

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 May 13, 2024, 12:00 p.m.

Library Community Room 702 Front Avenue

AGENDA

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

Item 1 Request Rejection of Bids for the Compost Facility Maintenance Project

STAFF REPORT BY: Mike Becker, Capital Programs Manager, Wastewater Department

Item 2 Request Approval of a Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., for the 4th of July Parade and Fireworks Show

STAFF REPORT BY: Renata McLeod, Municipal Services Director

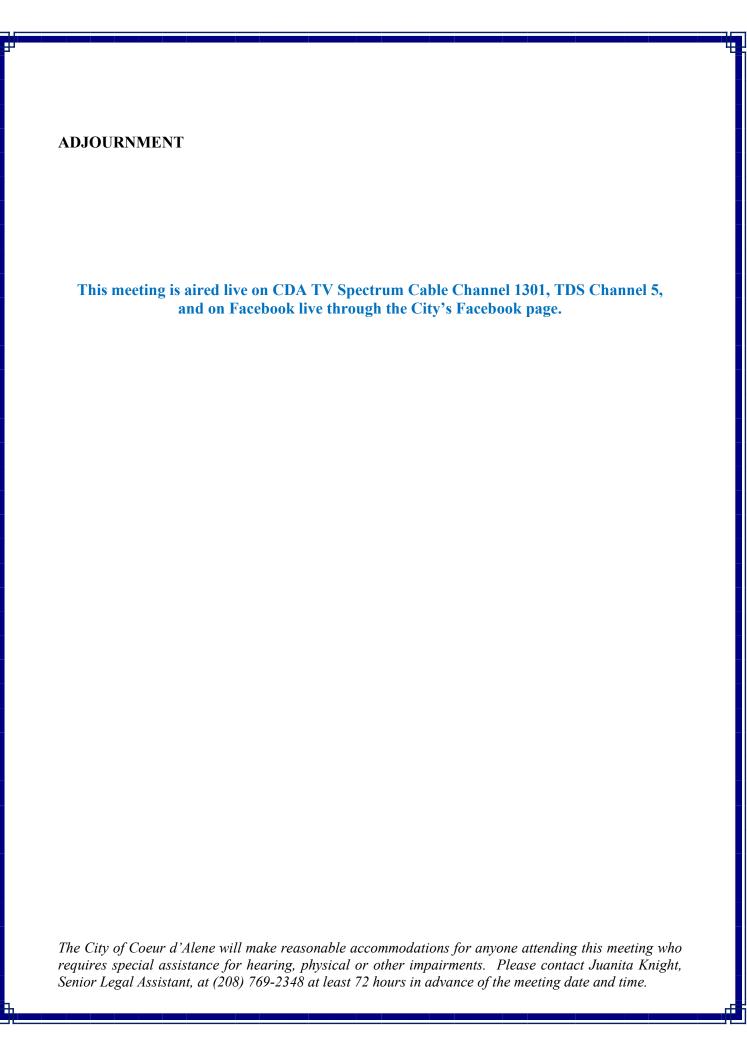
Item 3 Request Approval of a Memorandum of Understanding with Kootenai County for Idaho Regional Optical Network (IRON) High Speed Fiber

STAFF REPORT BY: Renata McLeod, Municipal Services Director

Item 4 Request Approval for the Contract with Verdis for a generator upgrade at Fire Station 1

STAFF REPORT BY: Lucas Pichette, Fire Department Deputy Chief

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 72 hours in advance of the meeting date and time.



GENERAL SERVICES/PUBLIC WORKS STAFF REPORT

DATE: May 13, 2024

FROM: Mike Becker, Capital Programs Manager, Wastewater Dept.

SUBJECT: Compost Facility Maintenance Project – Rejection of Bids

DECISION POINT: Should City Council reject all bids for the 2024 Compost Facility Maintenace Project?

HISTORY: City growth equates to increased sewer flows and ultimately increased biosolids. Located at the Compost Facility, this project is intended to enhance compost production by reducing the Operation and Maintenance costs. Similar to the 2019 Compost Building Project, this design is a tremendous time saver. It places the aeration system within the floor which allows the loaders to freely operate without the assembling and disassembling of aeration pipes within the compost piles.

FINANCIAL ANALYSIS: On April 11, 2024, and in compliance with the City's Procurement Policies and Idaho Code § 67-2805, the City solicited Public Works Construction Bids for this project. On May 2, 2024, the City received the following bids:

General Contractor/Bidder	Base Bid	Add Alt #1	Total Bid
TML Construction, Inc. Hayden, Idaho	\$365,500	\$54,000	\$419,500
Dardan Enterprises Post Falls, Idaho	\$334,400	\$60,683	\$395,083
Apollo, Inc Kennewick, Washington	\$312,699	\$46,799	\$359,498
Engineer's Estimate:	\$175,000 to \$190,000		

The basis of award is for the base bid only and all of these base bids exceeded our 2023/2024 Budget (\$160,000.00).

PERFORMANCE ANALYSIS: Idaho Code § 67-2805(1)(d) allows Council to reject all bids and staff is recommending rejection because all bids greatly exceeded the engineer's estimate. Another consideration for rejecting the bids is the first 21 days of composting requires the piles to aerate under a climate-controlled environment. Since this project is within the existing compost building footprint, the construction window is confined within the drier/warmer summer months (Mid-June to Mid-September). Per conversations with Apollo, some of the specialized

materials required for this project may delay the completion date, forcing longer facility composting days. Based on the above information, Staff believes rejecting all bids and allowing another year of equity to build up and rebid this project this next winter is in the best interest of the City.

DECISION POINT/RECOMMENDATION: City Council should reject all bids for the 2024 Compost Facility Maintenance Project and allow the Wastewater Department to rebid the project next winter.

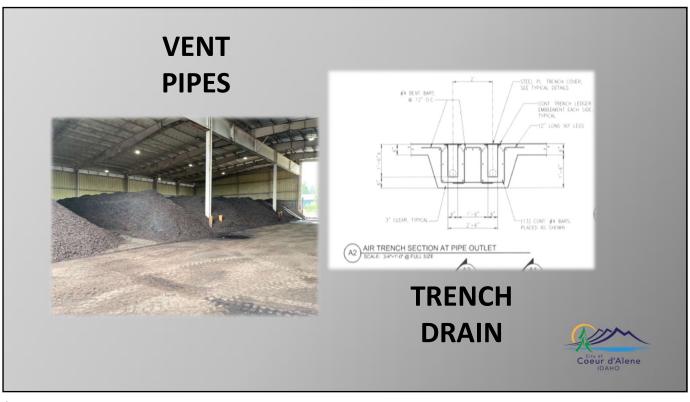


CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

COMPOST FACILITY MAINTENANCE PROJECT REJECTION OF BIDS







BID BREAKDOWN

General-Contractor/Bidder¤	Base-Bid¤	Add-Alt-#1¤	Total-Bid¤
TML·Construction,·Inc.¶ Hayden,·Idaho¤	\$365,500¤	\$54,000¤	\$419,500¤
Dardan-Enterprises¶ Post-Falls, Idaho¤	\$334,400∞	\$60,683¤	\$395,083¤
Apollo,·Inc¶ Kennewick,·Washington¤	\$312,699¤	\$46,799¤	\$359,498¤
Engineer's Estimate:¤	\$175,000·to·\$190,000¤		



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STAFF'S RECOMMENDATION:

CITY COUNCIL SHOULD REJECT ALL BIDS FOR THE 2024 COMPOST FACILITY MAINTENANCE PROJECT AND ALLOW THE WASTEWATER DEPARTMENT TO REBID THE PROJECT NEXT WINTER.



QUESTIONS FOR STAFF?



GENERAL SERVICES/PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: MAY 13, 2024

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE

COEUR D'ALENE REGIONAL CHAMBER OF COMMERCE, INC. (CHAMBER) FOR THE 4TH OF JULY PARADE AND FIREWORKS

SHOW

DECISION POINT: Should Council approve the proposed Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., ("Chamber") for the 4th of July parade and fireworks show?

HISTORY: At the July 19, 2022, Council meeting, Council requested staff to begin looking at options for entering into agreements with entities sponsoring the large special events held in the City. Agreements allow the City to negotiate with the sponsor to take on additional responsibilities such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payments in addition to the general fees. Last year was the first year that the City entered into an agreement with the Chamber. The proposed Memorandum of Agreement (MOU) mirrors the requirements from last year with additional insurance clauses. The MOU clarifies the roles and responsibilities to ensure there are no questions the day of the event. The Chamber 4th of July Parade and Fireworks Show has been a long-standing tradition in the community. The Parade takes place earlier in the day and then there is a large break in time before the evening firework display that requires a lot of traffic control for disbursement after the show.

The Streets and Engineering Department crafted the traffic safety plan, which will remain the plan into the future in the absence of significant changes to the event or the street system. This plan satisfies the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). The Streets and Engineering Department have worked with the Chamber to provide flagger certification training and limit the number of volunteers needed at non-emergency intersections. Additionally, they have negotiated private traffic control numbers for the Chamber so that the cost will not exceed \$8,000.00.

FINANCIAL ANALYSIS: The fee included under the proposed Memorandum is \$750.00, with a \$1,000.00 security deposit, based on permit fees in place at the time of this negotiation. There are some legal restrictions regarding covering events costs, including that the fee must be reasonably related to, and cannot be higher than, the actual costs for the event. When there is a controversial political message which might offend a hostile crowd, it is unconstitutional to add to the fees the sponsor must pay. Further, a fee that is based on the content of the message violates the First Amendment. While there are additional costs to City departments with the 4th of July events, the Chamber has picked up additional costs as well. Last year the Chamber provided a cost breakdown of \$64,062.28 in expenses. It also estimates volunteer hours to have a

value of \$9,399.60 for a total of \$73,461.88. The Memorandum outlines the responsibilities of the City and Chamber in order to level the amount of staff time needed for these types of community events.

The following are the City costs associated with the 2022 4th of July event, not including the rental of lighting for the Park needed at the Fireworks breakup costing approximately \$1,500.00. Please note these are costs for the entire day and they are not specific to the hours of the events:

7/4/2022 4th of July (Mon)

STAFFING	All Wages	OT Wages
	& Benefits	& Benefits
Fire	\$29,330.12	\$7,893.11
Police	62,222.21	35,925.82
Streets	11,263.44	-
Parks	9,314.17	
	112,129.94	<mark>43,818.93</mark>
wages w/out		
ОТ	68,311.01	

DECISION POINT/RECOMMENDATION: Staff recommends the approval of the proposed Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., (Chamber) for the 4th of July parade and fireworks show.

MEMORANDUM OF UNDERSTANDING BETWEEN

CITY OF COEUR D'ALENE AND

COEUR D'ALENE REGIONAL CHAMBER OF COMMERCE, INC. FOR

4th of JULY PARADE AND FIREWORKS SHOW

I. PURPOSE:

This Memorandum of Understanding is between the City of Coeur d'Alene, Idaho ("CDA") and the Coeur d'Alene Regional Chamber of Commerce, Inc., ("CC"), and is intended to document the parties' understanding of, and agreement to cooperate on, the 4th of July Parade and Fireworks Show ("Event").

II. RECITALS:

WHEREAS, CDA is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, CC is a non-profit corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, CC annually sponsors the Event in downtown Coeur d'Alene; and

WHEREAS, CDA and CC recognize the need for and efficiency of a Memorandum of Understanding ("MOU") in establishing each party's expectations, as well as the roles and responsibilities of each party, for the Event; and

WHEREAS, it is the mutual desire of CDA and CC to memorialize their understanding and agreement with respect to their cooperation on the Event; and

WHEREAS, this MOU creates a mutually beneficial solution for the parties involved.

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. <u>CC hereby agrees:</u>

- 1. To sponsor a Parade on Tuesday, July 4, 2024, and pay CDA a fee of seven hundred fifty and no/100 dollars (\$750.00), together with a refundable damage deposit of one thousand and no/100 dollars (\$1,000.00). This fee and deposit have been paid;
- 2. To be solely responsible for the organization and operation of the Parade, except as set out in paragraph III(B) of this MOU;

- 3. To meet with CDA at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;
- 4. To provide one (1) qualified adult ("Monitors") to monitor and oversee the traffic barricades used for the Parade at each intersection on E. Sherman Avenue needed for emergency services, which at this time are identified as Second, Third, Fourth, Seventh, Eleventh, Fifteenth, and Twenty-Second Streets, subject to modification in the traffic control plan; and to provide one (1) qualified adult to monitor and oversee the traffic barricades at all other intersections on E. Sherman Avenue along the parade route and assembly area. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training regarding the proper methods of traffic control for parades;
- 5. To supervise the Monitors in a reasonable and professional manner, and to provide and require said Monitors to wear a safety vest at all times when on duty, and to carry identification showing that they are authorized to oversee the traffic control devices on behalf of CC;
- 6. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of CC;
- 7. CC shall coordinate the towing of vehicles parked in violation of the signs with the Coeur d'Alene Police Department;
- 8. To assure that all traffic barricades supplied by CDA remain in their proper positions, in accordance with the traffic control plan, to ensure that traffic from side streets does not enter the Parade route until the Parade is completed;
- 9. That the Parade route shall be on Sherman Avenue from 15th Street to 1st Street, with an assembly area on Sherman Avenue from 15th Street to 23rd Street. CC will inform Parade participants to exit at the end of the Parade from Northwest Boulevard onto N. Government Way, and CC shall station personnel at that intersection to assure compliance;
- 10. That CC may begin staging for the Parade no earlier than 8:00 a.m., on Tuesday, July 4, 2024;
- 11. That the Parade shall start at 10:00 a.m., and be completed by 1:00 p.m., on Tuesday, July 4, 2024, at which time CC will begin cleaning the Parade route, together with the open space at the southeast corner of Sixth Street and E. Sherman Avenue, and will remove any CC property that was placed for the Parade. Clean-up shall be completed no later than 4:00 p.m. on Tuesday, July 4, 2024;
- 12. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the Event, or such other time as agreed by CDA;

- 13. That CC shall sponsor a community Fireworks display on Lake Coeur d'Alene off City Beach;
- 14. To hire a maximum of twenty (20) certified flaggers to assist with traffic control for traffic exiting the downtown area after the Fireworks display, for a cost not to exceed \$8,000.00. CC will provide up to six (6) CC employee flaggers in addition to the 20 contractor flaggers. CC will enter into a contract for the certified flaggers at least ninety (90) days prior to the Event and provide a copy of the contract to CDA;
- 15. That CC shall lease the following listed City parking lots on July 4, 2024, from 12:01 a.m. to 11:59 p.m.:
 - a. -City Hall lot
 - b. -Independence Point lot
 - c. -Museum lot
 - d. -Memorial Field Paved lot
 - e. -4th Street Parking Garage
 - f. -Coeur d'Alene Public Library
 - g. -McEuen Park Parking Facility
- 16. That consideration for the lease of parking lots shall be \$9.00 per space, payable to the City of Coeur d'Alene Parking Fund;
- 17. That payment for the lease shall be made on or before July 31, 2024;
- 18. That CC agrees that it will charge no more than \$20.00 per space for all leased parking spaces during the term of the lease; and
- 19. That CDA shall be allowed spaces at the Independence Point lot for the Police Department command trailer, and Fire Ambulance and staff vehicle, spaces at the City Hall lower lot for Police Department staging purposes, and spaces in front of the Human Rights Education Institute on July 4, 2024, as shown on the attached photographs as Exhibit "A."
- 20. That CC, including its agents, employees, licensees, and all parade participants, shall be allowed to distribute candy during the Parade in accordance with the following rules:
- 21. Candy distribution should be done in a safe and responsible manner at all times.
- 22. Only authorized individuals or groups, such as parade volunteers or event organizers, should be designated as official candy distributors. Unauthorized individuals, including participants or spectators, should not distribute candy during the parade.
- 23. Candy Choices: Candy should be individually wrapped and in its original packaging.

- 24. Candy should be appropriate for all ages, taking into consideration potential choking hazards for young children.
- 25. CC is responsible for cleaning up any candy wrappers or debris left behind during the parade. It is important to leave the parade route clean and free of litter.
- 26. CC is responsible for enforcing these rules for the distribution of candy during the Parade.
- 27. That it will ensure the Fireworks display by the Hagadone Hospitality Co. ("HHC") shall begin no earlier than 9:00 p.m. on the day of the Parade, and be completed by 11:00 p.m.;
- 28. To provide sufficient fixed street trash disposal containers and green cans capable of holding all trash generated by each Parade, placed at convenient locations. The containers shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the containers, and that the streets remain free and clear of trash;
- 29. To maintain general liability insurance with limits of at least \$500,000.00, proof of which shall be provided to the City, naming CDA as an additional insured;
- 30. To hold harmless, and indemnify CDA, its officers, agents, and employees, from and against any and all damages or liability to the extent such arises out of the CC's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property;
- 31. Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects. Each party shall be liable for any and all claims, damages, or suits arising from the acts, omission or negligence of its officers, agents and employees;
- 32. To provide twelve (12) portable toilets for vendors and customers, placed in accordance to the traffic control plan. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying portable toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is CC's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner, and shall be secured during periods of inactivity. At least two (2) of the portable toilets shall be ADA compliant. Portable toilets shall be placed and operational prior to setup;

B. <u>CDA hereby agrees:</u>

- 1. To provide a traffic control plan for the Parade and Fireworks as attached as Exhibit "B." Among the elements of the plan shall be closure of E. Sherman Avenue from 23rd Street to Northwest Boulevard, Northwest Boulevard from E. Sherman Avenue to W. Garden Avenue, and Government Way from Northwest Boulevard to E. Wallace Avenue; and a hard closure at 2nd Street and E. Sherman Avenue thirty (30) minutes prior to the start of the Parade;
- 2. To meet with CC at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;
- 3. That no more than three (3) days or less than two (2) days prior to the date of the Parade, CDA will place "No Parking" signs, approved and supplied by CDA, along the Parade route. CC is responsible for providing the appropriate information on the "No Parking" signs, CDA will insert the information and remove the signs following the Parade.
- 4. That the Coeur d'Alene Police Department shall coordinate with CC the towing of vehicles parked in violation of the "No Parking" signs;
- 5. To provide and set up traffic barricades needed to comply with the traffic control plan. Set up shall begin, and E. Sherman Avenue will be closed along the Parade route and the assembly area, at 5:00 a.m.;
- 6. To provide and set up a twelve-foot, three-tier aluminum bleacher in the open space between Third Street and Fourth Street on Sherman Avenue for CC's Parade commentator;
- 7. To remove the traffic barricades following the completion of the Parade;
- 8. To provide five (5) portable lights for City Park, three (3) portable light within the park, and two (2) portable light at Independence Point at no charge to CC. These lights will be placed by CDA prior to dusk and will be removed after the Fireworks display has been completed. The location of the portable lights may be changed at the direction of the Coeur d'Alene Police Department;
- 9. To provide fire inspections for food trucks which may be located in City Park on July 4, 2024, by a third party;
- 10. To provide and set up traffic barricades needed to control traffic exiting the downtown area after the Fireworks display has been completed. Set up of these barricades shall begin at 6:30 p.m.;
- 11. To provide to CC the following listed City parking lots on July 4, 2024, for CC's exclusive use (except as provided herein) from 12:01 a.m. to 11:59 p.m.:

- a. -City Hall lot
- b. -Independence Point lot
- c. -Museum lot
- d. -Memorial Field Paved lot
- e. -4th Street Parking Garage
- f. -Coeur d'Alene Public Library
- g. -McEuen Park Parking Facility; and
- h. To charge CC \$9.00 per space for the parking lots.

C. <u>It is further agreed by all parties:</u>

- 1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
- 2. That this MOU may be modified only by mutual written agreement.
- 3. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its own officers, agents and employees.

IV. TERMINATION FOR CONVENIENCE:

CDA may terminate this Agreement at any time by giving thirty (30) days' written notice to CC of such termination and specifying the effective date of such termination. In the event that CDA terminates this Agreement, any unused portion of the security deposit and the fees for Parades not held will be refunded by CDA. CC may terminate this Agreement at any time by giving thirty (30) days' written notice to CDA of such termination and specifying the effective date of such termination. In the event that CC terminates this Agreement, any unused portion of the security deposit will be refunded by CDA, but no portion of the Parade fees will be refunded.

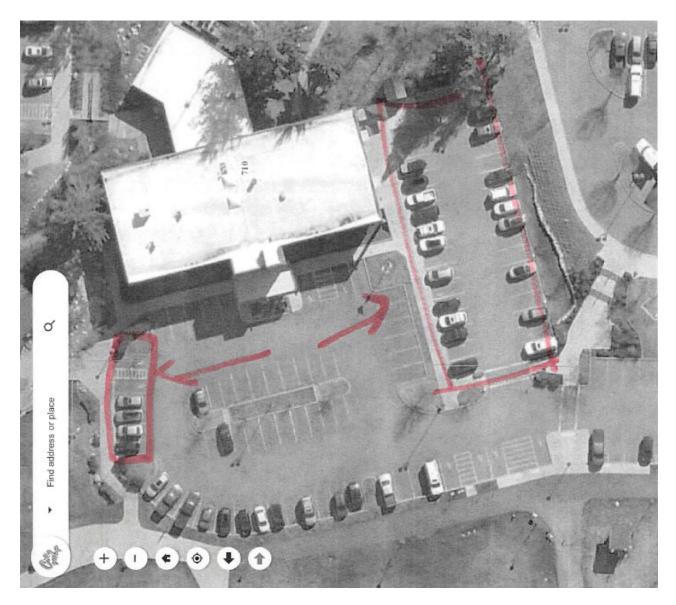
Dated this day of, 2024.	
CITY OF COEUR D'ALENE	COEUR D'ALENE REGIONAL CHAMBER OF COMMERCE, INC.
James Hammond, Mayor ATTEST:	Linda Coppess, President/CEO
Renata McLeod, City Clerk	

Exhibit "A"



INDEPENDENCE POINT

Exhibit "A"

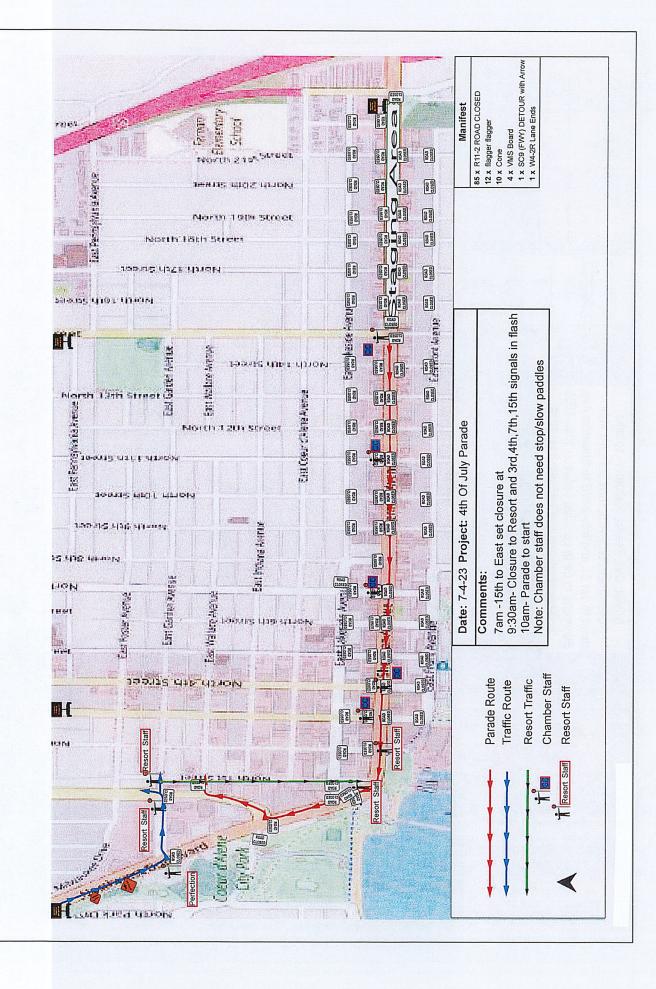


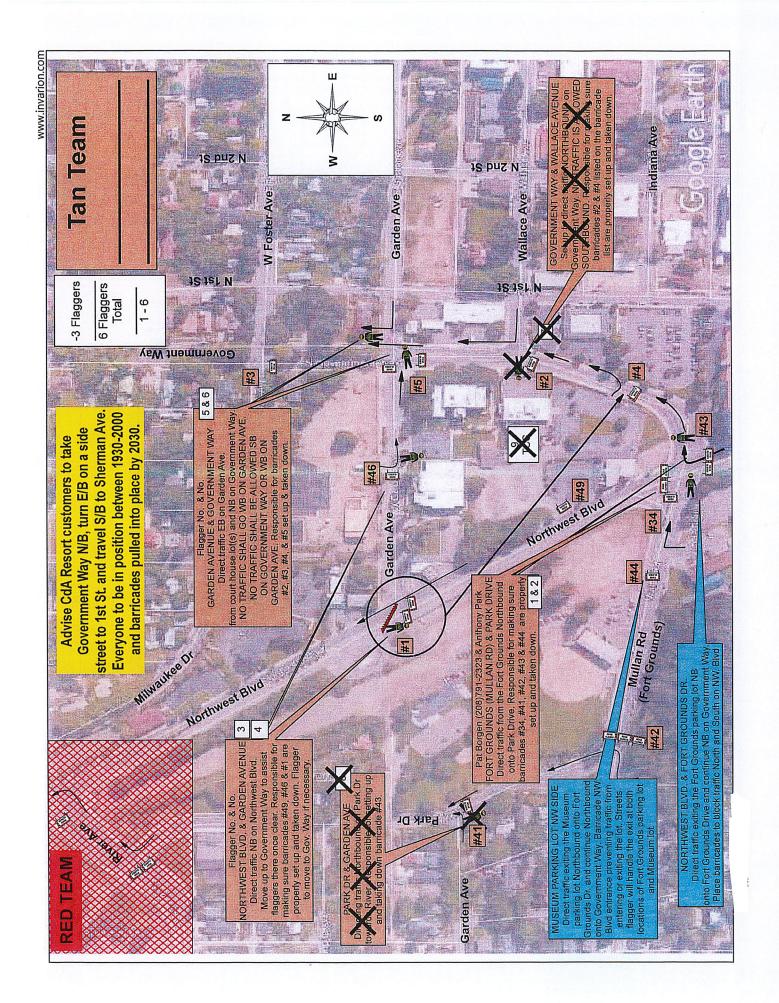
CITY HALL

Exhibit "A"



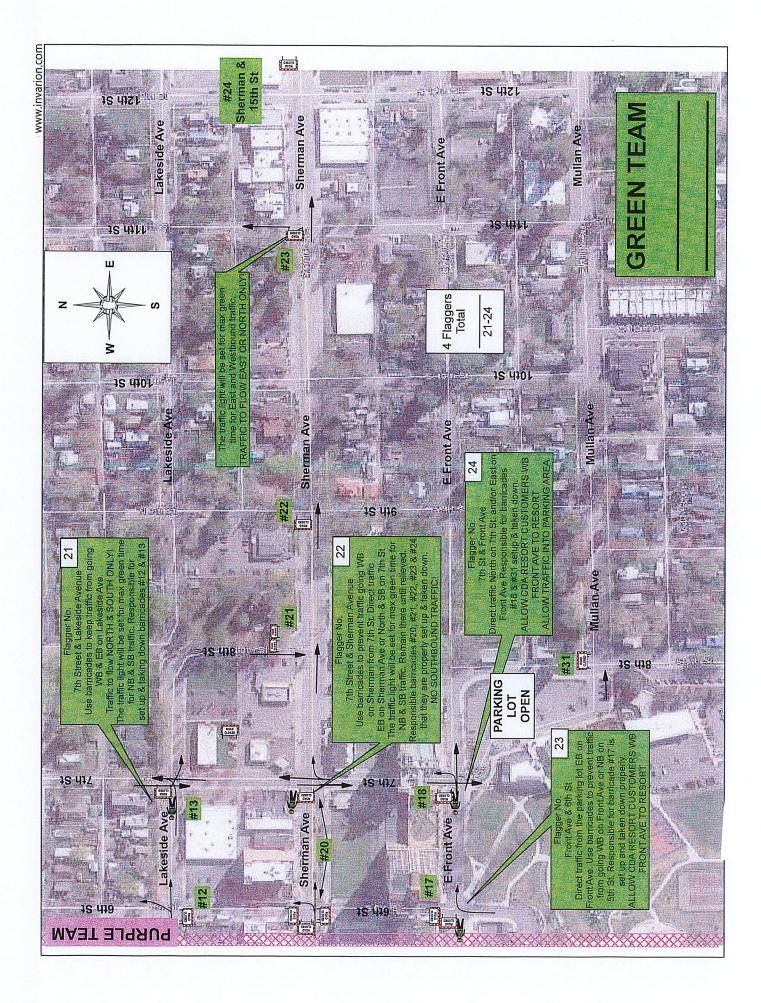
HUMAN RIGHTS EDUCATION INSTITUTE





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STAFF REPORT

DATE: MAY 7, 2024

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH

KOOTENAI COUNTY FOR IDAHO REGIONAL OPTICAL NETWORK

(IRON) HIGH SPEED FIBER

DECISION POINT: Should Council approve a Memorandum of Understanding for high-speed fiber line known as IRON, Idaho Regional Optical Network, which will benefit public safety?

HISTORY: The County approached the City with a proposal several months ago requesting our assistance in completing a high-speed fiber project. This project would utilize existing fiber that the City has in place at Hubbard and Northwest Boulevard, near the Skate Park. The City does not have an accurate accounting of which fiber pairs are used for City services and which lines are available to share with the County. Under this agreement the County, will fund the audit of those lines and provide us with that mapping for future use. Additionally, the goal is access to the IRON Network, which will improve general public safety communications and efficiency. However, the project will also allow for future networking expansion to further benefit public safety in the region. The County noted that IRON has an existing presence on the North Idaho College campus. KCSO 911 is seeking to complete the "last mile" connection in a cost-effective approach by attempting to utilize existing "dark" fiber infrastructure in existence, and it would be mutually beneficial to use the City's fiber infrastructure from the Hubbard/Northwest fiber vault to the Kootenai County Admin building on Government Way.

FINANCIAL ANALYSIS: There is no cost to the City for this agreement.

DECISION POINT/RECOMMENDATION: Staff recommends the approval of the Memorandum of Understanding for high-speed fiber line known as IRON, Idaho Regional Optical Network, which will benefit public safety.

MEMORANDUM OF UNDERSTANDING

Between

Kootenai County and the City of Coeur d'Alene

PARTIES

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is entered into this _____ day of _____, ____, by and between KOOTENAI COUNTY, hereafter called the KCSO 911, the CITY OF COEUR D'ALENE, hereafter called the CITY.

PURPOSE

The purpose of this MOU is to facilitate the connection of the Kootenai County Consolidated Emergency Dispatching System, commonly referred to as the 911 Center, Central Dispatch, or KCSO 911 to the Idaho Regional Optical Network (IRON). IRON is an Idaho dedicated high-speed fiber optical network purpose built to provide high-speed networking to Idaho's education, healthcare, and public governments, and not-for-profit organizations. KCSO 911 has an operational and technological interest in bringing IRON connectivity to the 911 Center for public safety technologies, such as ESInet services or shared services networking. Bringing IRON connectivity to the KCSO 911 Center will benefit all agencies that utilize the Kootenai County Consolidated Emergency Dispatching System, which includes the CITY, and will open additional potential for other governmental agencies to easily utilize IRON services.

IRON has an existing presence on the North Idaho College campus. KCSO 911 is seeking to complete the "last mile" connection in a cost effective approach by attempting to utilize existing "dark" fiber infrastructure in existence. The CITY has fiber infrastructure from the Hubbard/Northwest fiber vault to the Kootenai County Admin building on Government Way. However, network diagrams currently do not indicate which of the current fiber infrastructure is in use or open for utilization. As such, KCSO 911 and the CITY enter into the agreement as describe below.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

SECTION I. KCSO 911 agrees to:

- 1. Utilizing a contractor approved by the CITY, audit the CITY fiber infrastructure between the following points:
 - a. Administration Building located at Wastewater Treatment Plant 765 W. Hubbard Ave, Coeur d'Alene, ID
 - b. The CITY fiber vault located at W. Hubbard and Northwest Blvd.
 - c. The CITY fiber vault located at W. Hubbard and W Garden Ave.
 - d. The termination point of the CITY fiber at the Kootenai County Admin building at 451 N. Government Way, Coeur d'Alene, ID.

- 2. Ensure the fiber audit will specify the current splicing configuration of CITY fiber between those points.
- 3. Assume all costs for the fiber audit. The fiber audit quote is attached in EXHIBIT A.
- 4. For the duration of the fiber audit, assume any and all costs associated with repair of damage associated with the audit.
- 5. Provide a copy of the fiber audit results to the CITY without charge.
- 6. If KCSO 911 exercises the option to pull fiber through existing CITY fiber conduit, assume the entire cost to pull, continued maintenance, and/or repair of that fiber.
- 7. Once IRON connectivity is extended to the 911 Center, allow the CITY to utilized the 911 Center as a connection point to IRON should the CITY wish to utilized IRON services.

SECTION II. The City agrees to:

- 1. Provide a representative to participate in facilitating contractor access to CITY properties and vaults.
- 2. At the completion of the fiber audit, provide TWO (2) fiber pairs from the W. Hubbard/Northwest Blvd. fiber vault to the Kootenai County Admin building for KCSO 911 utilization, dependent on the fiber audit identifying the availability of pairs.
- 3. Should the fiber audit determine there are no open pairs, allow KCSO 911 to pull new fiber through the exiting CITY conduit if determined the conduit has space available.
- 4. Allow the opening of the fiber splice boots which may cause interruption to services.
- 5. After completion of the fiber audit, assume all costs associated with current and future maintenance and/or repair of CITY fiber.

SECTION III. Term, Termination, and Review of Agreement

The term of this Agreement is from its date of final execution through September 30, 2024, and shall, on October 1 of each consecutive year following, be automatically renewed for an additional term of one year.

This Agreement may be terminated upon twelve (12) months written notice by any party.

The parties may review this Agreement on a regular basis or as needed to evaluate the sufficiency of the Agreement in addressing the needs of the parties. The parties may make any desired changes in this Agreement provided they are mutually agreed upon in writing.

SECTION IV. Miscellaneous

- 1. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any party hereto other than as expressly set forth herein;
- 2. This Agreement does not create a separate legal entity.
- 3. This Agreement shall not limit KCSO 911's utilization of any fiber pairs from the CITY for solely IRON connectivity.

IN WITNESS WHEREOF, Kootenai County and the City of Coeur d'Alene have given their respective consents and do execute this Agreement by and through their respective officers so duly authorized.

ATTEST:	CITY OF COEUR D' ALENE
Renata McLeod, City Clerk	James Hammond, Mayor
(SEAL)	
By regular / special meeting on	
ATTEST:	KOOTENAI COUNTY
County Clerk	Commissioner
(SEAL)	Commissioner
By regular / special meeting on	
	Commissioner

General Services/Public Works Committee STAFF REPORT

DATE: May 13, 2024

FROM: Lucas Pichette, Fire Department/Deputy Chief

SUBJECT: Contract approval-Verdis

DECISION POINT: Should City Council approve a contract with Verdis for a generator upgrade at our Fire Station 1?

HISTORY: Fire Station 1 (300 E. Foster) needs a generator upgrade, which will include minor construction and electrical changes to accommodate the upgrade.

This project was approved on 1-18-24 by Council when Council approved a sub-recipient agreement with the Idaho Office of Emergency Management.

FINANCIAL ANALYSIS: Total cost of the project is \$160,050.80. \$144,457.20 will be reimbursed through a state grant, leaving \$16,050.80 in matching funds required from the City. These funds are proposed to come from the general fund, either through an amendment to this year's budget or inclusion in next year's budget, depending upon the delivery date.

PERFORMANCE ANALYSIS: Completion of this project will upgrade the generator and systems at Fire Station 1, enabling the station and Fire Companies to operate at near full capacity during long term power outages.

DECISION POINT/RECOMMENDATION: Council should approve the contract with Verdis and expenditure of \$16,050.80 in City funds for the generator upgrade.





April 23, 2024

Mr. Luke Pichette Deputy Chief, Coeur d'Alene Fire Department 300 Foster Ave. Coeur d'Alene, ID 83814

RE: Station 1 Standby Generator Replacement Design-Build

320 E Foster Ave.

Coeur d'Alene, ID 83814

Mr. Pichette:

We are pleased to present this proposal for providing the design-build proposal for the removal and replacement of the emergency standby generator at Fire Station 1. We understand the existing diesel generator is undersized and past its serviceable life and will be replaced with a new generator to be supplied by the City of Coeur d'Alene Fire Department (CFD).

Our proposal includes the following assumptions.

General

- 1. The work will be performed in 2024 and early 2025, depending on availability and lead time of the generator.
- 2. The generator size will be determined by our team and the CFD for installation.
- 3. New generator will be purchased by CFD.
- 4. Existing generator room will be modified or demolished for removal of existing generator.
- 5. We anticipate the generator will be equipped for exterior placement and will be located near the existing generator room or the current dumpster enclosure. Modifications are included to relocate the generator, if necessary.
- 6. Determine permanent location of new generator onsite and modify site accordingly which may include fencing, asphalt patching, and natural gas line extension.
- 7. Work will be performed Monday through Friday between 7am and 6pm.
- 8. All equipment and materials removed from the building will be taken offsite and disposed at a permitted landfill or transfer station.
- 9. We assume there are no hazardous materials present such as, but not limited to, asbestos containing materials (ACM), lead, etc.
- 10. Electrical work will be performed by a licensed electrician in the State of Idaho.
- 11. Permitting is included with the City of Coeur d'Alene.
- 12. Material tax included for the State of Idaho.
- 13. Payment and performance bonds included.
- 14. Relocate Avista gas meter as needed to accommodate the new site layout.

Design:

- 1. Evaluate electrical loads necessary for emergency use with direction provided by the CFD to determine the size of the new generator. We anticipate a 50-kW generator will be sufficient based on existing loading, but future accommodations will be considered with CFD.
- 2. New generator will be natural gas powered and mounted on the exterior of the building.
- 3. Demolition of existing generator and connections.
- 4. Relocation of panel B and replacement of panel E.
- 5. Modification of existing 3-phase equipment loads as required.
- 6. Relocation of existing surge protection equipment.
- 7. Plans and specifications related to electrical work.
- 8. Coordination meetings as required.

Electrical:

- 1. Disconnect existing generator, feeders, panel board for removal.
- 2. Install new generator.
- 3. Install new emergency panel in basement.
- 4. Move circuits in existing panel to be removed over to main panel.
- 5. Install additional circuits on emergency panel for upstairs outlets and lighting.
- 6. Provide new circuit on emergency panel for tank filler compressor and equipment

Exclusions:

- Hazardous materials abatement
- Supply of generator
- HVAC modifications
- Low voltage system modifications

Our lump sum cost summary for these items follows:

 Verdis:
 \$71,989

 Design:
 \$18,360

 Electrical:
 \$36,720

 Total:
 \$127,069

Thank you for this opportunity to provide a proposal. Feel free to contact us with any questions or for more information (208) 446-7215.

Sincerely,

Verdis

Colin Meehan, PE V.P. of Construction

CITY OF COEUR D'ALENE FIRE DEPARTMENT STATION 1 STANDBY GENERATOR REPLACEMENT DESIGN-BUILD CONTRACT

THIS CONTRACT is made and entered into this 7th day of May, 2024, 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 **VERDIS**, an Idaho company with its principal place of business at 601 East Front Avenue, Ste. 205, Coeur d'Alene, Idaho, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded the contract for the design-build of the Station 1 Standby Generator Replacement in the City of Coeur d'Alene, according to the CONTRACTOR's proposal, and the plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

Station 1 Standby Generator Replacement Design-Build

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 make design-build the Station 1 Standby Generator Replacement as set forth in the said plans and specifications described above, furnishing all labor and materials therefor, except that the City will purchase of the generator, 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 Fire Chief or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from any and all claims arising from the CONTRACTOR's actions or omissions in performance of this Contract, including the actions and omissions of the CONTRACTOR's employees, representatives, agents, and subcontractors. In addition, the CONTRACTOR shall maintain liability insurance naming the CITY as an additional insured, and not merely a "certificate holder," in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) for property damage or for bodily or personal injury, death, or loss as a result of any one occurrence or accident. It is the CITY's intent, and the CONTRACTOR's agreement, that the CONTRACTOR's liability insurance shall have limits of not less than those provided for by Idaho Code § 6-924. A certificate of insurance shall further provide at least thirty (30) days' written notice to the CITY prior to cancellation of the policy.

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 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 **One-hundred Twenty-seven Thousand Sixty-nine and No/100 Dollars (\$127,069.00)**. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) retainage. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

The Work shall be substantially complete within 60 calendar days after the date when a Notice to Proceed is issued, and shall be completed and ready for final payment within **thirty** (30) calendar days after the date of substantial completion.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **Five Hundred and no/100 Dollars** (\$500.00) per calendar day, which sums shall not be construed as a penalty.

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

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

- 1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- 2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- 3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the parties will negotiation an adjustment to the contract price in good faith.

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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. 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.

Pursuant to Idaho Code § 67-2359, the **CONTRACTOR** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Contract, be owned or operated by the government of People's Republic of China.

Pursuant to Idaho Code § 67-2346, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

Pursuant to Idaho Code § 18-8703, the **CONTRACTOR** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

The Contract Documents shall include the following, as applicable:

Advertisement For Bids

Information For Bidders

Bid Proposal

Bid Bond

Bidding Forms as Required

Contract

Labor and Materials Payment Bond

Performance Bond

Notice of Award

Notice to Proceed

Change Orders

General Conditions

Technical Specifications

Special Provisions

Plans

Addenda

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	VERDIS
By	By_
James Hammond, Mayor	Colin Meehan, VP
ATTEST:	
Renata McLeod, City Clerk	



To:

Finance Department

Comptroller Approval Signature:

PERSONAL PROPERTY & SERVICES PRICE REASONABLENESS FORM

From:	
Date:	
 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:	
Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$	
If non-budgeted – Date Council approved:	
Competitive Quotes Obtained: 1 st vendor name and price:	
2 nd vendor name and price:	
3 rd vendor name and price:	
If Competitive Quotes not obtained, provide Price Reasonableness Analysis:	
Vendor Awarded: Date:	
New vendor to the City? Yes No If yes, attach a completed W-9	
Department Head Signature:	
Department: Date:	