

**CITY COUNCIL AGENDA REQUEST FORM**

Today's date: 11 / 22 / 16

Date of meeting 12 / 7 / 16

(City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Kim, Parks and Rec

Address: City Hall - 1123 Lake St.

Phone number and email address: 263-3674

Authorized by: Kim

*name of City official*

*City official's signature*

*(Department Heads, City Council members, and the Mayor are City officials.)*

Subject: Conversion to LED lighting in City Hall

Summary of what is being requested: Authorize Mayor to enter into simple contract to facilitate the project. Please see Agenda Report for details.

**The following information MUST be completed before submitting your request to the City Clerk:**

1. Would there be any financial impact to the city?  Yes  No

If yes, in what way? Cost of project. Total project cost is estimated at \$21,300. That amount less \$14,760 (estimated AVISTA incentive) results in a net project cost of \$6,540

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted? **Yes or No**

n/a

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan:  Yes  No

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**

Yes  No

Yes  No

5. Have all the affected departments been informed about this agenda item? **Yes or No**

Yes  No

**This form must be submitted no later than 5 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.**

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**

**CITY OF SANDPOINT  
AGENDA REPORT**

**DATE: 11/22/2016**

**TO: MAYOR AND CITY COUNCIL**

**FROM: Kim**

**SUBJECT: Conversion to LED lighting in City Hall**

**DESCRIPTION/BACKGROUND:**

**We have roughly quantity 984 4-foot T-8 32 watt fluorescent bulbs that are eligible for AVISTA incentive of \$15 per bulb to replace with LED 12.5 watt bulbs. Three electricians (with good standing public works license) were solicited for this work and two replied.**

**Ron's Electric – \$21,300.00**

**Energy Electric - \$22,916.10**

**City will pay full amount for work then submit \$15 per bulb rebate with AVISTA. The bottom line is that the approximate net cost = \$6,540.00 (\$21,300 less rebate of \$14,760).**

**This is a request for Council to authorize the Mayor to sign the related Professional Services Agreement.**

**STAFF RECOMMENDATION: Please authorize as proposed**

**ACTION: Please authorize as proposed**

**WILL THERE BE ANY FINANCIAL IMPACT? Yes**

**HAS THIS ITEM BEEN BUDGETED?**

**With Council authorization budget authority exists in the Government Buildings and Grounds budget (01-1270) through utilities and unforeseen project line items. Considering the mild fall weather to date and fact that utilities line-item 01-1270-600-40520.300 enjoyed a surplus of \$7,940 in fiscal year 2016 staff is confident that this budget will absorb the project. The \$15 per bulb AVISTA incentive is a limited time offer ending in December. The result will be reduction of energy use per bulb by 61%.**

**ATTACHMENTS: City of Sandpoint Professional Services Agreement**

**SANDPOINT CITY HALL LIGHTING  
CONVERSION FROM T8 TO LED**

NOTE: Project walk-through – Wednesday, November 16 – 10am – City Hall Council Chambers (1123 Lake St)

BIDS DUE: All bids are due not later than Friday, November 18 – 12 noon. Please submit in a sealed envelope with name of bidder and titled: **CITY HALL LED CONVERSION 2016** to office of City Clerk – 1123 Lake St. (City Hall first floor).

***Number of Fixtures and lamps***

242 fixtures – 4 lamp (968 lamps)

48 fixtures – 2 lamp ( 96 lamps)

***Specified Lamps (note: Internal Ballast)***

MaxLite, Inc. – Model No: L12.5T8SE435-G10

1800 lm

Efficacy: 135 lm/w

Output: 12.5 w

CRI: 83

CCT: 3,500 k

***Fixture Locations***

LOCATION	4 LAMP FIXTURES	2 LAMP FIXTURES	BULBS
1 <sup>ST</sup> Floor Admin	49	0	196
1 <sup>st</sup> Floor Entrance	5	0	20
2 <sup>nd</sup> Floor Public Works (includes stairs, hallways, and restrooms)	62	2	252
2 <sup>nd</sup> Floor Legal	26	0	104
1 <sup>st</sup> /2 <sup>nd</sup> Floor PD	48	16	224
1 <sup>st</sup> Floor Council Chambers	20	0	80
1 <sup>st</sup> /2 <sup>nd</sup> Floor Fire Dept.	12	30	108
<b>TOTAL</b>	<b>222</b>	<b>48</b>	<b>984</b>

***SCOPE OF WORK***

1. Remove existing T-8 ballast and bulbs
2. Off-site disposal of T-8 ballast and bulbs
3. Rewire fixtures to accept new bulb
4. Install new LED bulbs with internal ballast
5. Wipe and clean fixture, to include cover lens
6. Work with City staff to complete AVISTA incentive paperwork
7. All work shall be finished and complete no later than December 23, 2016.
8. Contractor shall coordinate to replace Police Dept. lights during working hours (security).

No: 16-  
Date: December 7, 2016

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: PROFESSIONAL SERVICES AGREEMENT WITH RON'S ELECTRIC, INC.,  
FOR CITY HALL LED LIGHTING CONVERSION**

WHEREAS: Avista Utilities, the City's electric utility, offers an incentive of \$15 per light bulb to replace fluorescent bulbs with LED bulbs;

WHEREAS: At City Hall there are approximately 984 4-foot T-8 32 watt fluorescent bulbs that City staff desires to replace with LED 12.5 watt bulbs;

WHEREAS: Funding for this project will come from the current Government Buildings and Grounds budget, then the City will submit a rebate request to Avista, seeking approximately \$14,760 in rebates;

WHEREAS: The City requested proposals from three electricians and received two in response, with Ron's Electric, Inc., submitting the lowest bid of \$21,300; and

WHEREAS: The Parks and Recreation Director recommends contracting with Ron's Electric for these services.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is hereby authorized, on behalf of the City, to execute the Professional Services Agreement with Ron's Electric, Inc., a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:

\_\_\_\_\_  
Maree Peck, City Clerk

City Council Members:

YES                      NO                      ABSTAIN                      ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Camp
5. Ruehle
6. Snedden

**CITY OF SANDPOINT**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made between the City of Sandpoint, a political subdivision of the state of Idaho, herein "CITY" and Ron's Electric Inc. – PO Box 1125 – Sandpoint, Idaho 83864 – 208-263-7294, herein "CONTRACTOR").

The parties agree as follows:

1. **SCOPE OF WORK:** CITY engages CONTRACTOR to perform the work associated with the replacement T-8 fluorescent bulbs with LED bulbs in City Hall. Specifically, retrofit qty 222 4-bulb fixtures and qty 48-2 bulb fixtures for total of 984 bulbs. With conditions: 1) Remove existing T-8 ballast and bulbs, 2) Off-site disposal of T-8 ballast and bulbs, 3) Rewire fixtures to accept new bulb 4) Install new LED bulbs with internal ballast, 5) Wipe and Clean fixtures to include cover lends, 6) Work with City staff to complete AVISTA incentive paperwork, 7) All work shall be finished and complete no later than December 30, 2016, 8) Contractor shall coordinate to replace Police Dept. lights during regular working hours, 9) Contractor shall be responsible for all local and State applications, permits, and fees.

2. **PAYMENT:** CITY agrees to pay CONTRACTOR for his services rendered under this Agreement an amount total sum of TWENTY ONE THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$21,300.00) for said services. For exact work billing the \$85 (eighty-five dollars) will be added or subtracted if the number of 4-lamp fixtures differs from 222 (two-hundred and twenty two) and \$55 (fifty-five dollars) adjustment for 2-lamp fixtures that differ from 48 (forty-eight). The parties agree that CONTRACTOR will invoice CITY for payment under this Agreement for services rendered herein upon completion of the work.

3. **RIGHT OF CONTROL:** CITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR and all its employees are independent contractors of CITY and in no way employees or agents of CITY and are not entitled to workers compensation or any benefit of employment with the CITY. CITY shall have no control over the performance of this Agreement by CONTRACTOR, except to specify the time and place of performance and the results to be achieved. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.

5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by CITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR

further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6. LICENSES AND LAW: CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this Agreement, including a Sandpoint Business License that is current and in good standing. CONTRACTOR further agrees to comply with all federal, state, city, and local laws, rules, and regulations in the performance of the services hereunder.

7. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

8. EQUIPMENT, TOOLS, MATERIALS AND SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and supplies to accomplish the services to be provided herein.

9. EFFECTIVE DATE: This Agreement will run from December 8, 2016 through December 30, 2016. It is agreed that all services will be completed in full on or before December 30, 2016.

10. WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

11. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

12. INSURANCE: CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00. The Policy shall name and protect CONTRACTOR, all CONTRACTOR's employees and shall name and protect theCITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR's acts. CONTRACTOR shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided, and said require insurer to notify CITY ten (10) days prior to cancellation of said policy.

13. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

14. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho. Venue for any dispute shall be the District Court of the State of Idaho in and for the County of Bonner.

15. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

16. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

17. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY:

CONTRACTOR:

CITY OF SANDPOINT

\_\_\_\_\_

By \_\_\_\_\_  
Shelby Rognstad, Mayor  
City of Sandpoint

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST

By \_\_\_\_\_  
Maree Peck, City Clerk

Form and content approved by Scot Campbell, as attorney for City of Sandpoint.