



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

PUBLIC WORKS COMMITTEE
with
Council Members McEvers, Miller & English
June 11, 2018, 4:00 p.m.
AGENDA

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

- Item 1 Approval of Sale of Property at 601 W. Neider Avenue to Habitat for Humanity of North Idaho – Kyle Marine
- Item 2 Approval of Low Bidder for the 2018 Chip Seal Project – Tim Martin
- Item 3 Approval of Change Order #1 for 2018 Cured-In-Place Pipe (CIPP) Project – Mike Becker

Library Community Room
702 Front Street

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 Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: June 11, 2018
FROM: Kyle Marine, Assistant Superintendent, Water Department
SUBJECT: Award of highest bid of \$40,000 to Habitat for Humanity of North Idaho, Inc.

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DECISION POINT: Should the Water Department property, located at 601 W Neider Ave., be sold to the highest bidder, Habitat for Humanity of North Idaho, Inc., for the sum of \$40,000?

HISTORY: The Water Department fund owns a .825 acre parcel that originally was the site of a proposed future well. Staff presented a proposal to City Council to declare the property surplus and to sell it to the highest bidder, setting a minimum value of \$40,000. Council approved the proposal and the property went out for bid. One bid was submitted, for \$40,000, by Habitat for Humanity of North Idaho, Inc.

FINANCIAL ANALYSIS: The property brings no revenue into the fund and is a liability. Staff recommends accepting the bid and completing the sale of the property via Quit Claim Deed to Habitat for Humanity of North Idaho, Inc., for the amount of \$40,000.

PERFORMANCE ANALYSIS: By selling the property, the City can dispose of a parcel that brings no value to the City, which has no foreseeable future use by the City, and which creates a potential liability. In addition, disposal of the property will eliminate the time and resources which the Water Department expends to maintain the site.

DECISION POINT/RECOMMENDATION: Council should accept the bid of Habitat for Humanity of North Idaho, Inc., in the amount of \$40,000, and completing the sale of the property at 601 W Neider Ave., via Quit Claim Deed, to Habitat for Humanity of North Idaho, Inc.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: June 11, 2018
FROM: Tim Martin, Streets & Engineering Director
SUBJECT: Approval of Low Bidder for the 2018 Chip Seal Project

DECISION POINT: Should Council to accept the bid Poe Asphalt Paving, Inc., as the low bidder for the 2018 Chip Seal Project?

HISTORY: The City of Coeur d’Alene received two responsive bids:

Poe Asphalt Paving, Inc.	\$ 966,612.75
RPI, Inc.	\$ 1,014,247.35

The Engineer’s Estimate was \$938,600.00.

FINANCIAL ANALYSIS: The City’s approved budget amount for the 2018 Chip Seal Project is \$750,000.00. The City’s portion of the Project is \$648,646.70.

PERFORMANCE ANALYSIS: The City of Coeur d’Alene has a cooperative agreement with the City of Dalton and the City of Hayden for the contract management of the chip seal project. The City of Coeur d Alene is the lead agency. The price breakdowns for each city are shown in the table below.

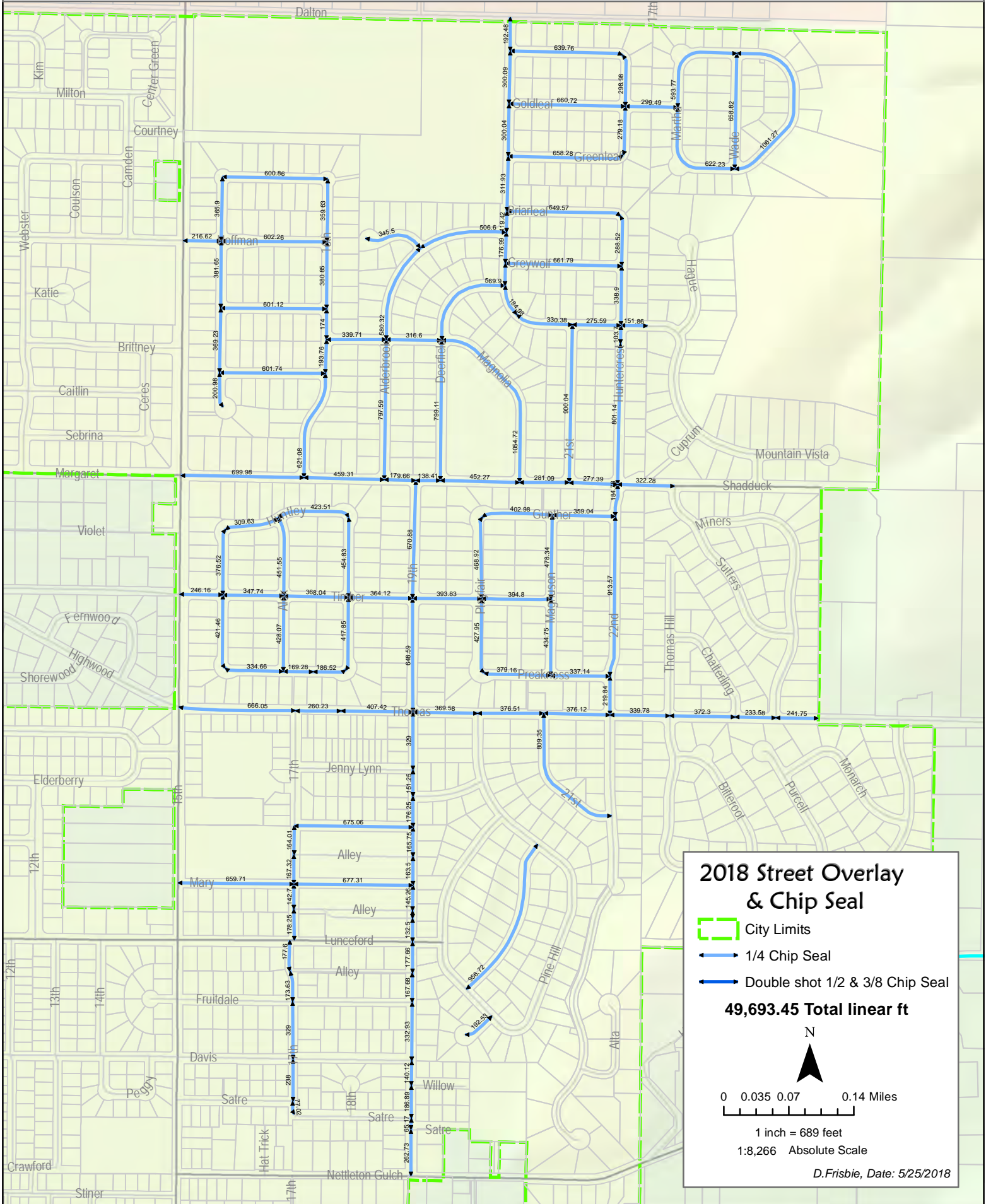
CDA Estimated Quantity	CDA	Hayden Estimated Quantity	Hayden	Dalton Estimated Quantity	Dalton	Total
185,925	\$ 366,272.25	0	\$ -	14,425	\$ 28,417.25	\$ 394,689.50
25,595	\$ 65,011.30	84,145	\$ 213,728.30	0	\$ -	\$ 278,739.60
26,065	\$ 71,939.40	0	\$ -	0	\$ -	\$ 71,939.40
214,910	\$ 62,323.90	90,990	\$ 26,387.10	14,425	\$ 4,183.25	\$ 92,894.25
1	\$ 40,479.92	1	\$ 17,186.64	1	\$ 2,333.43	\$ 60,000.00
1	\$ 7,200.00	1	\$ -	0	\$ -	\$ 7,200.00
1		1	\$ 7,200.00	0	\$ -	\$ 7,200.00
1	\$ 35,419.93	1	\$ 15,038.31	1	\$ 2,041.75	\$ 52,500.00
	\$ 648,646.70		\$ 279,540.36		\$ 36,975.69	\$ 965,162.75

The streets that will be chip sealed are shown in the attached map.

RECOMMENDATION: Council should accept the bid of, and award the contract to, Poe Asphalt Paving, Inc., for the 2018 Chip Seal Project in the amount of \$966,612.75, with the City’s portion being \$648,646.70.

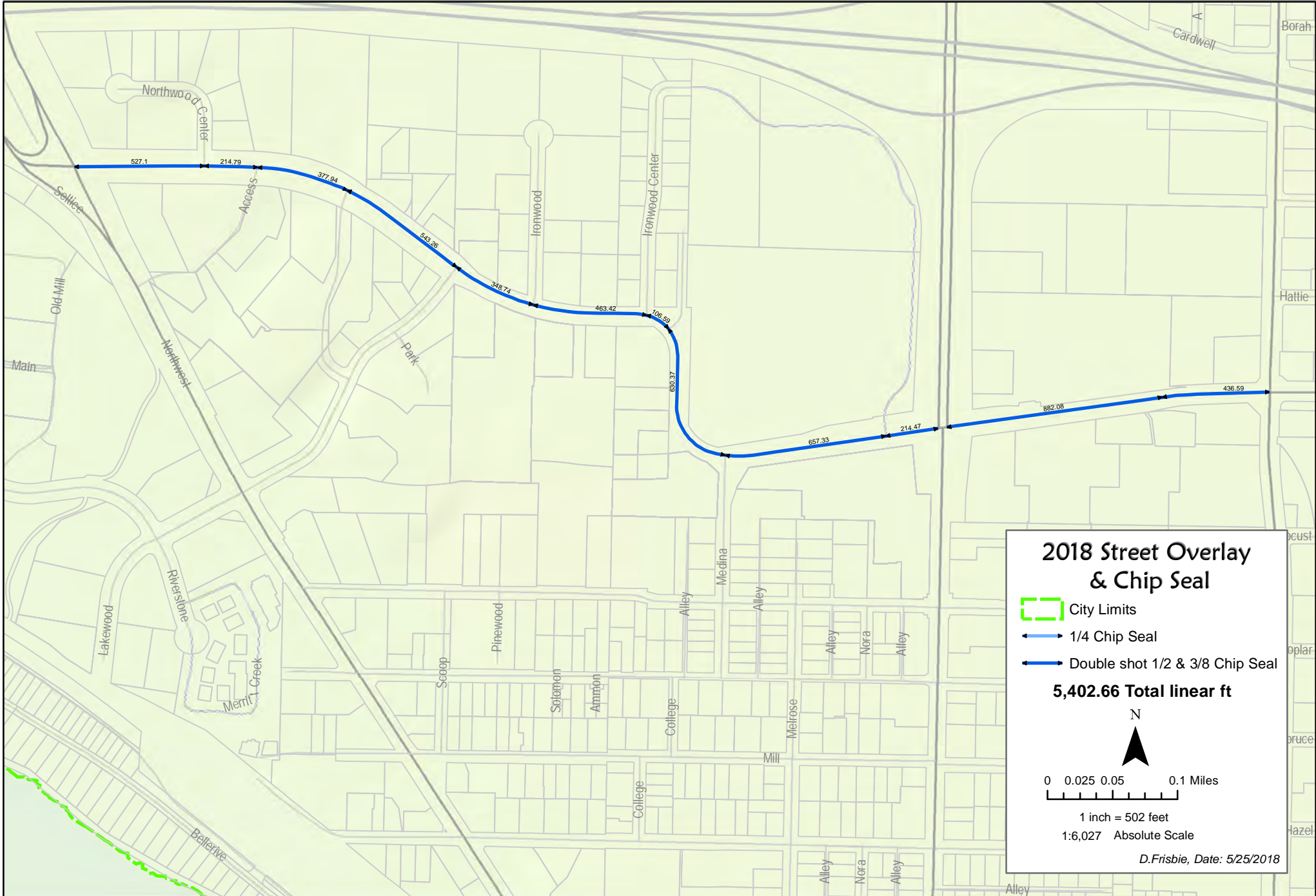
Residential Chip Seal

Bentwood Park Subdivision, Echo Glenn Subdivision, Canfield Park Subdivision, E Shadduck, 15th to N Sutters Way, Cumberland Meadows Subdivision, Thomas Ln, 15th to City limits, 17th, Satre Ave to April Elaine Ave, 19th, Nettleton Gulch to Thomas Ln, April Elaine Ave, E Mary Ln, Pine Hill Cir, Pine Hill Pl, 21st Pl



Arterial-Collector Chip Seal

Ironwood, Government Way to Northwest Blvd



CONTRACT
For
CITIES OF COEUR D'ALENE, HAYDEN, AND DALTON GARDENS
2018 CHIP SEAL PROJECT

THIS CONTRACT, made and entered into this _ day of June, 2018, 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 **POE ASPHALT & PAVING**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2732 N. Beck Road, Post Falls, Idaho 83854, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

WHEREAS, the **CONTRACTOR** has been awarded the contract for the 2018 Chip Seal Project by the **CITY** according to contract documents on file in the office of the City Clerk of the **CITY**, which contract documents are incorporated herein by reference; and

WHEREAS, this contract is specifically contingent upon the approval by the city councils of **Hayden** and **Dalton Gardens** of the award of the 2018 Chip Seal Project to the **CONTRACTOR** pursuant to the terms and conditions of the contract documents. If either the city council of **Hayden** or the city council of **Dalton Gardens** fails to approve the award, the contract may, at the sole option of the **CITY**, be withdrawn.

THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY** and the cities of Hayden and Dalton Gardens, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described below, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the **CITY**'s Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY**, and the cities of **Hayden and Dalton Gardens**, harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY, Hayden, and Dalton Gardens** as insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the insurance shall comply with at least the minimum requirements of Title 6, Chapter 9, Idaho Code. A certificate of insurance providing at least thirty (30) days'

written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code §§ 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY, Hayden, and/or Dalton Gardens** against any loss resulting to the **CITY, Hayden, and/or Dalton Gardens** 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 Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Nine Hundred Sixty Six Thousand Six Hundred Twelve and 75/100 Dollars (\$966,612.75).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of working days allowed for completion of the Contract work shall be 20 working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

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 following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500.00) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where 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 Idaho residents in the performance of said work.

Further, the **CONTRACTOR**, in consideration of securing the business of construction of the works to be constructed under this contract, and 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 outside 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 **CITY** may withhold from any payment due him hereunder 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.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply with all the requirements of Attachment 1 hereto, which is incorporated herein by reference.

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

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

The term “**CONTRACT DOCUMENTS**” means and includes the following:

- A) Advertisement For Bids

- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda No. _____, dated _____, _____

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, effective the day and year first above written.

CITY OF COEUR D'ALENE

**CONTRACTOR:
POE ASPHALT & PAVING**

Steve Widmyer, Mayor

Brian Poe, Division Manager

ATTEST:

Renata McLeod, City Clerk

ATTEST:

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

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

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: June 11, 2018
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Change Order for the 2018 Cured-in-Place Pipe (CIPP) Project

DECISION POINT: Should the City Council approve Change Order #1, increasing the project cost by \$2,277.00 for the City’s 2018 Cured-in-Place Pipe (CIPP) Project Agreement with Insituform Technologies, LLC.

HISTORY: Last fall, the Wastewater Utility (WW) discovered a large diameter hole in the M-Interceptor located just south of City Hall. As part of that repair, the WW required a CIPP “water cured” process to avoid collapsing the remaining deteriorated sections of the interceptor. A byproduct of this process is increased Styrene concentrations. Styrene is a Volatile Organic Compound (VOC) and a potential toxin to biological processes currently employed at the WWTP. After extensive research and consulting industry experts, it was determined that the Contractor could inject Ammonium Persulfate to reduce the Styrene concentrations within the pipe segment before releasing it downstream to the WWTP. This approach was acceptable to IDEQ and EPA, resulting in a Change Order of \$3,707.00. This amount is offset by the Project’s Quantity Adjustments (credit of \$1,430.00).

FINANCIAL ANALYSIS: The following is a summary of the 2018 Cured-in-Place Pipe (CIPP) Project Costs:

Original Bid		\$465,434.00
WCD 001 - Ammonium Persulfate Additive	\$3,707.00	
CIPP Quantity Adjustments:	(\$1,430.00)	
Total Change Order Amount:	\$2,277.00	
Total Adjusted Contract Amount:		\$467,711.00

PERFORMANCE ANALYSIS: Samples collected at the pipe segment (17.5 mg/L) and WWTP influent (1 hr. @ 2.36 mg/L) and effluent (24 hr. @ <0.5 ug/L) locations show a significant reduction in Styrene with no notable impact to the WWTP.

RECOMMENDATION: Council should approve Change Order #1 for an increased project cost of \$2,277.00 for the City’s 2018 Cured-in-Place Pipe (CIPP) Project Agreement with Insituform Technologies, LLC.

CHANGE ORDER
No. 001

DATE OF ISSUANCE: May 31, 2018

EFFECTIVE DATE: May 31, 2018

Project: 2018 Cured-in-place Pipe Project	Owner: Coeur d'Alene Wastewater Utility	Owner's Contract No.:
Contract: 2018 CDA WW CIPP		Notice To Proceed: Apr 02, 2018
Contractor: Insituform Technologies, LLC		Engineer's Project No.: 20-15-011

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Work Change Directive WCD-001 (Ammonium Persulfate Addition of Cure Water for Pipe #1 between M1-08 and M1-09) and As-Built Quantity Adjustments.

Attachments (list documents supporting change):

*As-Built Quantity Adjustments
WCD-001*

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$465,434.00

CHANGE IN CONTRACT TIMES:

Original Contract Times Working days Calendar days
Substantial Completion (days or date): May 07, 2018 (35 calendar days)
Ready for final payment (days or date): June 06, 2018 (30 calendar days)

~~[Increase]~~ ~~[Decrease]~~ from previously approved ~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Order No. Change Order No.

Substantial Completion (days or date): 0 days
Ready for final payment (days or date): 0 days

Contract Price prior to this Change Order:

\$465,434.00

Contract Times prior to this Change Order:

Substantial Completion (days or date): May 2, 2018
Ready for final payment (days or date): June 1, 2018

~~[Increase]~~ ~~[Decrease]~~ of this Change Order

\$2,277.00

~~[Increase]~~ ~~[Decrease]~~ of this Change Order

Substantial Completion (days or date): 0 days
Ready for final payment (days or date): 0 days


Contract Price incorporating this Change Order:

\$467,711.00

Contract Times with all approved Change Orders:

Substantial Completion (days or date): May 2, 2018
Ready for final payment (days or date): June 1, 2018

RECOMMENDED:


Peter M. Stayton
2018.05.31
22:56:08-07'00'
BY: _____
Engineer (Authorized Signature)
DATE: May 31, 2018

ACCEPTED:

BY: _____
Owner (Authorized Signature)
DATE: _____

ACCEPTED:


BY: _____
Contractor (Authorized Signature)
DATE: 6/1/2018

Approved by Funding Agency (if applicable):

Date: _____

Unit Price Schedule - Change Order CO-001

As-Built Quantity Adjustments						
ITEM	ITEM			UNIT	TOTAL	NOTE
NO.	DESCRIPTION	QUAN. ADJUST.	UNIT	PRICE	PRICE	
2010.4.1.A.1	Mobilization	0	LS	\$22,017.00	\$0.00	
SP-02100.4.1.A.1	Traffic Control	0	LS	\$14,210.00	\$0.00	
SP-02541.4.1.A.1	CIPP Rehabilitation - 30"	0	LF	\$145.00	\$0.00	
SP-02541.4.1.A.1	CIPP Rehabilitation - 10"	0	LF	\$21.00	\$0.00	
SP-02541.4.1.B.1	Cut Off Protruding Laterals	0	EA	\$488.00	\$0.00	
SP-02541.4.1.C.1	Lateral Reinstatement	-2	EA	\$67.00	-\$134.00	[A]
SP-02541.4.1.D.1	Continuous Liner Temperature Monitoring	-432	LF	\$3.00	-\$1,296.00	[B]
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line - Small Diameter (≤18-in)	0	LF	\$5.00	\$0.00	
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line - Large Diameter (>18-in)	0	LF	\$11.00	\$0.00	
SP-02543.4.1.A.1	Post-Construction Cleaning and TV Inspection of Main Sewer Line - Small Diameter (≤18-in)	0	LF	\$1.00	\$0.00	
SP-02543.4.1.A.1	Post-Construction Cleaning and TV Inspection of Main Sewer Line - Large Diameter (>18-in)	0	LF	\$1.00	\$0.00	
SP-02547.4.1.A.1	Small Diameter (≤18-in) Sewer Bypass Pumping	0	LS	\$698.00	\$0.00	
SP-02548.4.1.A.1	Large Diameter (>18-in) Sewer Bypass Pumping	0	LS	\$231,375.00	\$0.00	
WCD-001	Ammonium Persulfate Addition of Cure Water for Pipe #1 between M1-08 and M1-09	1	LS	\$3,707.00	\$3,707.00	
BASE BID TOTAL					\$2,277.00	

NOTES:

[A] Final lateral reinstatement quantities based on J-U-B field records. Contractor's final inspection CCTV logs not provided to-date.

[B] Fiber optic temperature wire installed, but broken and unusable prior to initiating liner cure.