surrounding the Library and City Hall campus. The Parks & Recreation Department also supports the creation of a smoke-free zone which encompasses the splash pad, playground, tennis courts, and basketball courts where children frequent, as secondhand smoke is known to be a health hazard especially for young people.

DECISION POINT/RECOMMENDATION: Council should approve the attached Smoke-Free Zone Ordinance.

Chapter 4.35 Smoke-Free Zone

4.35.010: FINDINGS; INTENT:

4.35.020: DEFINITIONS:

4.35.030: PROHIBITION OF SMOKING AND USE OF TOBACCO PRODUCTS:

4.35.040: PENALTIES; ENFORCEMENT:

4.35.010: FINDINGS; INTENT

A. Public health officials have concluded that secondhand tobacco smoke causes disease in nonsmoking adults, including lung cancer and heart disease, and serious conditions in children, including asthma, respiratory infections, middle ear infections, and sudden infant death syndrome. In addition, public health officials have reported that even brief exposure to secondhand smoke can exacerbate adult asthma and allergies, and cause eye, throat and nasal irritation. The U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke. The conclusions of public health officials concerning secondhand tobacco smoke are sufficient to warrant measures that regulate smoking in public places in order to protect the public health.

B. The intent of this Chapter is to protect the public health, comfort and environment, and the rights of nonsmokers to breathe clean air by prohibiting smoking within a specified area around City Hall and the City Library, which is an area frequented by adults and children, who, without this Chapter, would be forced to choose between exposure to secondhand smoke or avoiding these areas whose purpose is provide a benefit to the public at large.

4.35.020: DEFINITIONS:

A. As used in this Chapter, the following terms shall have the meanings indicated:

1. “City Hall Campus” shall mean the area around City Hall and the City Library, specifically the parking areas, driveways, and sidewalks adjacent to the City Hall and City Library buildings, and that area of McEuen Park which lies west of City Hall and the Library and east of the Pavilion, excepting the parking area and sidewalks known as the upper City Hall parking lot located south of the City Hall building and a portion of the sidewalk adjacent to the splash pad, playground, and tennis courts, all as indicated on the accompanying photograph.

2. “Person” means any natural person, business, cooperative association, nonprofit entity, personal representative, receiver, trustee, assignee, or any other legal entity including government agencies.

3. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or dev or any other lighted or heated tobacco or plant product, or chemical compound, intended for inhalation, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any

form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

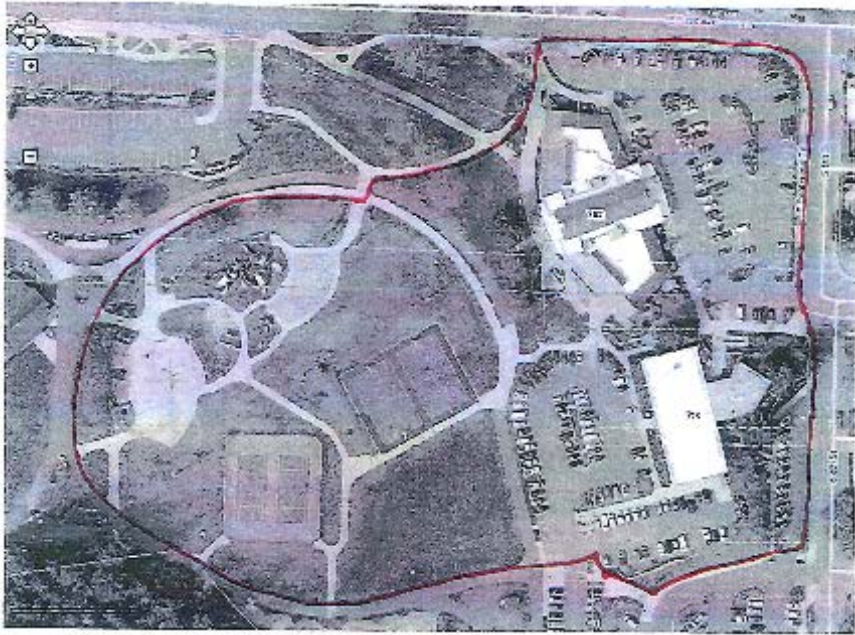
4. “Tobacco Product” means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into a human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

4.35.030: PROHIBITION OF SMOKING AND USE OF TOBACCO PRODUCTS:

- A. Smoking is prohibited in all outdoor areas of the City Hall Campus.
- B. No ash can, ashtray, or other smoking waste receptacle shall be placed in any area in which smoking is prohibited by this Chapter.
- C. No Person shall dispose of used Smoking or Tobacco Product waste within the boundaries of the City Hall Campus.
- D. The presence of smoking waste receptacles in violation of subsection (B) above and the absence of signs prohibiting smoking above shall not be a defense to a violation of any provision of this Chapter.

4.35.040: PENALTIES; ENFORCEMENT:

- A. Each act in violation of this Chapter shall constitute a separate violation.
- B. The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.
- C. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.
- D. Any person violating a provision of this Chapter shall be guilty of an infraction, subject to a fine as established by Rule 9(b)(46), Idaho Infraction Rules.
- E. Any violation of this Chapter is also declared to be a public nuisance.



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 9, 2018
FROM: James Remitz, Capital Program Manager
SUBJECT: Award of Contract with Power City Electric, Inc., for Construction of the Collections System Radio/Telemetry Upgrades

DECISION POINT: Should the City Council award a contract to Power City Electric, Inc., for the construction of the Collections System Radio/Telemetry Upgrades in the amount of \$134,405 and authorize the Mayor to execute the attached agreement?

HISTORY: The City's sewage collection system consists of approximately 220 miles of buried sewer main piping, 3,500 manholes, and 11 sewage lift (pump) stations that convey customer sewage to the City's Advanced Wastewater Treatment Facility. In order to efficiently operate this system, radio telemetry equipment has been installed at each of the eleven (11) lift stations. This equipment enables City staff to monitor the operation of each lift station and respond quickly to operational alarms, thereby reducing the potential for sewage back-ups. This project will upgrade the radio telemetry equipment at each lift station by replacing outdated and malfunctioning equipment with new equipment.

Trindera Engineering performed the electrical engineering for the upgrade project and assisted in providing the bidding documents for construction of the upgrades. Bids were solicited for two (2) weeks in the CDA Press during February 2018, but no bids were received by the scheduled March 1 bid opening date. Upon consultation with the City Legal Department, and in accordance with Idaho Statute § 67-2805, the City (through Trindera Engineering) solicited three (3) price quotes for this work from qualified contractors. Only one (1) price quote was received, from Power City Electric, Inc. (see attached price quote). Trindera Engineering recommends award of this work to Power City Electric, Inc. (see attached Trindera Engineering letter).

FINANCIAL ANALYSIS: Funds for this project have been budgeted for and are available in the approved FY 17-18 Wastewater Operating Fund.

PERFORMANCE ANALYSIS: Power City Electric, Inc., is qualified and capable of performing the work required in this contract. The Wastewater Department has had experience working with Power City Electric, Inc., and has been very pleased with the quality and timeliness of work performed by Power City Electric, Inc.

RECOMMENDATION: Council should approve the price quote and award the contract for the Collections System Radio/Telemetry Upgrade to Power City Electric, Inc., in the amount of \$134,405, and authorize the Mayor to execute the agreement for this project.

SECTION 00 52 13

AGREEMENT

This Agreement is by and between the City of Coeur d'Alene ("Owner")

and

Power City Electric, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of Coeur d'Alene Wastewater Department – Collection System Telemetry Upgrades.

ARTICLE 3 – ENGINEER

- 3.1 The part of the Project that pertains to the Work has been designed by:

Trindera Engineering
1875 N. Lakewood Drive, Suite 201
Coeur d'Alene, ID 83814

- 3.2 The Owner has retained Trindera Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 Contract Times: Dates

- A. The Work will be substantially completed within 90 calendar days from the date of issuance of the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days from the date of issuance of the Notice to Proceed.

4.3 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and

difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expire after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.4 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.2 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.2 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, a lump sum of: Base Bid of \$129,905.00 and Optional Adder for manufacturer start up and tuning of new radios of \$ 4,500.00 for a total of **\$ 134,405.00**.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 21st day of each month during performance of the Work as provided in Paragraph 6.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.1 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:

This Agreement (pages 1 to { }, inclusive).

- 1. Performance bond (pages { } to { } inclusive).
- 2. Payment bond (pages { } to { } inclusive).
- 3. Other bonds.
 - a. { } (pages { } to { }, inclusive).
- 4. General Conditions (pages { } to { }, inclusive).
- 5. Supplementary Conditions (pages { } to { }, inclusive).
- 6. Specifications as listed in the table of contents of the Project Manual.
- 7. Drawings (not attached but incorporated by reference) consisting of { } sheets with each sheet bearing the following general title: { } **[or]** the Drawings listed on the attached sheet index.

8. Addenda (numbers { } to { }, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages { } to { }, inclusive).
 - b. Specification Section 00 52 10 - Notice of Award.
10. The following which maybe delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non- competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION

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April 2, 2018

City of Coeur d'Alene
Wastewater Utility
765 W. Hubbard
Coeur d'Alene, ID 83814

Attention: Mr. Jim Remitz

Subject: City of Coeur d'Alene Wastewater Department – Collections System
Radio/Telemetry Upgrades

Dear Jim:

During 2017, Trindera (TEI) was responsible for the design of the Collections System Radio/Telemetry Upgrades project as part of the annual maintenance/renovation plan.

On February 9 and 16, 2018, the advertisements were posted by the City of Coeur d'Alene City Clerk. On March 1, 2018, the Bid opening took place with no submissions from contractors for this work to be done. With this result, TEI was requested to reach out to three (3) approved Electrical Contractors with approved Control System Integrators (CSI) within the area.

On March 1, 2018, TEI solicited three (3) separate quotes for City review to select the most qualified Contractor and CSI to perform the necessary work. The solicitation for quotes was given a two (2) week timeframe to submit all necessary information and proposed construction cost estimates by March 16, 2018. TEI received one (1) quote and is detailed in the table below:

Contractor	Contractor Rep.	Solicitation for Quote Response	Submitted
Power City Electric (PCE)	Steve Gilbertz	Accepted	3/15/2018
Mountain States Electric (MSE)	Dave Perrins	Denied	NA
Mac's Electric (ME)	Steve McMaster	Denied	NA

This request for three (3) independent quotes is to ensure a competitive price market for the City as this follows the sequence of Idaho public bid law. TEI suggests the approval of Power City Electric as we feel they are fully qualified to perform the scope of this work for the base price quote of \$129,905.00 as shown in PCE quote dated 03/15/2018. TEI recommends the approval of Optional Adder #3 for the additional price of \$4,500 to facilitate manufacturer testing and checkout.

The base price and optional adder are deemed justified, by the Engineer's Construction Cost Estimate, dated 03/02/2018, at the subtotal price of \$132,449. The work and cost basis is seen as being in the City's best interest and at an approved financial cost.

Sincerely,

A handwritten signature in blue ink, reading "Spencer A. Goodall". The signature is fluid and cursive, with the first name "Spencer" and last name "Goodall" clearly legible.

Spencer Goodall
Project Engineer





E. 3327 OLIVE
SPOKANE, WA 99202
PHONE: (509) 535-8500
FAX: (509) 535-4665

PROPOSAL

PROPOSAL SUBMITTED TO Trindera Engineering and City of Coeur D' Alene	DATE 3/15/18
STREET 765 W Hubbard	JOB NAME Collection System Telemetry upgrades
CITY, STATE, AND ZIP CODE CDA, ID 83814	JOB LOCATION 765 W Hubbard
ATTN: Spencer Goodall	PHONE: 208-620-3342

Spencer,
Thank you for the opportunity to provide a quote for the Collection System Telemetry upgrades.

The price below includes the following:

- Installation per Specs and scope of work.
- Master Control Panel
- PLC Base units
- PLC Analog Input Modules
- Radios, antennas, cables, surge protectors, and power supplies
- Installation of PLC's and Radio's in existing panels
- Field Investigation and documentation of existing panels
- Drawing package for each individual panel
- FAT at Woodhawk Controls in CDA
- UL508A Listing only for new Master Panel.
- Electrical Permits

Sequence of events

As discussed with Spencer at Trindera. PCE will do all work possible ahead of time before taking down any part of the existing system. As I am being told that both bandwidths cannot be operated at the same time. PCE will take down systems one at a time and install the new antennas starting in preference as given by the city. While we will make every attempt to bring all stations online as quickly as possible it could take up to 2 weeks from initial outage to bring everything online. When stations are offline there will not be anyone from PCE onsite outside of normal business hours.

Exclusions

- Overtime.
- Temp Power.
- UL listing of existing panels.
- Programming of all panels and radios(by others per spec).

Pricing Options

Description	Price
Base Price as requested.	\$129,905.00
Optional adder for UL listing of existing panels.	\$34,000.00
Optional adder Brand new control panels to replace existing.	\$37,475.00
Optional adder for Manufacturer start up and Tuning of new radios.	\$4,500.00

I look forward to your input on this scope proposal. Feel free to contact me at any time if further questions arise or more detail is needed.

Thanks for the opportunity.
Steve Gilbertz

Proposal Acceptance:		
Authorized Customer Signature	Printed Name	Date

SECTION 00 41 13
BID FORM
FOR
COLLECTION SYSTEM TELEMETRY UPGRADES

ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to:

***The Honorable Mayor and Council of the City of
Coeur d'Alene City Hall, 710 E. Mullan Ave., Coeur
d'Alene, Idaho 83814***

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.2 Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	\$ 129,905.00
--------------------	---------------

One Hundred Twenty Nine Thousand Nine Hundred Five Dollars AND 00/XX
 Amount of Bid (written out)

ARTICLE 6 – TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.6 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.1 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; ID Contractor's License #ELE-C-2165
 - C. Contractor's Idaho Public Works Contractor License No.: PWC-C-14180-UNLIMITED-4
- 7.2 In connection with major items of equipment to be furnished and installed in this Project, Bidder expressly agrees to the following provisions:
- A. That the Bid stated above includes the furnishing and installing of major equipment furnished by the manufacturer which Bidder has selected from those manufacturers listed in specifications.
 - B. That the installed price of the equipment includes the cost (if any) of changes in the structure, buildings, piping, wiring, accessories, etc., necessary to accommodate the particular equipment proposed.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

POWER CITY ELECTRIC, INC.

By:

[Signature]



[Printed name]

Dan Aga, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Colin Thompson

Title:

Secretary-Treasurer

Submittal Date:

March 16, 2018

Address for giving notices:

3327 E. Olive Ave., Spokane, WA 99202

Telephone Number:

(509) 535-8500

Fax Number:

(509) 535-4665

Contact Name and e-mail address:

Dan Aga, President

DAga@powercityelectric.com

Bidder's License No.:

ELE-C-2165

(where applicable)

END OF SECTION



P.O. Box 2507
Spokane, WA 99220-2507
Phone (509) 535-8500
Fax (509) 535-4665

March 16, 2018

TO WHOM IT MAY CONCERN:

The individual signing below hereby represents and warrants that he is duly authorized by Corporate Resolution to execute and deliver any instruments of whatever nature entered into by this Corporation.

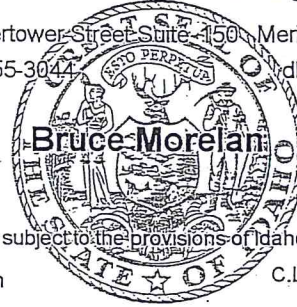
POWER CITY ELECTRIC, INC.

A handwritten signature in blue ink, appearing to read "Dan Aga", is written over a horizontal line.

Dan Aga, President

State of Idaho - Division of Building Safety

1090 E. Watertower Street Suite 150 Meridian ID 83642
(800) 955-3044 dbs.idaho.gov



Issued subject to the provisions of Idaho Code

Chris L. Jensen
Administrator

C.L. "Butch" Otter
Governor

Type	Lic/Cert	Issued	Expires
ELE CONTRACTOR	ELE-C-2165	9/4/75	9/30/18
POWER CITY			
ELECTRIC INC			

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Power City Electric, Inc.
3327 E. Olive Avenue, Spokane, WA 99202

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER (Name and Address):

City of Coeur d'Alene
710 E. Mullan Ave., Coeur d'Alene, ID 83814

BID

Bid Due Date: March 16, 2018

Description (Project Name—Include Location): Collection System Telemetry Upgrades

BOND

Bond Number: Bid Bond

Date: March 16, 2018

Penal sum Five Percent of Amount Bid

\$

5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Power City Electric, Inc. (Seal)

Bidder's Name and Corporate Seal

By:


Signature


Dan Aga

Print Name

President

Title

Attest:


Signature

Linda J. Hahn

Title

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By:


Signature (Attach Power of Attorney)

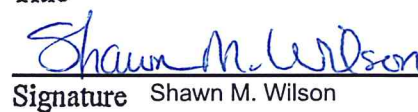
Shelly Donovan

Print Name

Attorney-in-Fact

Title

Attest:


Signature

Shawn M. Wilson

Surety Account Executive

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Power City Electric, Inc.

OR

Project Description: Collection System Telemetry Upgrades

Obligee: City of Coeur d'Alene

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shelly Donovan** of the City of **Spokane**, State of **WA**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24th** day of **June, 2016**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

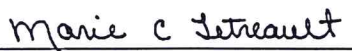

Robert L. Raney, Senior Vice President

On this the **24th** day of **June, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of March, 2018.

Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



COLLECTIONS SYSTEM RADIO / TELEMETRY UPGRADE

APRIL 2018

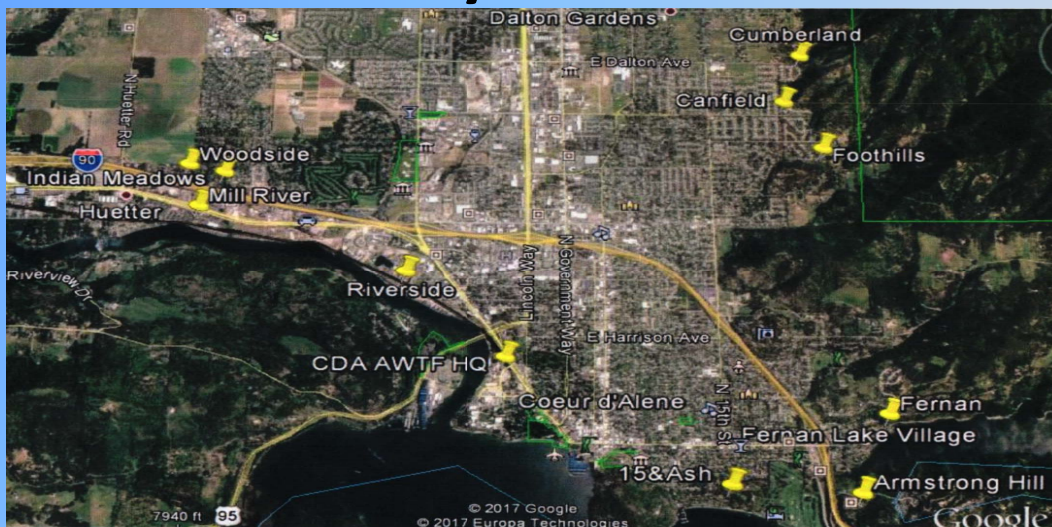


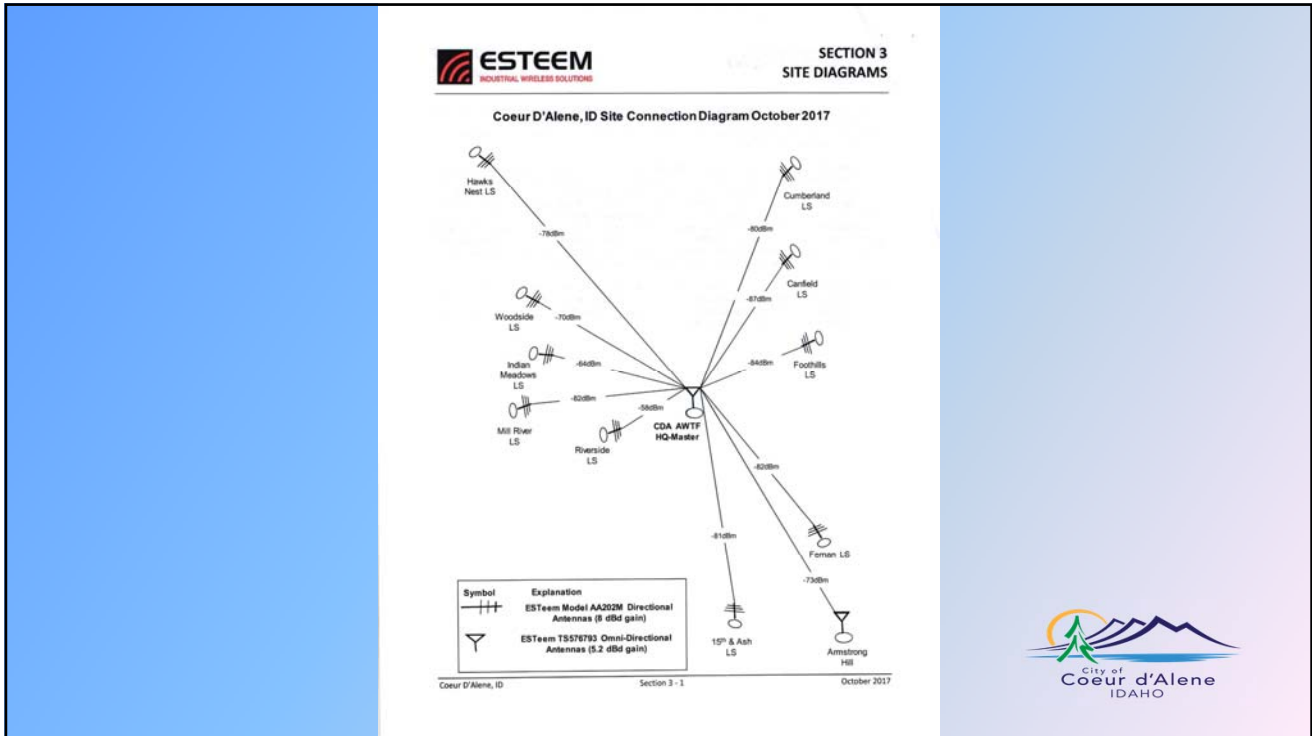
NEED FOR PROJECT

- Replace outdated and obsolete Programmable Logic Controllers (PLC's)
- Upgrade Radio System (radios and antennas)
- Enhance SCADA system reliability



Collections System Lift Stations





Typical Lift Station Communication Panel



Typical Communication Antenna

